



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
 Date: 05/17/2017

From: Chuck Iley, County Administrative Officer Phone Ext. x470  
(Department Head - please type)

<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>05/23/2017</u>
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Department Head Signature *Chuck Iley*

Agenda Title: Tuolumne County Juvenile Detention Facility

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
**Discussion and possible action relative to a Memorandum of Understanding with Tuolumne County relative to use of their Juvenile Detention Facility.**

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

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

Contract Attached:  Yes  No  N/A  
 Resolution Attached:  Yes  No  N/A  
 Ordinance Attached:  Yes  No  N/A  
 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 5-23-17 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
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Print Form




**AMADOR COUNTY  
ADMINISTRATIVE AGENCY**

County Administration Center  
810 Court Street ▪ Jackson, CA 95642-9534  
Telephone: (209) 223-6470  
Facsimile: (209) 257-0619  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

May 17, 2017

**MEMORANDUM**

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: MOU with Tuolumne County for Juvenile Detention Facility

In 2009, Amador County entered into an agreement with Tuolumne County for the use of their yet-to-be-constructed Juvenile Detention Facility in Sonora. A copy of that MOU is attached.

Tuolumne County completed construction of that facility last month and it is now operational. Tuolumne County is asking that the Board enter into an agreement with them for the use of that facility by Amador County. Staff has no issue with that request and is recommending approval of the MOU.

Tuolumne County is also asking that they become the preferred provider for the provision Juvenile Detention services to Amador County. Staff is not as receptive to this request, since there are programs offered by both El Dorado and Nevada Counties that are not offered by Tuolumne County, and they are offered at a lower price.

The Chief Probation Officer is asking to keep the flexibility currently allowed him by utilizing the contract facilities at his discretion. He is also concerned that his budget does not contain the resources required to move juveniles to Tuolumne County when they could more easily be transported to El Dorado County. He has indicated that he would need additional funding to utilize Tuolumne exclusively.

The question before the Board is, given the MOU that was signed in 2009, does the Board wish to direct the Chief Probation Officer to utilize the Tuolumne County Juvenile Facility exclusively?

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF TUOLUMNE  
AND  
THE COUNTY OF AMADOR  
FOR**

**The Placement of Amador County Detained Juveniles at the Motherlode Regional Juvenile  
Detention Facility.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Tuolumne, a Political Subdivision of the State of California, (“County”), and the Amador County, (“Agency”).

**WITNESSETH:**

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility (“Facility”) and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. PURPOSE**

The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

**2. TERM**

The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

**A. SERVICES**

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne

County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
- iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent

B. PAYMENT

- i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of (\$100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.
- iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
- iv. Medical and Psychological Services: Agency shall pay for or reimburse Tuolumne County for the actual costs of any necessary surgical/medical/psychological, dental care, prescription medications or mental health care required by the Agency minor placed at the Facility under this Agreement. To the extent permitted by law, Tuolumne County is hereby authorized, without the need for any further authorization by Agency, to obtain such emergency medical, dental, and mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other medical, dental, and mental health care services shall also be the financial responsibility of Agency but are subject to pre-authorization by the Agency Chief Probation Officer, or his or her designee.

- v. Education: Agency shall reimburse Tuolumne County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.
- vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation  
Attention Business Manager  
465 South Washington Street  
Sonora, CA 95370

C. TRANSPORTATION

- i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.
- ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

- i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

- i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

**3. TERMINATION**

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

#### **4. NON-ASSIGNMENT**

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

#### **5. RECORDS**

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

#### **6. COMPLIANCE WITH LAWS/POLICIES**

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

#### **7. CONFIDENTIALITY**

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

#### **8. NON-DISCRIMINATION**

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

#### **9. RELATIONSHIP OF PARTIES**

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## **10. NO THIRD PARTY BENEFICIARIES**

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

## **11. INDEMNIFICATION**

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

## **12. NOTICE**

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

### **AGENCY:**

Chief Probation Officer  
County of Amador  
810 Court Street  
Jackson, CA 95642  
Fax: (209) 257-0619

### **COUNTY:**

Chief Probation Officer  
County of Tuolumne  
2 South Green Street  
Sonora, CA 95370  
Fax: (209) 533-5510

## **13. PUBLIC RECORDS ACT**

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **14. ENTIRE AGREEMENT AND MODIFICATION**

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

## **15. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.



## **16. DISPUTES**

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

## **17. CAPTIONS**

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

## **18. COUNTERPARTS**

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

## **19. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## **20. CONTROLLING LAW**

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

## **21. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

<b>COUNTY:</b>	<b>AGENCY:</b>
<hr/> Craig Pedro, County Administrator	<hr/> County Administrator
<hr/> Linda Downey , Chief Probation Officer	
<b>APPROVED AS TO LEGAL FORM:</b>	
<hr/> Sarah Carrillo, County Counsel	

**Memorandum of Understanding  
Between the County of Tuolumne and the County of Amador County  
Regarding the Mother Lode Juvenile Detention Facility**

**Purpose**

Whereas, this Memorandum of Understanding (MOU hereinafter), dated for convenience June 23, 2009, is entered into by Tuolumne County and Amador County (member counties hereinafter).

Whereas, the member counties have the need to construct and operate a regional detention facility for the detention and commitment of offenders and intend to do so through this MOU. Such regional facility shall provide secure housing for pre and post-adjudicated juvenile offenders.

Whereas, Amador County currently has no juvenile hall and therefore relies on other counties' halls for the secure detention of minors. Amador County is currently required to rely upon a space available basis in other counties Juvenile Halls. This MOU would allocate bed space to Amador County on a regular and continuing basis in a Regional Juvenile Detention Facility in Tuolumne County.

Whereas, Amador County agrees to utilize available secure detention beds at the regional Juvenile Detention Facility as necessary and economically feasible.

Whereas, Tuolumne County intends to apply to the California Corrections Standards for funding to construct a Regional Juvenile Detention Facility.

**Allocation of Facility Capacity and Cost**

Whereas, Tuolumne County will allocate three (3) beds and other resources of the Facility for use by Amador County for the housing of their pre and post-adjudicated minors. The Chief Probation Officer of each member county and the Facility Superintendent will review periodically, but at least annually, the beds needed for Amador County housing requirements and adjust the allocation accordingly. However, Tuolumne County shall not have less than Three (3) beds allocated for Amador County minors.

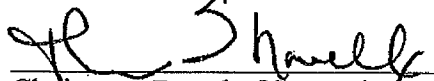
Whereas, Amador County shall pay Tuolumne County for their allocated beds at the daily capitated rate of \$ 174.00 per day utilized. Tuolumne County shall bill Amador County on a quarterly basis. Calaveras County shall pay Tuolumne County within 30 days after receiving notice of payment due. The Chief Probation Officer of each member county and Facility Superintendent shall review periodically, but at least annually, the daily capitated rate and adjust it accordingly.

Whereas, this MOU regarding the need for a Regional Juvenile Detention Facility, the allocation of beds and the payment for that allocation is commitment and demonstration that Tuolumne County and Amador County are, and agree to work together for the establishment of a Regional Juvenile Detention Facility.

Whereas, question or disputes regarding this MOU shall be resolved by a meeting of the Chief Probation Officers of the member counties and the Facility Superintendent.

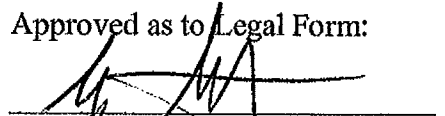
Whereas, either party to this MOU may terminate this agreement for any reason by giving the other party one-hundred twenty (120) days written notice of its intent to terminate this MOU.

**IN WITNESS WHEREOF**, the parties have hereunder set their hands the day and year first written above.

  
Chairman, Board of Supervisors  
County of Amador

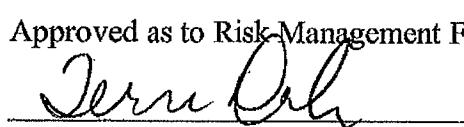
  
Chairman, Board of Supervisors  
County of Tuolumne

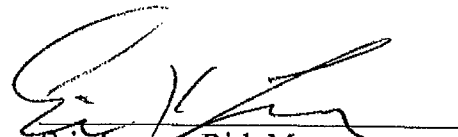
Approved as to Legal Form:

  
Martha J. Shaver, County Counsel  
Amador County

  
Gregory J. Oliver, County Counsel  
Tuolumne County

Approved as to Risk Management Form:

  
Teri Daly, CAO/Risk Manager  
Amador County


  
Eric Larson, Risk Manager  
Tuolumne County

# AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 05/23/2017
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To: Board of Supervisors  
 Date: 05/17/2017

From: Chuck Iley, County Administrative Officer Phone Ext. x470  
 (Department Head - please type)

Department Head Signature 

Agenda Title: California HERO-PACE Financing Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Discussion and possible action relative to adoption of a Resolution consenting to the County's inclusion in the California HERO Program, along with two associated agreements.

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 5-23-17      Time \_\_\_\_\_      Item # 8

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



GREGORY GILLOTT  
County Counsel

JENNIFER MAGEE, DEPUTY  
GRACE PAK, DEPUTY  
ANGELA CREACH, PARALEGAL  
JULIE BROWN, LEGAL SECRETARY

## MEMORANDUM

TO: Board of Supervisors  
FROM: Greg Gillott  
County Counsel  
DATE: May 17, 2017  
RE: California HERO PACE financing Program

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On February 14, 2017, the Board of Supervisors considered a request to offer California HERO Property Assessed Clean Energy (PACE) financing programs within the unincorporated County. The Board's motion was as follows:

**MOTION:** It was moved by Supervisor Morgan, seconded by Supervisor Axe and carried to approve the HERO program as a PACE provider, and direct staff to prepare the appropriate documents and present them to the Board for approval at a future meeting.

Ayes: Supervisors Morgan, Axe, Crew and Forster  
Noes: Supervisor Oneto

Consistent with that direction, staff has brought back the accompanying Resolution consenting to the County's inclusion in the California HERO Program established by the Western Riverside Council of Governments, along with two associated agreements. The First Agreement adds Amador County as an Associate Member of the Western Riverside Council of Governments ("WRCOG") JPA, and the second is an Agreement governing the collection of special assessments on properties within the unincorporated County.

If the Board of Supervisors wishes to proceed with implementation of this Program, it is recommended that the Board adopt the proposed Resolution and approve the two related Agreements.

If approved by the County, the JPA Amendment and Collections Agreement must still be approved by WRCOG. Based on information from the attorney for WRCOG, it's anticipated that Amador will be formally approved as a member of the JPA at WRCOG's July 3, 2017 meeting.

**AGREEMENT FOR COLLECTION OF TAXES AND SPECIAL CONTRACTUAL  
ASSESSMENTS**

THIS AGREEMENT made and entered into this day of \_\_\_\_\_, by and between the COUNTY OF AMADOR, hereinafter referred to as the “County” and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as the “Authority.”

RECITALS

WHEREAS, the parties desire to enter into an agreement whereby special assessments for the Authority will be collected by the County at the same time and in the same manner as County taxes are collected and the Authority will pay to the County the fees for collection hereinafter set forth; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the board of supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a County, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, the parties to this Agreement desire to provide for the imposition of a collection fee for fixed charge special taxes or assessments and for correction of errors; and

WHEREAS, when requested by Authority, the County will collect on the County tax rolls the special taxes, fees, or assessments for Authority; and

WHEREAS, except as agreed to by separate contract, the County will not be responsible for the conduct of any assessment proceedings, or the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments, other than collection on the secured roll in accordance with Division 1 of the Revenue and Taxation Code, nor shall the County be responsible for the issuance, sale or administration of any bonds issued in connection with any Authority program.

