

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Budget Matters

Date: **02-22-13**

From: **EUGENE J. LOWE**

Phone Ext. **363**

(Department Head - please type)

Department Head Signature

Eugene J. Lowe

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

Meeting Date Requested:

**March 12, 2013**

Agenda Title: **COPS PROGRAM DISTRICT ATTORNEY**

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

**COPS PROGRAM FOR DISTRICT ATTORNEY APPROPRIATED FOR CASE MANAGEMENT SYSTEM**

Recommendation/Requested Action:

**APPROVE BUDGET APPROPRIATION**

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

Comments:

Committee Review?

N/A

Name **ADMINISTRATION** **March 4, 2013**

Committee Recommendation:

~~Add to Consent Agenda for full Board approval~~

Request Reviewed by:

Chairman

Counsel

GC

Auditor

GSA Director

Hop

CAO

Risk Management

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

**AUDITOR, DISTRICT ATTORNEY**

**FOR CLERK USE ONLY**

Meeting Date

**March 12, 2013**

Time

**9 a.m.**

Item #

1A

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

Completed by

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 ....

#1

DATE: 2-22-13

REQUESTED BY: EUGENE J. LOWE DEPARTMENT: AUDITOR

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

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

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

APPROVED BY COUNTY AUDITOR-CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO: \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUES APPROPRIATIONS			
DEPT. #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
2120	56200	28,000.00		2120	45240	18,000.00	
				2120	460099	10,000.00	

REASON FOR THE REQUEST:

**COPS PROGRAM FOR 2012-13 10,000, PRIOR YEARS 18,000 FOR DISTRICT ATTORNEY'S CASE MANAGEMENT SYSTEM**

TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES AND SUPPLIES / BOARD OF SUPERVISORS APPROVAL  
 TRANSFERS WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL / COUNTY ADMINISTRATIVE OFFICER'S APPROVAL  
 FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL  
 TOTAL DOLLARS BUDGET INCREASES - BOARD OF SUPERVISORS APPROVAL

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Budget Matters

Date: 12/20/2013

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

3/12/13

From: James Wegner  
(Department Head - please type)

Phone Ext. 515

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

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

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

Amador County Auditor Joe Lowe has notified the Amador County Sheriff's Office that \$28,000.00 in COPS funding is available within trusts 101635 and 101205 for the Amador County Jail. Consistent with past years, the Amador County Sheriff's Office would like to increase revenue line 2310-45240 with these funds and conversely increase the jail overtime budget line 2310-50102 to off-set current and projected overages in this line this fiscal year.

Recommendation/Requested Action:

**Approve Budget Increase**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Increase revenue/increase budget line

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: \_\_\_\_\_

Committee Review?

N/A

Name Administrative Committee 3/4/13

Committee Recommendation:

Add to Consent Agenda for full Board approval

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Sheriff's Office; Auditor

### FOR CLERK USE ONLY

Meeting Date March 12, 2013

Time 9 a.m.

Item # 1B

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 \_\_\_\_\_

Completed by \_\_\_\_\_

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.

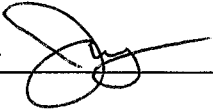
ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

DATE: 12/20/2013

REQUESTED BY:

J.C. Wegner



DEPARTMENT: Sheriff Office - Jail

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\$
2310	50102	28,000		2310	45240	\$28,000.00	

**REASON FOR THE REQUEST:**

COPS funding from state to Amador County Jail in the amount of \$28,000.00. Revenue to be utilized to cover correctional staff overtime overages due to coverage needs resulting from injuries, illness and significant amounts of FMLA leave.

**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

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Budget Matters

Date: February 21, 2013

From: Sheriff-OES  
(Department Head please type)

Phone Ext. 384

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

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

Meeting Date Requested:  
03/12/13

Agenda Title: FY 2010 Homeland Security Grant (Line Item #2750-54150)

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Balance (\$47,686.90) remaining on the FY 2010 Homeland Security Grant (Line Item #2750-54150) from Fiscal Year 2011-2012 was not carried over to Fiscal Year 2012-2013, nor was it included in the final budget for OES. Please approve the revenue increase and correlating OES budget increase. Grant is 100% Federally funded, no matching funds required, paid back on a reimbursement basis.

Recommendation/Requested Action:  
Approve revenue appropriation and budget increase

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts None

Budget Transfer attached

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 Administrative Committee 3/4/13

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

Committee Recommendation:  
Add to Consent Agenda for full Board approval

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG  
 Auditor EDL GSA Director Hop  
 CAO ch Risk Management \_\_\_\_\_

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

Undersherff, OES, Auditor-Controller

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 1C

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 \_\_\_\_\_

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

#3

DATE: 2/21/2013

REQUESTED BY: J. Silva 

DEPARTMENT: SHERIFF'S OFFICE/OES

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\$
2750	54150	\$47,686.90		2750	45230	\$47,686.90	

**REASON FOR THE REQUEST:**

Line Item #2750-54150 is for the FY10 Homeland Security Grant, which is 100% reimbursable. The remaining grant balance of \$47,686.90 should have been encumbered for 2012-2013, but was not. Met with Joe Lowe on 02/21/13 and after discussing this issue, he advised me to submit this Budget Transfer Request to correct it.

- 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

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 03/04/2013

Top Matters

From: James Rooney  
(Department Head - please type)

Phone Ext. 454

Department Head Signature James Rooney

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

Meeting Date Requested:  
12  
3/26/13

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN's 004-080-009-000; 018-294-006-000; 020-070-032-000 (2); 990-025-826-000; 44-020-006-000.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

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 EDJ

GSA Director Ho

CAO ca

Risk Management ADJ

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

Assessor's Office

### FOR CLERK USE ONLY

Meeting Date

March 12, 2013

Time

9 a.m.

Item #

2A

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 \_\_\_\_\_

Completed by \_\_\_\_\_

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

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 004-080-009-000 Tax Year 2012 R/C # A0850 Roll Type S Fee Parcel 004-080-009-000 Originating Asmt 004-080-009-000 From TRA 005-014 New TRA 005-014

R&T 1 4831B R&T 2 Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	174,722		
Structure	344,662		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property	37,400		
HOX			
Other Exemptions			
CODE	Net Change	Supl Change	
	-159,384		

Owner SCAGLIOLA RICHARD & SCAGLIOLA SHERRY  
Mailing Address DBA HEIRLOOM THE - BED & BREAKFAST INN  
214 SHAKELEY LN  
IONE CA 95640

Situs 214 SHAKELEY LN

Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

**Supl Info**

10 % PP Penalty  Y

Restricted  N

Timber Preserve  N

5151 Interest  N

506 Interest  N

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates From 1  Thru

TaxBill Days

R/C Date Jan 18, 2013

Created By TM

Print R/C Wks  C

Print R/C Letter  C

R/C Completed  C