NOW THEREFORE, the parties agree as follows:

1. Collection Services. The County will collect for the Authority all Authority special taxes or fixed charge special assessments entered on the County's assessment roll and levied by or on behalf of the Authority, said taxes and assessments to be collected at the same time and in the same

manner as County taxes are collected and all laws applicable to the levy, collection and enforcement of County taxes shall be and are hereby made applicable to such taxes and assessments. (Provided, however, that County does not buy-out (Teeter) unpaid taxes, special assessments, and/or property-related fees at the end of the fiscal year, but instead will transfer them to the delinquent tax roll for collection.) Notwithstanding the foregoing, County will not collect for Authority any special taxes, special assessments, and/or property-related fees levied upon any real property, including publicly-owned real property, not appearing on County's Secured Tax Roll. Authority will adhere to the policies and procedures established by the Amador County Auditor-Controller.

2. Collection Cost Recovery Amounts. Unless otherwise provided by law, or as may be modified pursuant to this Agreement, a collection cost recovery amount of \$2.00 per parcel, a Correction Charge of \$25.00 per parcel, and a one-time, initial set up cost recovery amount of \$250.00 shall be imposed for each special tax, fee or assessment that is to be collected on the County tax rolls by the County for the Authority. If Authority levies multiple special taxes, special assessments, and/or property-related fees upon the same parcel(s), a separate charge shall be paid for each special tax, special assessment, or property-related fee. This charge shall be included within the amounts certified to County pursuant to Section 4 of this Agreement. Authority is responsible to ensure that this charge is included in the amount of the special tax, special assessment, or property-related fee approved in accordance with applicable law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218). The total charges to be paid to the County hereunder will be deducted by the Auditor-Controller from the total amount of money collected for Authority before remittal of the balance to Authority. Authority hereby waives any right it may have under Government Code section 907 and to protest the deduction of the amounts specified in this Section. Authority acknowledges and agrees that County will not be required to notify Authority of its intent to deduct such amounts except by execution of this Agreement.

3. Transmission of Information. On or before August 10th of each year (unless an earlier date is specified by law) the Authority shall certify and deliver to the County Auditor an assessment roll showing the amount of the special tax or assessment against each parcel of land (which shall be designated by tax-rate area and assessment number, *i.e.*, parcel number appearing on the County Secured Assessment Roll) to be collected by the County for the Authority. In cases where the Authority levies a fixed charge special tax or assessment that is to be collected in installments over a period of years, the Authority shall compute annually the amount due as to each parcel shown on the County Secured Assessment Roll for the year in which it is to be collected and shall deliver to the County Auditor annually on or before August 10th (unless an earlier date is specified by law) the assessment roll showing the installment against each such parcel of land to be collected by the County for the Authority.

4. Certification to County. The Authority shall certify to the County Auditor-Controller the fixed charge special taxes, fees, or assessments in a dollar amount to be applied on each parcel of real property, which parcel shall be designated by the assessment (*i.e.*, parcel) number shown on the County Secured Assessment Roll for the year in which the special tax, fee or assessment is to be



collected. The amounts certified shall include the charges payable to County pursuant to Section 2 of this Agreement.

5. Verification by Authority. Authority is responsible for the validity and accuracy of the amount of the special tax, special assessment, or property-related fee, as well as the assessor parcel number to which it is being charged. It shall be the obligation of the Authority prior to the time of delivery to the County of the fixed charge special tax or assessment roll to check the County Secured Assessment Roll after it is filed by the County Assessor with the County Auditor to verify that the parcel numbers on the assessment roll for fixed charge special taxes or assessments certified by the Authority correspond with the assessment (*i.e.*, parcel) numbers shown on the County Secured Assessment Roll; any changes in special tax or assessment data previously certified to the County Auditor by the Authority which changes occur as a result of such verification shall be certified by the Authority to the County Auditor no later than August 10.

6. Submission of Data in Machine Readable Form. The performance by the County of the collection function for a charge as provided for in paragraph 2 above is conditioned upon the delivery by the Authority to the County Auditor of the required data and information for the collection of fixed charge special taxes or assessments in such “machine readable form” as may be acceptable to the County Auditor for use in, the County's electronic data processing equipment. In the event the information is not submitted in such machine readable form, the County will reject the data and notify the Authority to submit in the acceptable machine readable form. Annually, prior to July 1, the County Auditor will furnish the Authority with the format of the machine readable information necessary to process the special tax and/or assessment.

7. Incorrect Information. The County will not be obligated to enter on the County's assessment roll or to collect fixed charge special taxes or assessments where the Authority has furnished incorrect assessment numbers, *i.e.*, assessment or parcel numbers which do not correspond with assessment or parcel numbers shown on the County secured roll to which such assessments are to be added, or where the Authority has not furnished the information at the time or in the form specified. In such cases the County may return the assessment to the Authority. If the Authority determines that the assessment is to be placed on the County secured assessment roll for an ensuing year, the Authority may certify the information to the County between July 1st and August 10th of the ensuing year.

8. Charge for Sale and Deed to Authority. The Authority will pay to the County any expense incurred by the County in the event the County Tax Collector is required to sell or deed lands to the Authority, rather than to the State, for nonpayment of special taxes or assessments.

9. Modification of Collection Fees and Charges. The County, through the Auditor's Office, reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by the County in providing the services described herein, provided that written

notice of any increase or decrease in charges shall be given by the County to the Authority on or before May 15 of any year during the term of the Agreement.

10. Term of Agreement. All existing agreements between the County and Authority pertaining to collection of special taxes and assessments by the County for the Authority shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

11. Unusual Occurrences. Authority shall cooperate with the County Auditor-Controller to process and handle, special situations and unusual items not addressed elsewhere in this Agreement.

12. Legal Authorization. Authority shall annually provide a copy of the Authority governing body's certified Resolution or Ordinance authorizing the special tax, special assessment, or property-related fee to be collected on the secured tax bill. Such Resolution or Ordinance will reference the legal authority for such levy, the legal authority to place the special tax, special assessment, or property-related fee on the secured tax bill, and the "order" to the Auditor-Controller to place the special tax assessment on the secured tax bill for the current tax year. Authority warrants and represents that the special taxes, special assessments and/or property-related fees imposed by Authority and collected pursuant to this Agreement comply with all requirements of state and federal law, including but not limited to Articles XIII A, XIII C and XIII D of the California Constitution.

13. Indemnification. The Authority agrees to defend and indemnify the County, its agents, officers and employees (the "County Parties") from any demands, liability, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, Claims) arising from the County's performance under this Agreement, except in the event of willful misconduct or gross negligence of the County Parties. Except in the event of willful misconduct or gross negligence of the County Parties, the Authority further releases and forever discharges the County of Amador and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of Authority's responsibility under this agreement or other action taken by Authority in establishing the special tax, special assessment, or property-related fee and implementing collection of special taxes, special assessments and/or property-related fees as contemplated in this Agreement. Without limiting the generality of the foregoing, Authority shall hold harmless, defend, and indemnify County and its elected and appointed officers, officials, employees, and agents, from and against any claim or suit to determine the legality of the special tax, special assessment, or property-related fee, or arising from or related to the accuracy of the information provided by Authority, or any procedures employed by the County or its officers or employees in the collection of the special tax, special assessment, or property-related fee. If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, Authority agrees that the County of Amador may offset the amount of any judgment paid by the County of Amador or by

any indemnified party from any monies collected by the County of Amador on Authority's behalf, including property taxes, special taxes, fees, or assessments. The County of Amador shall notify Authority of its intent to implement any offset authorized by this paragraph.

14. Law and Venue. This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Amador County, California.

15. Taxpayer Inquiries. Authority shall respond to taxpayers' inquiries in a timely manner and not refer taxpayers to County regarding the removal or correction of special taxes, special assessments, or property-related fees.

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

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF AMADOR

AUTHORITY

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

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

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

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

APPROVED AS TO FORM FOR  
COUNTY:  
AMADOR COUNTY COUNSEL

APPROVED AS TO FORM FOR  
AUTHORITY:

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

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

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION CONSENTING TO INCLUSION OF	)	RESOLUTION NO. 17-___
PROPERTIES WITHIN AMADOR COUNTY'S	)	
UNINCORPORATED AREA IN THE CALIFORNIA	)	
HERO PROGRAM TO FINANCE DITRIBUTED	)	
GENERATION RENEWABLE ENERGY SOURCES,	)	
ENERGY AND WATER EFFICIENCY	)	
IMPROVEMENTS AND ELECTRIC VEHICLE	)	
CHARGING INFRASTRUCTURE AND	)	
APPROVING THE AMENDMENT TO A CERTAIN	)	
JOINT POWER AGREEMENT THERETO	)	

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, County of Amador (the "County") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so

cooperate with Authority in order to efficiently and economically assist property owners the County in financing such Improvements; and

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the County of Amador as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the County (the "JPA Amendment"), by and between Authority and the County, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the unincorporated area of the County in financing the cost of installing Improvements; and

WHEREAS, the County will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board of Supervisors finds and declares that properties in the County's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

2. This Board of Supervisors consents to inclusion in the California HERO Program of all of the properties in the unincorporated area within the County and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This Board of Supervisors hereby approves the JPA Amendment and authorizes the execution thereof by appropriate County officials.

5. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the County, and report back periodically to this Board of Supervisors on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the Board of Supervisors,  
Amador County, California

\_\_\_\_\_  
Deputy

## EXHIBIT A

### AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING COUNTY OF AMADOR AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH COUNTY

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2017, by County of Amador (“County”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

#### RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program known as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, County desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit County to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the unincorporated territory of County; and

WHEREAS, pursuant the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California



HERO Program, including the operation of such PACE financing program, within the unincorporated territory of County; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of County and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of County.

#### MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

##### A. **JPA Amendment.**

1. The Authority JPA. County agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, County shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of County as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of County. Except as expressly provided for by the this JPA Amendment, County shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. County shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

**B. Implementation of California HERO Program within County Jurisdiction.**

1. Boundaries of the California HERO Program within County Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire unincorporated territory of County.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

County will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. County entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

**C. Miscellaneous Provisions.**

1. Withdrawal. County or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no

outstanding indebtedness of Authority within County. The provisions of Section 6.2 of the Authority JPA shall not apply to County under this JPA Amendment. County may withdraw approval for conduct of the HERO Program within the jurisdictional limits of County upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. County withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of County's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and County shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. County shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. County recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by County.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Attn: Executive Director

County:

County of Amador  
810 Court Street  
Jackson, CA 95642  
Attn: County Administrative Officer

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent

jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Executive Committee Chair  
Western Riverside Council of Governments

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

COUNTY OF AMADOR

By: \_\_\_\_\_

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

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

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 16, 2017

From: Jon Hopkins, Dir.  
(Department Head *please type*)

Phone Ext. X759

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

05/23/17

Department Head Signature 

Agenda Title: Discussion and possible action regarding Pine Grove Town Hall Bid 17-07

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

On Thursday, May 11, 2017 at 1:30 pm, Bids for Amador County Pine Grove Town Hall Exterior Painting Project were received, opened and read publicly. Four (4) proposals were received, of which three (3) significantly exceeded the \$50K budget (see attached Bid Tabulation Form). Please see the attached memorandum for further information.

Recommendation: (1) Discussion and possible action in regard to raising the funding amount for this project and; (2) Award RFP 17-03 to Color Chart Inc. in the amount of \$49,000.00 and; (2) Approve the Chairmen to execute the attached agreement for Pine Grove Town Hall Exterior Painting Project with Color Chart Inc. based upon their execution and approval by County Counsel and the General Services Director. *x*

Recommendation/Requested Action:

Discussion and possible action.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts Limited resources

Unknown

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

Comments: Memo, Bid Tabulation and Contract are attached.

Committee Review?

N/A

Name \_\_\_\_\_

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

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)

GSA-Jon Hopkins

## FOR CLERK USE ONLY

Meeting Date 5-23-17 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 _____ 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
Completed by _____		

# 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](mailto:jhopkins@co.amador.ca.us)



## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *JH*

**DATE:** May 16, 2017

**SUBJECT:** Bid 17-07 Pine Grove Town Hall Exterior Painting Project

On Thursday, May 11, 2017 at 1:30 pm Bids for Amador County Pine Grove Town Hall Exterior Painting Project were received, opened and read publicly. Four (4) proposals were received of which three (3) significantly exceeded the \$50K budget (see attached Bid Tabulation Form).

**Background:** In December of 2015, staff met on site with Ron Regan, Owner of LGM Construction (LGM) to review exterior repair options for the Pine Grove Town Hall (PGTH). Staff also provided plans of building renovations performed by Amador County Recreation Agency (ACRA) to LGM. On February 29, 2016 staff received an estimate from LGM in the amount of \$23,000.00 to prep the building for paint, remove and replace 1,000 square feet of siding and prime and paint the building. Following the receipt of this estimate a concern the paint may contain lead was raised. Staff engaged ESS Environmental to evaluate the building for lead which was positive. On May 30, 2016 LGM revised their estimate to \$33,000.00 to include lead abatement and I added roughly a 6% contingency bringing the amount up to \$35,000.00

On June 6, 2016 the Administrative Committee reviewed this estimate from LGM. The committee requested options for lead abatement re-siding and painting the building. Staff met with LGM again on site to review options and then developed scopes of work for LGM to estimate from. Staff received two additional estimates from LGM on June 30, 2016; one for making repairs, encapsulating, re-siding and painting the building estimated at \$113,337.00; the other option completely removed all lead containing material, re-sided and painted the building estimated at \$142,447.00.

On July 18, 2016 staff met with the Administrative Committee to review options and estimates provide by LGM. Due to the amount of funding already spent on this property and other issues with parking concerns', the Committee recommended staff place this item on the next Closed Session agenda for the Board to consider. The item never made it to Closed Session as staff worked with the Chair, Vice Chair and CAO to exhaust all cost related alternatives such as conveyance of ownership of the property to Pine Grove Community Services District (PGCSD) and renting adjacent property. None of the alternatives came to fruition. In January 2017 staff once again reviewed with LGM their estimates to determine if the estimates were still accurate and they were.

On January 17, 2017 staff met with the Administrative Committee to discuss funding, other immediate priorities, lack of resources, prioritization of projects and progress with PGTH.



The committee recommended a full Board discussion.

On February 28, 2017 the Board considered all matters ultimately identifying a specific scope of work and amount of \$50,000.00 for the PGTH repairs. On April 21, 2017, and April 25, 2017 Bids for this work were advertised. The County has very few qualified licensed contractors located within the County capable of performing this work and staff is aware of only one (LGM) that regularly performs this type of work. With that knowledge, and prior to issuing bids, on April 17, 2017 staff contacted LGM to discuss the number of days anticipated to perform the work, lead abatement requirements and verified the accuracy of their estimates once again.

**Subject or Key Issue:** Award Bid 17-07 Pine Grove Town Hall Exterior Painting Project to Color Chart Inc. located in San Bruno, CA

**Analysis:** LGM was contacted to determine the reasons for why their Bid was so much higher than their estimates. Although there are no window stickers to compare this type of work to, LGM did report they made a significant error in their lead abatement estimate. It is also staff's opinion that contractors originally planned on power washing the building, yet came to realize that capturing lead containing water on this steep slopped property with limited access required extensive engineering controls leading to the increase. Alternatively, scraping methods without power washing requires extensive air monitoring of the site and its employees also potentially raising the cost. There are also limited pools of qualified contractors to draw from to perform such work which may have also contributed to high bids. Other obvious increases in cost are related to contractors' geographic location.

During the discussion with the Board in February regarding the amount of funding to be dedicated to this project, the Board understood the complexities of the project adding \$15,000.00 to the \$35,000.00 LGM estimate for the GSA Director to maximize repairs and deal with unforeseen conditions such as dry rot. Since the probability is high this work could trigger other repairs, consideration of raising the amount allocated may be prudent.

Color Chart Inc. located in San Bruno, CA meets all the requirements for this work; see that attached Bid Evaluation sheet. In addition, a mandatory pre-bid conference was held on May 3, 2017 on site where the work was also discussed. No discrepancies in or omissions in the bid information and documents have been identified.

Based upon Bid reviews the following is recommended for consideration.

---

**Recommendation:** (1) Discussion and possible action in regard to raising the funding amount for this project and; (2) Award RFP 17-03 to Color Chart Inc. in the amount of \$49,000.00 and; (2) Approve the Chairmen to execute the attached agreement for Pine Grove Town Hall Exterior Painting Project with Color Chart Inc. based upon their execution and approval by County Counsel and the General Services Director.

cc: Chuck Iley, County Administration Officer  
File



## BID EVALUATION

May 11, 2017

Bid Division: **General Services**

Project Name: **Pine Grove Town Hall Exterior Painting Project**

Bid No.: **ITB 17-07**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to GSA in Martell at or before 1:30 PM on May 11, 2017.

**Apparent Low Bidder: Color Chart Inc.**

Bidder Name	COLOR CHART INC.	FIX PAINTING COMPANY	LAGUNA GOLD MORTGAGE INC.	COLOR NEW CO.
Bid Price (As submitted)	\$49,000.00	\$78,000.00	\$92,000.00	\$93,000.00
Bid Price (As confirmed by staff)	\$49,000.00	\$78,000.00	\$92,000.00	\$93,000.00
Bid Form Complete / Consistent	✓	✓	✓	✓
Contractors License	✓	✓	✓	✓
Copy of Sub-Contractors Licence	✓	N/A	✓	N/A
Bidder's Bond	✓	✓	✓	✓
Addendum Acknowledgement	✓	✓	✓	✓
Contact Info	✓	✓	✓	✓
Guaranty	✓	✓	✓	✓
Sub-Contractor Listing	✓	see note #1	✓	see note #1
Min. Wage Rate Cert.	✓	✓	✓	✓
Bidder's Declaration	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Disqual., Removal, Prevention	✓	✓	✓	✓
Contractor DIR Registration	✓	✓	✓	✓
Sub-Contractor DIR Registration	✓	N/A	✓	N/A

#1 No subs listed but form was included in Bid package.

FOR REFERENCE ONLY

## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Color Chart Inc., whose place of business is at 152 Acacia Avenue, San Bruno, CA 94066 ("Contractor") and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

### **Bid No. 17-07: Pine Grove town Hall Exterior Painting Project**

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### **Article I. The Work**

- 1.1 Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the completion of the work described in **Bid No. 17-07** for the **Pine Grove town Hall Exterior Painting Project** as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work"). The Work shall be done and the materials furnished in accordance with the Specifications (defined below).
- 1.2 Contractor has reviewed the Specifications and represents that:
  - a) If the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to, all applicable building codes; and
  - b) The Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Specifications and matters reasonably inferable there from for the Contract Price (defined below).
- 1.3 If at any time during the process of the Work County desires to add to, alter, deviate from, or make omissions from the work to be performed under the Specifications, County shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Contract Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of that portion of the Work, and the amount thereof shall be added to the Contract Price. Any increase or decrease in Contract Time due to such additions, alterations, deviations, or omissions shall be added to or subtracted from the Completion Date (defined below). This Contract shall be held to be completed when the Work is finished in accordance with the Specifications, as amended by such changes.

#### **Article II. Contract Time**

- 2.1 Contractor shall begin the Work within ten (10) working days after receipt of a Notice to Proceed from the Project Manager (defined below), and shall complete the Work within thirty (30) working days in strict accordance with Contract Documents. A sample Notice to Proceed is attached as **Attachment "A"** and incorporated by this reference.)

- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under each Notice to Proceed within thirty (30) working days of receipt of a Notice to Proceed (each a "Completion Date"). If Contractor fails to complete the Work by the applicable Completion Date, then Contractor shall pay to County the cash sum of Two Hundred Fifty Dollars and NO Cents (**\$250.00**) per day for each day beyond the Completion Date that the Work remains uncompleted.

### Article III. Contract Price

- 3.1 County shall pay Contractor for performance of the Work in accordance with the unit prices established in Section 3.4 below, up to a not to exceed amount of **Forty Nine Thousand Dollars and no Cents (\$49,000.00)**, subject to additions and deductions as provided in this Contract (the "Contract Price").
- 3.2 The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Contract; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities. No payment at premium rates for overtime, Sunday, or holiday work shall be included in Contractor's bills to County unless specifically authorized in advance in writing by County. Unit prices stated in the Contract shall be used to compute adjustments of the Contract Price for approved Unit Price items of the Work. Such adjustments will be made by change order.
- 3.3 Progress payments on account of the Contract Price shall be made as follows:
- a) County shall make progress payments approximately every 30 days as the work proceeds in one fiscal year period, on estimates made by County of the percentage of the Work accomplished that meets the standards of quality established under the Contract, as approved by the Project Manager.
  - b) Before the first progress payment in one fiscal year period, Contractor shall furnish, in such detail as requested by the Project Manager, a breakdown of the Contract Price showing the amount for each principal category of the work, in order to provide a basis for determining progress payments. The breakdown shall be approved by the Project Manager. If the contract covers more than one project, Contractor shall furnish a separate breakdown for each.
  - c) County shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work completed in one fiscal year period under the Contract.
  - d) All material and work covered by progress payments made shall, at the time of payment become the sole property of County, but this shall not be construed as (1) relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of County to require the fulfillment of all of the terms of the Contract.

- e) County shall make the final payment in one fiscal year period to Contractor under this Contract after (1) completion and final acceptance of all Work, and (2) presentation of release of all claims against County arising by virtue of this Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release, in the form attached as **Attachment “B”**.
- f) Prior to making any payment, the Project Manager may require Contractor to furnish lien releases, receipts or other evidence of payment from all persons performing work and supplying material to Contractor. If so required, Contractor shall use the lien release forms attached hereto as **Attachment “C-1” through “C-6”**.

3.4 Unit Prices:

- a) Unit Prices shall be used for the following components of the Work:

Item of Work	Unit of Measurement	Price per Unit of Measurement
Prepare building for paint. Pressure wash & scrape per HUD & State Guidelines for lead paint	Lump Sum	\$19,000.00
Remove & replace 1,000 square feet of damaged siding per HUD & State guidelines for lead paint	Square Foot	\$8.00
Prime (1 coat) & paint (2 coats) Building and all trim	Lump Sum	\$22,000.00

- b) Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the unit price component of the Work and to coordinate the Unit Price work with adjacent work, and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the Unit Prices as full compensation for furnishing such work.
- c) Contractor shall immediately notify Project Manager when conditions require the use of Unit Price items of work. The applicability of, measurement methods for, documentation of, and final adjustment of the Contract Price for Unit Price items of work shall be determined by the Project Manager. After performing Unit Price items of work as directed by the Project Manager, Contractor shall take necessary measurements in the presence of the Project Manager (unless waived by the Project Manager), and shall submit calculations of quantities to the Project Manager for approval. Contractor shall notify the Project Manager one day in advance of taking measurements.
- d) The Contract Price is based upon estimated quantities for unit price work set forth in the Invitation to Bid. The Contract Price will be adjusted by change order for any increases or decreases in quantities used for unit price work.

- 3.5 Pursuant to Public Contract Code section 22300, at the request and expense of Contractor, securities equivalent to the amount withheld may be deposited by Contractor with the County, State Treasurer or with a state or federally chartered bank as the escrow agent, who shall release such securities to Contractor upon satisfactory completion of the Contract. Alternatively, Contractor may request, pursuant to Public Contract Code section 22300, that payment of retentions be made directly to the escrow agent. Contractor shall receive the interest earned on the investments upon the same terms provided for in section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the County.

#### **Article IV. Project Manager**

- 4.1 The Project Manager shall be County's Director of General Services or his or her designee. The Project Manager shall have the authority to stop work immediately on the job if hazardous or detrimental conditions are suspected, and shall represent County in all matters pertaining to this Contract except where approval by the Board of Supervisors is specifically required.

#### **Article V. Contractor's Representations and Warranties**

In order to induce County to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the sites and has examined thoroughly and understood the nature and extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

#### **Article VI. Contract Documents**

- 6.1 The Contract Documents comprise the entire agreement between County and Contractor concerning the Work, and consist of the following, each of which is on file in the office of the General Services Administration. All Contract Documents relating to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:
- a) Invitation to Bid No. (17-07)
  - b) This Construction Contract.
  - c) ESS Environmental General Work Requirements
  - d) Lead Based Paint Testing Report
- 6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented by the Board of Supervisors.

#### **Article VII. Warranty of the Work**

All Work that is unsatisfactory to County in County’s reasonable judgment shall be immediately repaired, removed, and replaced with Work of a quality approved by County, without additional compensation to Contractor. Contractor guarantees that the Work will be free from faulty materials or workmanship. Upon receiving notification from County, Contractor agrees to remedy, repair, or replace, immediately, without cost to County and to County’s satisfaction, all defects, damages, or imperfections appearing in the work within a period of twelve (12) months after the date of final completion and acceptance by Project Manager of the Work. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the jobsite will be left in a broom-clean condition.

### Article VIII. Insurance

- 8.1 Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following insurance with an insurance carrier satisfactory to County:
- a) Commercial Liability Insurance with \$1,000,000 limit each occurrence with a \$2,000,000 aggregate for Bodily Injury and Property Damage, including contractual liability, explosion, collapse and underground (XCU), broadform property damages, County’s and Contractor’s protective, and completed operations coverages. Commercial Liability Insurance shall be issued on an “occurrence” form and not under a “claims made” or “modified occurrence” commercial liability form.
  - b) Commercial Automobile Liability Insurance with \$1,000,000 combined single limit each person Bodily Injury, and Property Damage, including coverage for owned, non-owned and hired vehicles.
  - c) Workers’ Compensation and Employers’ Liability Insurance for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers’ Compensation is \$1,000,000 limit each accident and Workers’ Compensation policy shall include Employers’ Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- 8.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA, 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least **thirty (30)** days prior to said 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 must be on file prior to beginning the Work.**

- 8.3 Certificates of insurance must include the following provisions:



- a) The insurer will not cancel the insurance coverage without **thirty (30)** day prior written notice to the County (10 days prior written notice for nonpayment of premiums); and
  - b) Commercial Liability Insurance and Commercial Automobile Liability Policies shall be endorsed to name the County of Amador, its officers, officials, employees, representatives and agents are included as additional insured, but only insofar as the operations under this Agreement are concerned.
  - c) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. 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.
- 8.4 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.
- 8.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor 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) 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.
- 8.6 Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

#### **Article IX. Bonds**

- 9.1 Within Five (5) business days following award of the Bid to Contractor, Contractor must file with County the following bonds:
- a) Corporate surety bond, in the form of **Attachment "D"** to this Contract, in a sum not less than 100 percent of the Contract Price, to guarantee faithful performance of Contract ("Performance Bond").
  - b) Corporate surety bond, in the form of **Attachment "E"** to this Contract, in a sum not less than 100 percent of the Contract Price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract ("Labor and Material Bond").
- 9.2 Corporate sureties on these bonds and on bonds accompanying Proposals must possess a minimum rating from A. M. Best Company of A- VII; be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing; and be an admitted carrier in California with a valid surety license.

- 9.3 The Contract Price, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of the Work (or corrected total if errors are found).
- 9.4 For increases in the Contract Price by Change Orders, or otherwise, which in the aggregate equal or exceed ten percent (10%) of the Contract Price, and for all such subsequent increases in the Contract Price thereafter, Contractor shall submit to County, through Project Manager, evidence of additional bond coverage for such increases in the Contract Price. Contractor shall be compensated for such additional bond coverage.
- 9.5 If the successful bidder fails to sign and return to the Director of General Services Administration the Contract, and furnish the bonds in the sums specified in the Contract Documents with a surety satisfactory to County Risk Manager within **five (5)** days following the award of the Bid, County may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and the acceptance thereof shall be null and void, and the security accompanying the bid or the Contract shall be forfeited and become the property of County of Amador.
- 9.6 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of County, to pay promptly the amount of such bonds to the extent to which surety might be liable, Contractor, within thirty (30) days after receiving written notice, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by County in place of the surety becoming insolvent or unable to pay. If Contractor fails within such thirty (30) day period to substitute another and sufficient surety, Contractor shall, if County so elects, be deemed to be in default in the performance of its obligations hereunder and upon its bid and performance bonds, and County, in addition to any and all other remedies, may terminate the Contract, bring suit or other proceedings against Contractor and the sureties, or may take such other actions as County may deem necessary to protect itself against any potential default by the surety.

#### **Article X. Work Stoppage; Termination**

- 10.1 If Contractor at any time during the progress of the work refuses or neglects, without the fault of County, to supply sufficient materials or workers to continue or complete the Work for a period of more than **two (2) working** days after having been notified in writing by County to furnish them, County shall have the power to terminate this Contract or furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the Contract Price.
- 10.2 County shall have the right at any time, when in its reasonable opinion Contractor is not in good faith carrying out the terms of this Contract, by a written notice delivered to Contractor, to require contractor to discontinue all Work under this Contract, and Contractor shall then discontinue the Work and County shall have the power to contract for completion of the work or to complete the Work itself, and to charge the cost and expense to Contractor. The expense so charged shall be deducted and paid by County out of money that either may be due or may at any time thereafter become due to Contractor under this Contract. County shall pay Contractor the lesser of the reasonable value of the Work completed by Contractor to the date of the notice to discontinue the work or the portion of the Contract Price allocable thereto.
- 10.3 County shall have the right at any time, for its own convenience, to discontinue permanently the Work being done under this Contract by sending a written notice to Contractor to do so, and Contractor shall then discontinue the Work. In this event, Owner shall pay to Contractor the full amount (including retention) to which Contractor shall be entitled for all Work done by Contractor up to the time of such discontinuance.

## Article XI. Miscellaneous

- 11.1 It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 11.2 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 11.3 Contractor Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment F**.
- 11.4 All material resulting from removal work, except as specified otherwise, shall become the property of Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 11.5 This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 11.6 Contractor shall indemnify, defend (upon the 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 the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. 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 Contract on behalf of Contractor by any person or entity.
- 11.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 11.8 The Work is a “public work” as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at County office, and shall be made available to any interested party on request.
- 11.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract 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 Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 11.10 Pursuant to Labor Code section 1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per day for each worker employed on the Work for more than eight hours in any one calendar day or forty hours in any calendar week unless overtime compensation is paid in conformance with the provisions of the Labor Code.
- 11.11 Claims under this Contract are subject to the claims resolution procedures set forth in Public Contracts Code section 20104 *et seq.* These procedures require, among other items, that (i) the claim must be filed in writing with substantiating documentation before the date of final payment; (ii) County must respond in writing within 45 days if the claim is less than \$50,000 or 60 days if the claim is in excess of \$50,000 up to \$375,000; (iii) if the claim is not resolved, Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; and (iv) if the issues are not resolved after the informal conference, Contractor may file a claim as provided in Government Code section 900 *et seq.*
- 11.12 This Contract may be amended only by written agreement executed by both County and Contractor. Notwithstanding the foregoing, County may issue change orders in conformance with this Contract. Alterations, modifications or extras (“modifications”) that result in a change in the Contract Price or Completion Date, or both, shall be effected by a written change order that has been approved by Project Manager for amounts not to exceed \$5,000 per modification of the Contract Price. Modifications for amounts exceeding \$5,000 up to \$10,000 per change may be approved and signed by the County Administrative Officer. Modifications in excess of those amounts for individual change orders, or any change order that in the aggregate with other change orders exceeds 10% of the Contract Price, must be approved by the Board of Supervisors.
- 11.13 In the event of a conflict between this Contract and the Specifications, this Contract shall prevail.
- 11.14 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.
- 11.15 **Notice:** A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, as defined in this chapter, unless currently registered and qualified to perform Public Work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform Public Work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:  
Color Chart Inc. a California Corporation

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_

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

Federal I.D. number \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY GILLOTT  
County Counsel of Amador County

ATTEST:  
JENNIFER BURNS  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_

# Attachment "A"

## NOTICE TO PROCEED

Date:

Color Chart Inc.  
152 Acacia Avenue  
San Bruno, CA 94066

Dear \_\_\_\_\_ :

This Notice to Proceed authorizes you to begin work on \_\_\_\_\_, 2017. The work to be done includes **(Insert Type of Work Being Authorized):**

XXXX

The work described must be completed within thirty (30) working days of the start date listed above.

If you have any questions or concerns, please contact Mark Olivarria at (209) 223-6744.

\_\_\_\_\_  
(Signature)

Mark Olivarria, Project Manager

\_\_\_\_\_  
(Signature)

Contractor Name

ATTACHMENT "B"

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this [DATE] day of [MONTH], [YEAR], by and between the County of Amador ("County"), and [Name of Contractor ("Contractor")], whose place of business is at [Address of Contractor].

RECITALS

- A. On \_\_\_\_\_, 2017, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") constituting of (Insert Type Work here).
B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between County and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed damages except as detailed below:

Table with 2 columns: Description and Amount. Rows include Original Contract Sum, Modified Contract Sum, Payment to Date, Damages, and Payment Due Contractor.

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Table header with 4 columns: Claim No., Date Submitted, Description of Claim, Amount of Claim.

[Insert information, including attachments if necessary]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

**\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\***

COUNTY OF AMADOR

CONTRACTOR:

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY: \_\_\_\_\_ Principal

Name: (please print) \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY GILLOTT

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

BY: \_\_\_\_\_  
County Counsel

ATTEST:

JENNIFER BURNS, Clerk of the Board  
Of Supervisors, Amador County, California

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



ATTACHMENT "C-1"

UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT

The undersigned has been paid in full for all labor, services, equipment, or material furnished to \_\_\_\_\_ on the project of the County of Amador located on \_\_\_\_\_  
(name of contractor or subcontractor) \_\_\_\_\_ and does hereby release any lien, stop notice, or bond  
(project name and location) right that the undersigned has on the above reference project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to \_\_\_\_\_  
(name of contractor or subcontractor) through \_\_\_\_\_ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_ (Company Name)

By: \_\_\_\_\_

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

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT "C-2"**

**UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_ on the project of the County of Amador located at \_\_\_\_\_  
(name of contractor or subcontractor) \_\_\_\_\_ and does hereby waive and release any right to a \_\_\_\_\_  
(project name and location) mechanic's lien, stop notice, or any right against a labor and material bond on the project, except for disputed claims for extra work in the amount of \$\_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

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

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**ATTACHMENT "C-3"**

**CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(name of contractor or subcontractor)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(amount of check) (payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_

\_\_\_\_\_  
(project name and location)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to \_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
(name of contractor or subcontractor)

\_\_\_\_\_  
(date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

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

**ATTACHMENT "C-4"**  
**CONDINAL WAIVER AND RELEASE**  
**UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(name of contractor or subcontractor)

in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_  
(amount of check) (payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at \_\_\_\_\_  
\_\_\_\_\_  
(project name and location)

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

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

ATTACHMENT "C-5"

REDUCTION OF STOP NOTICE
CIVIL CODE § 3262

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by [blank] on that project known (Enter Claimant - Name of Person or Firm Claiming Stop Notice)

as [blank] against the County of Amador (Enter Name of Project as it Appears on Stop Notice)

dated [blank] is hereby partially reduced in the amount of [blank]. (Date of Stop Notice) (Total Amount to be Reduced)

The remaining balance of the stop notice is \$ [blank].

Dated: [blank]

Firm Name [blank] (Enter Name as it Appears on Stop Notice)

By: [blank] (Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This reduction: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction.

Verification

I, the undersigned, say: I am the [blank] (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Reduction of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on [blank], 20 [blank], at [blank], California.

[blank] (Personal signature of individual who is verifying contents of release)

**ATTACHMENT "C-6"**  
**RELEASE OF STOP NOTICE**  
**CIVIL CODE § 3262**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by \_\_\_\_\_ on that project known  
(Enter Claimant – Name of Person or Firm Claiming Stop Notice)

as \_\_\_\_\_ against the County of Amador  
(Enter Name of Project as it Appears on Stop Notice)

dated \_\_\_\_\_ is fully released in the amount of \$ \_\_\_\_\_.  
(Date of Stop Notice) (Total Amount to be Released)

Dated: \_\_\_\_\_ Firm Name \_\_\_\_\_  
(Enter Name as it Appears on Stop Notice)

By: \_\_\_\_\_  
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This release: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction or release; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction or release; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction or release.

**Verification**

I, the undersigned, say: I am the \_\_\_\_\_ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Release of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
(Personal signature of individual who is verifying contents of release)

**ATTACHMENT "D"**

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_, 2017, is in the penal sum of \$ \_\_\_\_\_, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Firm Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Director of General Services**

Construction Contract:  
**Pine Grove Town Hall Exterior Painting Project**  
Bid No.: **17-07**  
Location: Amador County  
Construction Contract dated \_\_\_\_\_, 2017 in the amount of \$ \_\_\_\_\_.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2. County has agreed to pay the Balance of the Contract Sum to:
    - 3.2.1 Surety in accordance with the terms of this Bond and the Construction Contract, or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract, and, upon determination by County of the lowest responsible bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with County, determine in good faith the amount for which it may then be liable to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts Surety's tender under this paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 5 below.
5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract



including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
  - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:
  - 12.1. Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to the provisions of Paragraph 1.13.G of the General Conditions.

12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

ATTACHMENT "E"

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond ("Bond") is dated \_\_\_\_\_, 2017, is in the penal sum of \$ \_\_\_\_\_, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Firm Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address of Principal  
Place of Business:  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY OF AMADOR  
810 Court Street  
Jackson, CA 95642

Project Manager: **Director of General Services**

Construction Contract:  
**Pine Grove Town Hall Painting Project**  
Bid No. 17-07  
Location: Amador County

Construction Contract dated \_\_\_\_\_, 2017  
in the amount of \$ \_\_\_\_\_.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Contractor or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Construction Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same and also, in case suit is brought upon this bond, a reasonable attorneys' fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorneys' fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
  - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
  - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

**ATTACHMENT "F"**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE  
AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGMENT FORM  
FOR CONTRACTORS**

The undersigned, authorized signatory for Color Chart Inc., (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL 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 Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this **Attachment "F"** is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

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

Print Name: \_\_\_\_\_

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

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

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

# ESS Environmental

5716 Folsom Blvd.,/PMB #146 • Sacramento, CA 95819 • (916) 383-6642 • ess\_environmental@yahoo.com

## GENERAL WORK REQUIREMENTS

**General Work Requirements for any work designed to reduce or eliminate lead-based and/or lead containing paints, dust or building components for the planned exterior re-paint and/or siding removal for the Pine Grove Town Hall located at 19889 Highway 88, Pine Grove CA**

The majority of the planned re-painting/remediation for this building involves the stabilization and cleaning of existing lead containing painted exterior surfaces, utilizing techniques such as wet scrapping away any flaking, chipping or peeling paint and possible wet sanding in preparation for re-painting. Removal of building components such as windows, window components, doors, wood trims, wood siding etc., may also be required for this project. Painted components to be removed would be as directed by the County of Amador and/or the awarded contractor.

- I. Worksite Preparation Levels:
  - A. Exterior: HUD Guidelines, Chapter 8,
  - B. Windows: HUD Guidelines, Chapter 8.
  
- II. Worker Requirements
  - A. DHS Certified supervisor- Title 17, CCR, Section 36100(a)(1)  
DHS Certified workers
  - B. Full compliance with Cal/Osha Construction Safety Orders, Lead Section 1532.1
  - C. All workers certifications, medicals and fit test must be submitted prior to the start of this project.
  - D. Representative contractor employee air monitoring to be done for each task. Results to be provided within 24 hrs.
  
- III. Notification Requirements
  - A. Abatement of Lead Hazards Notification- California Department of Public Health (CDPH Form 8551)
  - B. Lead Work Pre-Job Notification- State of California, Division of Occupational Safety and Health (Cal-Osha)
  
- IV. Stabilization/Removal Methods
  - A. See HUD Guidelines, Chapter 12: Abatement  
See applicable sections for abatement, component removal, mechanical removal, etc.
  
- V. Cleaning
  - A. See HUD Guidelines, Chapter 14, Applicable sections

VI. Waste Categorization

- A. All waste streams generated during this paint stabilization/removal project must be properly sampled, analyzed and disposed of in full compliance with all applicable local, State and Federal regulations. Copies of all laboratory analysis of these waste streams must be submitted at the completion of the stabilization/removal phase of this project and prior to any disposal of the waste.

VI. Clearances

- A. Visual clearances only for dirt/pavement areas
- B. Visual and Wipe Clearances to meet current HUD clearance standards for deck and windowsill areas.
- C. All clearances will be performed within 24 hours after initial contractor request. Any required re-cleaning and/or re-testing will be paid for by the lead abatement contractor.



**LEAD BASED PAINT TESTING REPORT  
FOR PLANNED AREAS OF RENOVATION ON THE  
EXTERIOR OF THE TOWN HALL BUILDING LOCATED  
AT 19889 HIGHWAY 88, PINE GROVE CA**

**1.0 INTRODUCTION**

ESS Environmental (ESS) conducted testing for lead-based paint on exterior building components at the above referenced location on December 17th, 2015. For this testing a total of twenty (20) paint chip samples were taken. Mr. Michael Horan, a DHS Certified Inspector/ Assessor (#779) conducted the lead-based paint testing in accordance with EPA, HUD and DHS protocols as a general guideline. This lead-based paint testing was performed for and authorized by Mr. Mark Olivarria, an agent for Amador County. This document was prepared for the sole use of Mr. Mark Olivarria and Amador County. No other party shall rely on the information contained in this report without the written consent of Mr. Mark Olivarria. The scope of services, inspection and sampling methodology and laboratory results are as listed in the following.

**2.0 SCOPE OF WORK**

The goal of this paint testing was to identify lead containing paints that may be present on the exterior building components which would be disturbed during any renovation or the painting of this building. ESS performed this lead-based paint testing on representative paints and components that could be accessed and that would be disturbed during renovation or painting. The survey included the visual observation and identification of building components suspected of containing lead based paint and a condition assessment of the suspect paint and chip samples collected. The condition assessment is conducted by visually assessing if a paint surface is in good or poor condition. A suspect painted surface noted to be cracking, peeling away from the substrate or damaged are considered to be in poor condition. Suspect painted or damaged surfaces not exhibiting these conditions are noted to be in good condition. For the lead-based paint testing at this location a total of twenty (20) paint chip samples were taken (Samples 1L-990 through 20L-990). For this survey the rear of the building was not accessible. Only limited access was available for the East Side of the building.

**3.0 PROPERTY DESCRIPTION**

The building surveyed at this location was a single story town hall building with two attachments at the rear of the main structure and is +/- 70 years of age.

**4.0 QUALIFICATIONS**

Michael Horan of ESS Environmental performed the paint testing on the listed interior painted building components. Michael is currently certified by the California Department of Health Services, Childhood Lead Poisoning Branch as an Inspector/Assessor (#779).

## 5.0 METHODS OF TESTING

Representative surfaces with suspect lead containing paints were sampled by utilizing a heat gun to first lift the paint layers and then to remove the paint chips for analysis. Each paint chip sample was placed into a labeled container, sealed and later delivered to Microtest Laboratory in Sacramento, CA for analysis by Flame Atomic Absorption Spectroscopy (SW8463050\*/7000B).

## 6.0 TESTING PROTOCOL

Each representative component assumed to be disturbed was sampled using HUD guidelines as published in October, 1997. A minimum of one sample was taken of each component identified. HUD and the EPA have not yet defined a lead-based paint survey. The objective of this survey was to determine the relative level of lead-based paint on the painted components to be disturbed during any renovation or painting. HUD protocol for noting the locations of samples taken, call for assigning the location being sampled a name. The exterior or interior is designated by assigning the address street side of the building or room as the A side. You then proceed clockwise around the building or room to the B side, C side and then the D side. You then note the building component being sampled. This protocol was utilized for this survey and is seen on the enclosed Plot Plan and referenced on the Lead In Paint Sample Results Table.

## 7.0 SITE SPECIFIC OBSERVATIONS

The general condition of this building was good. The painted surfaces on the sampled building components ranged from poor to good condition at the time of the paint testing.

## 8.0 REGULATORY OVERVIEW FOR LEAD BASED PAINT

Lead-based paint (greater than 600 mg/kg lead) was discontinued for residential and public use by 1978. For this report the 600 mg/kg standard will be utilized for positive lead content in paint.

The U.S. EPA, HUD, and the California Department of Health Services (DHS) define LBP's as paints containing greater than 5,000 ppm, 0.5% lead by weight or 1.0 mg/cm<sup>2</sup> total lead. OSHA and Cal-OSHA regulations (Lead Construction Standard) do not provide a definition for "lead-based paint" but do refer to the EPA, HUD, and DHS numbers mentioned above. Cal-OSHA is primarily concerned with worker protection and therefore, regulates any amount of lead contained within painted building components. Cal-Osha has stated that disturbance of lead containing painted or stained surfaces containing 600 ppm or greater may pose a hazard.

In addition, Cal-OSHA does provide a Permissible Exposure Limit (PEL) for worker exposure to airborne lead particles of 50 micrograms per cubic meter of air (50 hg/m<sup>3</sup> for

an 8-hour time-weighted average). The OSHA Lead Construction Standard also lists an Action Level of 30 hg/m<sup>3</sup> for an 8-hour time-weighted average. Therefore, renovation or demolition activities that include materials with lead in any concentration could, under certain circumstances, trigger the OSHA and Cal-OSHA regulations.

The concentrations of airborne lead generated by disturbing the paints at this site would vary and may be low to high based upon several factors, including the quantities of lead present, the type of activity (including “trigger tasks”) and the severity of disturbance to the building materials. Determination of airborne lead concentrations would require air monitoring by a trained lead professional during building material disturbance. The results of the lead based paint survey should be provided to contractors and subcontractors performing work at the site that may disturb painted components.

## 9.0 LEAD-BASED PAINT SAMPLE RESULTS & SUMMARY

ESS collected a total of twenty (20) paint chip samples for this testing. Based on the results of the subsequent Flame AA analysis of these samples, received on December 21<sup>st</sup>, 2015, seven (7) of the twenty (20) samples contained detectable amounts of lead in their composition in amounts ranging from 3088ppm to 360177ppm. See attached Microtest Report Accession Nos. L3672 through L3691. A complete summary of all twenty (20) samples and their analysis are attached as the Lead In Paint Sample Results Table.

## 10.0 RECOMMENDATIONS

The purpose of the paint testing was to determine relative lead-based paint levels on various components to be disturbed. This survey concludes that six (6) of the twenty (20) samples of the **tested components contained lead-based paint**, as defined by the California Department of Health Services, under Title 17, California Code of Regulations, Division I, Chapter 8, section 35033. This testing should be utilized as a guideline only and a general indicator of paints and paint conditions at this location.

The reason for this paint survey was to determine the level of risk from lead based paint that may be present at this location for the renovation/paint work activity that may disturb it. Based on the level of lead present in paints on exterior painted building components shown to be present at this location, a lead hazard may exist for some of the planned activities if the material containing the lead based paint were to be aggressively disturbed.

In addition to the above information, additional information on managing lead-based paint can be obtained from the California Department of Health Services (DHS) webpage ([www.dhs.ca.gov/childlead](http://www.dhs.ca.gov/childlead)), U.S. Housing and Urban Development ([www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)), and the U.S. Environmental Protection Agency webpage ([www.epa.gov/lead](http://www.epa.gov/lead)). Telephone information can be obtained from California DHS (800-597-LEAD) and the National Lead Information Council (800-424-LEAD). The booklets “Reducing Lead Hazards When Remodeling Your Home” and “Lead Paint Safety” provide many good tips before disturbing paint in any building.

For the disturbance or the removal of the lead based or lead containing paints or components at this location the contractor performing that work must do so in full compliance with Cal-Oshas Lead In Construction Standard (Title 8CCR Section 1532.1). The work should also be performed utilizing HUD guidelines which spell out the requirements for safely performing lead related construction work. The waste streams generated by this work must be sampled for proper waste characterization and disposal. ESS Environmental can if requested provide this waste characterization and visual or wipe clearance following the work.

## **11.0 INSPECTION LIMITATIONS**

This testing was planned, developed, and implemented based on the experience in performing lead-based paint surveys and inspections by ESS Environmental. The work was conducted in accordance with HUD guidelines, where applicable. ESS Environmental utilized state-of-the-art practices and techniques in accordance with regulatory standards while performing this survey.

## **12.0 DISCLOSURE**

Lead-based paint (5,000 ppm or greater) was identified on this building. As required by the California Department of the Health Services (DHS) a Lead Hazard Evaluation Report utilizing form No. 8552 was filled out and sent to them referencing the findings of this report.

## Lead in Paint Sample Results

Location: 19889 Highway 88  
 Pine Grove CA  
 Representative: Mr. Mark Olivarria

Inspector: Michael L. Horan  
 Date: 12-18-15  
 Job #3990.15

Sample Location	Sample #	Paint Condition	Mg/kg (PPM)	Positive/Negative Results
Exterior, A Side Upper Wall over Entry Deck	1L-990	Poor	20035	Positive
Exterior, A Side Wall	2L-990	Poor	<100	Negative
Exterior, A Side Window Casing Trim	3L-990	Poor	<100	Negative
Exterior, A Side Window Frame	4L-990	Good	<100	Negative
Exterior, A Side Door Casing	5L-990	Good	<100	Negative
Exterior, A Side on Left Side Entry Door	6L-990	Good	<100	Negative
Exterior, A Side on Right Side Porch Column	7L-990	Poor	28314	Positive
Exterior, A Side on Middle Porch Deck	8L-990	Poor	<100	Negative
Exterior, B Side Lower Wall by Window	9L-990	Good	<100	Negative
Exterior, B Side, Window 1 on Casing Trim	10L-990	Poor	<100	Negative
Exterior, B Side, Window 2 on Sill	11L-990	Poor	<100	Negative
Exterior, B Side, Window 2, Window Frame	12L-990	Poor	<100	Negative
Exterior, B Side on Upper Eave Bracket	13L-990	Good	5801	Positive
Exterior, B Side Wall	14L-990	Poor	360177	Positive
Exterior, B Side on Upper Window Casing Trim	15L-990	Poor	40898	Positive
Exterior, B Side on Upper Fascia Board	16L-990	Poor	46031	Positive
Exterior, C Side on Upper Wall on Battenboard Siding	17L-990	Good	<100	Negative
Exterior, D Side on Original Wall	18L-990	Poor	3088	Positive
Exterior, D Side on Lower Wall by Dirt Area	19L-990	Poor	<100	Negative
Exterior, D Side on Newer Wall Area	20L-990	Good	<100	Negative

MicroTest™ Laboratories, Inc.  
 AIHA ELPAT # 180934  
 5150 Sunrise Blvd., Suite B-1  
 Fair Oaks, CA 95628  
 Ph- (916) 567-9808 Fax- (916) 436-3603  
 microtestlabsinc@yahoo.com

Contact Name: Michael Horan  
 Sampler: Michael Horan  
 Sample Date: 12/17/15  
 Receipt Date: 12/21/15  
 Report Date: 12/21/15

Accession No: L3672-L3691

Client Name: ESS Environmental  
 5714 Folsom Blvd. # 146  
 Sacramento, CA 95819

Project: 19889 Hwy 88  
 Pine Grove, CA

Job No: 3990, 15

Lab ID	Client ID	Sample Location	Matrix	Parameter	Results	Units	Reporting Limits	Method	Notes/Comments
L3672	1L-990	Exterior, A. Side Upper Wall	Paint	Lead	20035 ~	PPM	100 PPM	EPA 7420	
L3673	2L-990	Exterior, A. Side Wall	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3674	3L-990	Exterior, A. Side Window Casing Trim	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3675	4L-990	Exterior, A. Side Window Frame	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3676	5L-990	Exterior, A. Side Door Casing	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3677	6L-990	Exterior, A. Side on L. Side Entry Door	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3678	7L-990	Exterior, A. Side on R. Side Porch	Paint	Lead	28314 ~	PPM	100 PPM	EPA 7420	
L3679	8L-990	Exterior, A. Side on Middle Porch Deck	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3680	9L-990	Exterior, B. Side, Lower Wall By Window	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3681	10L-990	Exterior, B. Side, Window 1 Casing Trim	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3682	11L-990	Exterior, B. Side, Window 2 on Sill	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3683	12L-990	Exterior, B. Side, Window 2 Frame	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3684	13L-990	Exterior, B. Side on Upper Eye Bracket	Paint	Lead	5901 ~	PPM	100 PPM	EPA 7420	
L3685	14L-990	Exterior, B. Side Wall	Paint	Lead	360177 ~	PPM	100 PPM	EPA 7420	
L3686	15L-990	Exterior, B. Side on Upper Window	Paint	Lead	40898 ~	PPM	100 PPM	EPA 7420	
L3687	16L-990	Exterior, B. Side on Upper Board	Paint	Lead	46031 ~	PPM	100 PPM	EPA 7420	
L3688	17L-990	Exterior, C. Side on Upper Wall	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3689	18L-990	Exterior, D. Side on Original Wall	Paint	Lead	3988 ~	PPM	100 PPM	EPA 7420	
L3690	19L-990	Exterior, D. Side on Lower Wall	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	
L3691	20L-990	Exterior, D. Side on Newer Wall	Paint	Lead	<100 ~	PPM	100 PPM	EPA 7420	

This report applies to the standards and procedures indicated and to the specific samples analyzed.  
 Sample results have not been corrected for blank values

EPA Method 7000B & EPA Method 7420= EPA 600/R/93/200 Preparation Modified & EPA 7000B & EPA 7420 Analysis Modified

Analyst: M. Nguyen



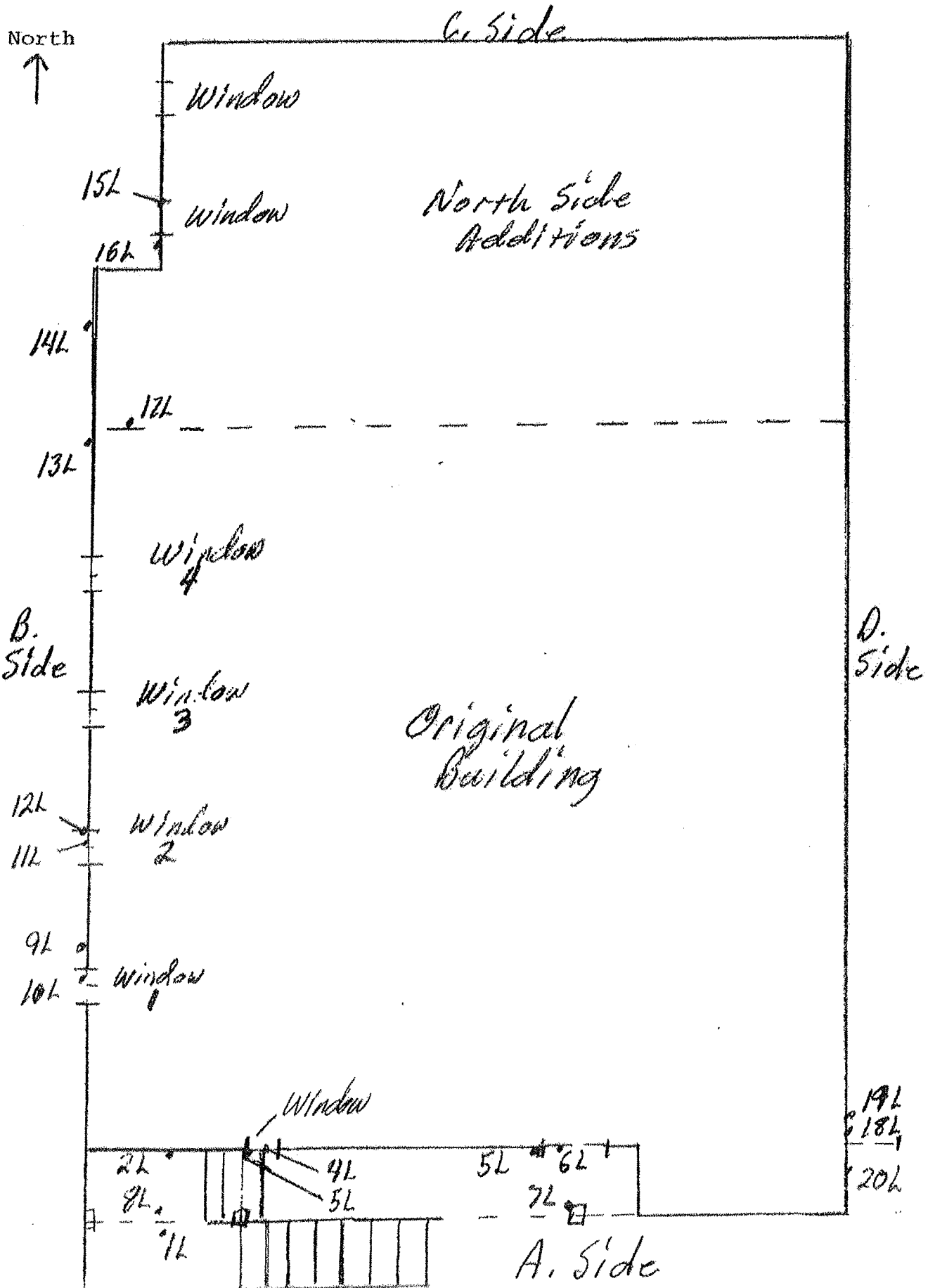
Technologist: Rebecca Hutton, MicroTest Labs™, Inc.

Analyst: M. Nguyen

Analyst: A. Nagra

Exterior plan for the Town Hall building located at 19889 Hwy. 88,  
in Pine Grove, CA

Note: • Denotes approx. sample locations  
Drawing is not to scale



State of California Department of Public Health

Department of  
Public Health  
San Francisco

Inspector/Assessor 05/12/2016



Michael L. Heran



ID #: 779



### LEAD HAZARD EVALUATION REPORT

Section 1 -- Date of Lead Hazard Evaluation 12-17-15

Section 2 -- Type of Lead Hazard Evaluation (Check one box only)

Limited Ext.

Lead inspection  Risk assessment  Clearance inspection  Other (specify)

Survey

Section 3 -- Structure Where Lead Hazard Evaluation Was Conducted

Address (number, street, apartment (if applicable)) <u>19889 Hwy. 88</u>		City <u>Pine Grove</u>	County <u>Amador</u>	Zip Code <u>95665</u>
Construction date (year) of structure <u>+/- 1945</u>	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> Single family dwelling	School or daycare <input type="checkbox"/> School or daycare <input checked="" type="checkbox"/> Other <u>TOWN HALL</u>		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know

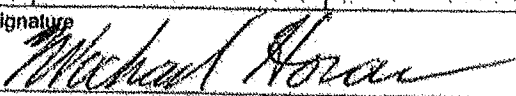
Section 4 -- Owner of Structure (if business/agency, list contact person)

Name <u>Amador County GSA</u> <u>Mark Olivarria</u>		Telephone number <u>209-304-2448</u>		
Address (number, street, apartment (if applicable)) <u>Facilities Department</u> <u>12200-B Airport Road</u>		City <u>Jackson</u>	State <u>CA</u>	Zip Code <u>95642</u>

Section 5 -- Results of Lead Hazard Evaluation (check all that apply)

No lead-based paint detected  Intact lead-based paint detected  Deteriorated lead-based paint detected  
 No lead hazards detected  Lead-contaminated dust found  Lead-contaminated soil found  Other

Section 6 -- Individual Conducting Lead Hazard Evaluation

Name <u>Michael Horan</u>		Telephone number <u>916-716-9203</u>		
Address (number, street, apartment (if applicable)) <u>5714 Folsom Blvd., PMB#146</u>		City <u>Sacramento</u>	State <u>CA</u>	Zip Code <u>95819</u>
CDPH certification number <u>Insp/Ass #779</u>	Signature 		Date <u>12-24-15</u>	
Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)				

Section 7 -- Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector  
 Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health  
 Childhood Lead Poisoning Prevention Branch Reports  
 850 Marina Bay Parkway, Building P, Third Floor  
 Richmond, CA 94804-6403  
 Fax: (510) 620-5656

**AGENDA TRANSMITTAL FORM**

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: 05/23/2017

To: Board of Supervisors

Date: 05/17/2017

From: Richard M. Forster, Chairman  
(Department Head - please type)

Phone Ext. x470

Department Head Signature \_\_\_\_\_

Agenda Title: Amador County Library

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Discussion and possible action relative to the requested 2017-2018 Amador County Library Budget #6200.

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 \_\_\_\_\_ Counsel GC  
 Auditor JGR GSA Director top  
 CAO [Signature] Risk Management \_\_\_\_\_

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

Auditor

**FOR CLERK USE ONLY**

Meeting Date 5-23-17 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

COUNTY OF AMADOR  
STATE OF CALIFORNIA  
BUDGET UNIT FINANCING USES DETAIL  
FISCAL YEAR 2017-2018

State Controller  
County Budget Act

COUNTY LIBRARY 6200  
Function: Education  
Activity: Library Services

FINANCING USES CLASSIFICATION	ACTUAL 2014-2015	ACTUAL 2015-2016	RECOMMENDED 2016-2017	ADOPTED 2016-2017	BASE BUDGET 2017-2018	CHANGES	REQUESTED 2017-2018
<b>SALARIES AND EMPLOYEE BENEFITS</b>							
50100 SALARIES AND WAGES	300,104.67	318,358.97	309,525.00	309,525.00	308,608.18	17,591.82	326,200.00
50116 EARLY RETIREMENT INCENTIVE	36,583.31	0.00	0.00	0.00	0.00	0.00	0.00
50300 RETIREMENT - EMPLOYER'S SHARE	56,395.73	59,904.33	61,213.00	61,213.00	27,009.54	609.46	27,619.00
50304 RETIREMENT-MISC UNFUNDED LIABILITY	0.00	0.00	0.00	0.00	37,846.00	0.00	37,846.00
50310 FICA/MEDICARE - EMPLOYER'S SHARE	24,531.76	23,076.53	23,679.00	23,679.00	23,608.53	1,345.47	24,954.00
50400 EMPLOYEE GROUP INSURANCE	64,787.23	58,738.18	48,574.00	46,304.00	53,833.14	2,009.86	55,843.00
50500 WORKER'S COMPENSATION INSURANCE	1,190.12	524.65	556.00	556.00	493.00	0.00	493.00
TOTAL SALARIES/EMPLOYEE BENEFITS	483,592.82	460,602.66	443,547.00	441,277.00	451,398.39	21,556.61	472,955.00
<b>SERVICES AND SUPPLIES</b>							
51200 COMMUNICATIONS	9,205.59	15,222.66	17,000.00	17,000.00	17,000.00	0.00	17,000.00
51400 HOUSEHOLD EXPENSE	321.30	1,328.39	2,180.00	2,180.00	2,180.00	(180.00)	2,000.00
51700 MAINTENANCE - EQUIPMENT	415.01	354.40	1,500.00	1,500.00	1,500.00	(500.00)	1,000.00
51760 MAINTENANCE - PROGRAMS	6,888.65	8,024.51	8,276.00	8,276.00	8,276.00	(546.00)	7,730.00
51802 LIBRARY	688.34	162.00	2,000.00	2,000.00	2,000.00	(500.00)	1,500.00
52200 OFFICE EXPENSES	9,027.01	8,908.70	10,000.00	10,000.00	10,000.00	0.00	10,000.00
52211 G.S.A. DEPT. COST ALLOCATION	11,568.00	8,772.00	8,070.00	8,509.00	10,408.00	0.00	10,408.00
52300 PROFESSIONAL/SPECIALIZED SERVICES	42,992.50	42,051.67	42,000.00	42,000.00	42,000.00	0.00	42,000.00
52425 STATE LIBRARY LITERACY GRANT	16,937.63	28,955.06	10,000.00	10,000.00	10,000.00	(10,000.00)	0.00
52500 RENTS, LEASES- EQUIPMENT	1,600.60	1,315.70	6,000.00	6,000.00	6,000.00	(1,500.00)	4,500.00
52600 RENTS, LEASES-BUILDINGS	11,880.00	12,582.17	11,880.00	11,880.00	11,880.00	0.00	11,880.00
52700 MINOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52800 SPECIAL DEPARTMENTAL EXPENSE	5,168.36	8,716.91	0.00	0.00	0.00	3,226.00	3,226.00
52870 STAFF TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52900 G.S.A. AND IN-COUNTY TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52910 MEETINGS AND CONVENTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53000 UTILITIES	21,775.93	23,937.22	30,000.00	30,000.00	30,000.00	0.00	30,000.00
TOTAL SERVICES AND SUPPLIES	138,468.92	160,331.39	148,906.00	149,345.00	151,244.00	(10,000.00)	141,244.00
<b>FIXED ASSETS</b>							
56200 EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL - COUNTY LIBRARY	622,061.74	620,934.05	592,453.00	590,622.00	602,642.39	11,556.61	614,199.00
58900 A87 - COUNTYWIDE COST ALLOC PLAN	127,340.00	88,550.00	124,104.00	124,104.00	169,716.00	0.00	169,716.00
GRAND TOTAL - COUNTY LIBRARY	749,401.74	709,484.05	716,557.00	714,726.00	772,358.39	11,556.61	783,915.00

DEPARTMENT REVENUES

6200 County Library

COUNTY LIBRARY 6200  
 Function: Education  
 Activity: Library Services

Revenue	ACTUAL 2014-2015	ACTUAL 2015-2016	RECOMMENDED 2016-2017	ADOPTED 2016-2017	BASE BUDGET 2017-2018	CHANGES	REQUESTED 2017-2018
43300 Tobacco Settlement	334,291.00	332,047.00	328,313.00	328,313.00	337,671.00	0.00	337,671.00
45240 Aid - Other	25,411.00	29,491.00	10,000.00	10,000.00	10,000.00	900.00	10,900.00
45490 Mandate Costs	1,696.00	0.00	0.00	0.00	0.00	0.00	0.00
46009 Charges for Services	27,278.75	0.00	0.00	0.00	0.00	0.00	0.00
460099 Charges Co Local Rev	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	0.00	20,000.00
46870 Library Services	10,345.12	9,662.00	10,000.00	10,000.00	10,000.00	0.00	10,000.00
<b>Total Revenues</b>	<b>419,021.87</b>	<b>391,200.00</b>	<b>368,313.00</b>	<b>368,313.00</b>	<b>377,671.00</b>	<b>900.00</b>	<b>378,571.00</b>
<b>Total Expenditures</b>	<b>749,401.74</b>	<b>709,484.05</b>	<b>716,557.00</b>	<b>714,726.00</b>	<b>772,358.39</b>	<b>11,556.61</b>	<b>783,915.00</b>
<b>Requested Contribution</b>	<b>330,379.87</b>	<b>318,284.05</b>	<b>348,244.00</b>	<b>346,413.00</b>	<b>394,687.39</b>	<b>10,656.61</b>	<b>405,344.00</b>
General Fund Contribution	330,379.87	318,284.05	348,244.00	346,413.00	394,687.39	0.00	394,687.00
<b>Department Reduction</b>							<b>10,657.00</b>

DEPT #	DEPT	NAME	BARG UNIT	PERS CLASS	JOB TITLE	PAY RATE	STEP	OTHER WAGE	FTE	BASE HOURS	FTE UNITS	GROSS	TOTAL	PERS NORMAL COST	PERS UNFUNDED LIABILITY	FICA/MEDICARE	OTHER PAY	HEALTH INS 2017	HEALTH '18 EST 6% MISC	TOTAL
6200	Library	Einstadter, L	MM	MIS1	County Librarian	46.52			1.00	2,088.00	2,088.00	97,133.76	97,133.76	8,578.85	12,020.89	7,430.73	-	14,864.52	15,310.46	140,474.69
6200	Library	Barros, J	GU/PT	MIS3	Library Asst	17.21	18.07		0.46	2,088.00	960.00	16,590.40	16,590.40	1,465.26	2,053.16	1,482.88	2,793.60	-	-	24,385.30
6200	Library	Carpenter, K.	GU/PT	MIS1	Library Lit Prog Cor	21.84	22.39		0.60	2,088.00	1,252.80	27,590.83	27,590.83	2,436.82	3,414.53	2,110.70	-	7,804.94	8,039.09	43,591.98
6200	Library	Ivanoff, R	GU	MIS1	Library Tech	18.03	18.93		1.00	2,088.00	2,088.00	38,586.24	38,586.24	3,407.94	4,775.28	2,951.85	-	7,231.20	7,448.14	57,169.44
6200	Library	Jacobs, J	GU/PT	MIS2	Library Asst	18.97			0.46	2,088.00	960.00	18,211.20	18,211.20	1,608.41	2,253.74	1,393.16	-	249.60	257.09	23,723.60
6200	Library	Junes, D.	GU/PT	MIS1	Library Asst	19.93	20.43		0.46	2,088.00	960.00	19,372.80	19,372.80	1,711.01	2,397.50	1,482.02	-	19.20	19.78	24,983.09
6200	Library	Roach, R	GU	MIS1	Library Tech	20.87	21.39		1.00	2,088.00	2,088.00	44,390.88	44,390.88	3,920.60	5,493.64	3,395.90	-	7,231.20	7,448.14	64,649.16
6200	Library	Rosson, D	GU	MIS1	Library Tech	20.87	21.39		1.00	2,088.00	2,088.00	43,938.48	43,938.48	3,880.65	5,437.65	3,361.29	-	14,864.52	15,310.46	71,928.53
Changes:																				
Increased hours from 24 to 30 per week																				
6200	Library	Carpenter, K.	GU/PT	MIS1	Library Lit Prog Cor	21.84	22.39		(0.60)	2,088.00	(1,252.80)	-27,590.83	(27,590.83)	(2,436.82)	(3,414.53)	(2,110.70)	-	(7,804.94)	(8,039.09)	(43,591.98)
6200	Library	Carpenter, K.	GU/PT	MIS1	Library Lit Prog Cor	21.84	22.39		0.75	2,088.00	1,566.00	34,488.54	34,488.54	3,046.03	4,268.16	2,638.37	-	9,756.18	10,048.87	54,489.97
NEW																				
6200	Library	Vacant	GU/XH	MIS3	Library Asst	16.39			0.31	2,088.00	652.50	10,694.48	10,694.48			818.13			-	11,512.60
									6.44	22,968.00	13,450.50	323,406.76	323,406.76	27,618.75	38,700.02	24,954.33	2,793.60	54,216.42	55,842.91	473,316.37

Step B 12.5 hours per week

**Department Notes for Budget Unit: 6200**

Please provide comments in the space provided below. You may also attach additional documentation. If additional documentation is provided, please ensure to put Budget Name and Unit number at the top. Thank you.

Expenses: I have shifted some funds from one line item to another where it is needed. For the past several years the library hasn't had any material funds allocated. Moving some of the funds around from line items where some of the expenses have changed, enabled me to add back some funding to line item 52800.

Revenue: Remains the same with the library estimating \$10,000 from fines, copies and printing. Probation to provide \$20,000 to the Literacy Program for library t literacy services. Additionally revenue is expected from the State Library Literacy Funds for literacy services. Projected amount of funds from the State Library is \$27,912 for FY17/18. \$10,900 of the grant funds will be used to cover the cost of returning 6 hours to the literacy coordinator position.

Fixed Assets: NA

Other Comments: I have included for consideration, increasing the current hours of the Literacy Coordinator from 24 to 30 per week. Previously this position was 40 hours until the former Literacy Coordinator retired in 2014 and the position was cut in half. Increasing the number of hours will also increase the amount of funding the program receives annually from the California State Library . I've also included for consideration one Extra Help Library Assistant position. Bringing back a part time EH position will enable the library to reopen on Saturdays as well as cover for staff absences, due to vacations, illness or extended leave. It would also retain branch library open hours when branch staff are absent which currently we are unable to cover. Please see attached documentation regarding the request to increase Literacy Program Coord hours and add back and EH position. \$10,900 of Literacy grant funding is being used to cover the 6 hours for the Literacy Coordinator position. Therefore I am asking for additional funds to cover the cost of restoring one Extra Help position at a cost of \$10,657.00.

Budget Director Notes:

**17-18 EXPENDITURE DETAIL  
DEPARTMENT 6200**

	Base Budget	Budget Changes	Requested Budget
<b>COMMUNICATIONS 51200</b>			
AT&T & Volcano charges; phone, circuits, dsl, etc.	17,000.00	0.00	17,000.00
Misc. computer or communication needs			
<b>Total</b>	<b>17,000.00</b>	<b>0.00</b>	<b>17,000.00</b>
<b>HOUSEHOLD EXPENSE 51400</b>			
Port-o-Potty cleaning, ACES (waste services)	2,180.00	(180.00)	2,000.00
<b>Total</b>	<b>2,180.00</b>	<b>(180.00)</b>	<b>2,000.00</b>
<b>MAINTENANCE- EQUIPMENT 51700</b>			
Copier charges for toner, maintenance, etc.	1,500.00	(500.00)	1,000.00
<b>Total</b>	<b>1,500.00</b>	<b>(500.00)</b>	<b>1,000.00</b>
<b>MAINTENANCE-PROGRAMS 51760</b>			
IT charges; email accounts, enterprise account (computer updates)	8,276.00	(546.00)	7,730.00
<b>Total</b>	<b>8,276.00</b>	<b>(546.00)</b>	<b>7,730.00</b>
<b>LIBRARY 51802</b>			
Sierra janitorial, CED - miscellaneous supplies for electrical, HVAC, plumbing, etc.	2,000.00	(500.00)	1,500.00
<b>Total</b>	<b>2,000.00</b>	<b>(500.00)</b>	<b>1,500.00</b>
<b>OFFICE EXPENSE 52200</b>			
GSA Charges, Supplies & Postage	2,700.00	0.00	2,700.00
Library supplies; book jackets, labels, tape, book security tags, spine labels, etc.	3,500.00	0.00	3,500.00
Toner, copy paper, pens, pencils, other misc. office supplies	3,800.00	0.00	3,800.00
<b>Total</b>	<b>10,000.00</b>	<b>0.00</b>	<b>10,000.00</b>
<b>STATE LIBRARY LITERACY GRANT 52425</b>			
Base amount for literacy expenditures and includes all literacy expenditures for materials and salaries. Materials include things like books, DVD, audio books, etc.	10,000.00	(10,000.00)	0.00
<b>Total</b>	<b>10,000.00</b>	<b>(10,000.00)</b>	<b>0.00</b>
<b>PROFESSIONAL &amp; SPECIALIZED SERVICES 52300</b>			
Annual membership in 49/99	5,000.00	0.00	5,000.00
OCLC; cataloging and resource sharing	7,500.00	(1,500.00)	6,000.00
Annual contract with City of Stockton for library services (Sirsi)	25,000.00	1,000.00	26,000.00
Alarm Services; Signal Services	1,500.00	500.00	2,000.00
Magazine subs	850.00	0.00	850.00
Online resources	2,150.00	0.00	2,150.00
<b>Total</b>	<b>42,000.00</b>	<b>0.00</b>	<b>42,000.00</b>

**RENTS/LEASES - EQUIPMENT 52500**

GSA Copier Pool Plan - lease payment for the unit	6,000.00	(2,000.00)	4,000.00
<b>Total</b>	<b>6,000.00</b>	<b>(2,000.00)</b>	<b>4,000.00</b>

**RENTS/LEASES - BUILDING 52600**

Rent for Ione \$450.00 x 12	5,400.00	0.00	5,400.00
Rent for Pine Grove \$240.00 x 12	<b>2,880.00</b>	<b>0.00</b>	<b>2,880.00</b>
Rent for Plymouth \$300.00 x 12	3,600.00	0.00	3,600.00
<b>Total</b>	<b>11,880.00</b>	<b>0.00</b>	<b>11,880.00</b>

**MINOR EQUIPMENT 52700**

Not used	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**SPECIAL DEPARTMENT EXPENSE 52800**

Used to purchase library material including books, audiobooks, dvds. from different book vendors such as; Baker and Taylor, Ingram, Recorded Books, Gale, Random House, Amazon, etc.	0.00	3,226.00	3,226.00
		0.00	0.00
<b>Please note:</b>	<b>0.00</b>	<b>3,226.00</b>	<b>3,226.00</b>

**I have shifted funds from several line items to add back some monies for library material.  
The library continues to rely on funding from the Friends of the Library for material purchases.**

**STAFF TRAINING 52870**

Not used	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**G.S.A. AND IN-COUNTY TRAVEL 52900**

in-county travel is paid for out-of-pocket by the Librarian estimated \$500.00 annually	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**MEETING AND CONVENTIONS 52910**

Paid for out-of-pocket by Librarian - estimated \$2000.00 annually	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**UTILITIES 53000**

PG&E Ione, Jackson, Pioneer	20,000.00	0.00	20,000.00
All Cal; Port-O-Potty cleaning	798.00	0.00	798.00
Amador Water Agency - Pioneer	350.00	0.00	350.00
City of Jackson Water and Sewer	1,000.00	0.00	1,000.00
Aces; Jackson, Pioneer, Plymouth	2,200.00	0.00	2,200.00
Propane- Plymouth	1,000.00	0.00	1,000.00
Amerigas-Pioneer	1,000.00	0.00	1,000.00
Misc. utilities	3,652.00	0.00	3,652.00
<b>Total</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>



**17-18 REVENUE DETAIL  
DEPARTMENT 6200**

	Base Budget	Budget Changes	Requested Budget
<b>Tobacco Settlement 43300</b>	328,313.00	0.00	328,313.00
Revenue from the State			
<b>Total</b>	328,313.00	0.00	328,313.00
<hr/>			
<b>Aid - 45240</b>			
Literacy Services from State Library	10,000.00	900.00	10,900.00
Please note this amount is just an estimate since we are unsure what the actual amount will be, however is based on past trends.			
<b>Total</b>	10,000.00	900.00	10,900.00
<hr/>			
<b>Charges Co Local Revenue 460099</b>			
Funds for Literacy Services	20,000.00	0.00	20,000.00
Please note: Probation Dept. will continue to provide funding for the literacy services in the 17-18 FY			
<b>Total</b>	20,000.00	0.00	20,000.00
<hr/>			
<b>Library Services 46870</b>			
Library fines, copies, printing	10,000.00	0.00	10,000.00
<b>Total</b>	10,000.00	0.00	10,000.00

# AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 05/23/2017
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To: Board of Supervisors  
 Date: 05/23/2017

From: Chuck Iley-County Administrative Officer Phone Ext. 470  
(Department Head - please type)

Department Head Signature *Chris*

Agenda Title: Budget Transfer Request from Contingencies to County Counsel

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Requesting budget transfer of \$100,000.00 from contingencies to County Counsel for General Plan Litigation costs and other unanticipated legal costs for Fiscal Year 2016-17. Adopted budget amount was \$243,141.00, Outside Legal costs to date are \$289,078.07, with an estimated additional \$54,000.00 this year. Please see attached budget transfer request and memo from County Counsel for details on requested transfer.

Recommendation/Requested Action:  
**Approve budget transfer**

Fiscal Impacts (attach budget transfer form if appropriate) See attached budget transfer form  
 Staffing Impacts \_\_\_\_\_

Is a 4/5ths vote required? Yes  No   
 Committee Review? N/A   
 Name \_\_\_\_\_  
 Committee Recommendation: \_\_\_\_\_

Contract Attached:  Yes  No  N/A  
 Resolution Attached:  Yes  No  N/A  
 Ordinance Attached:  Yes  No  N/A  
 Comments: \_\_\_\_\_

Request Reviewed by:  
 Chairman \_\_\_\_\_ Counsel GG  
 Auditor \_\_\_\_\_ GSA Director lpp  
 CAO *[Signature]* Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Copy to Auditor/Controller, Budget Director, and County Counsel

### FOR CLERK USE ONLY

Meeting Date 5-23-17 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 \_\_\_\_\_  
 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



GREGORY GILLOTT  
County Counsel

JENNIFER MAGEE, DEPUTY  
GRACE PAK, DEPUTY  
ANGELA CREACH, PARALEGAL  
JULIE BROWN, LEGAL SECRETARY

## MEMORANDUM

TO: Board of Supervisors  
FROM: Greg Gillott   
County Counsel  
DATE: May 17, 2017  
RE: Requested Budget Transfer to Cover Outside Litigation Costs

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In the 2016-17 Adopted Budget, the Board allocated \$243,141 to cover the anticipated expenses for litigation handled by outside firms. As of the date of this memo, the outside legal expenses incurred total approximately \$289,078, which is about \$46,000 over the budgeted amount.

To cover the existing overruns, and to cover the potential remaining expenses for the remainder of the current fiscal year, a \$100,000 total budget transfer is being requested.

The costs stemming from the Foothill Conservancy's lawsuit regarding the General Plan, which was filed in November, have reached approximately \$80,000. The costs associated with the ongoing challenge to the Fee to Trust decision regarding the proposed Plymouth Casino have reached approximately \$93,000, and the costs related to the County's challenge regarding the proposed Buena Vista Casino have reached approximately \$62,000.

Other outside litigation expenses include approximately \$30,000 related to defending the CEQA challenge to the Amador County Jail Expansion Project, approximately \$13,500 related a Fair Labor Standards Act (FLSA) lawsuit alleging unpaid overtime, and \$12,000 for assistance with the Imminent Domain action related to the Shenandoah Rd./Fiddledtown Rd. Project.

While the expenses related to the FLSA litigation and the Imminent Domain action were unanticipated and have contributed to the need for this budget transfer request, it has been the significant costs associated with the General Plan litigation that have necessitated this request.

DATE: 5/23/2017

REQUESTED BY: Chuck Iley DEPARTMENT: CAO

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1300	52302	\$100,000.00					
7899	59500		\$100,000.00				

**REASON FOR THE REQUEST:**

Requesting an increase in County Counsel's Outside Legal Cost line item-1300-52302 to pay for General Plan Litigation costs and other unanticipated outside legal expenses for Fiscal Year 2016-17. Requested transfer to come from General Fund Contingencies.

**PLEASE NOTE:** TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES  
 BOARD OF SUPERVISORS APPROVAL  
 TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL  
 FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL  
 TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL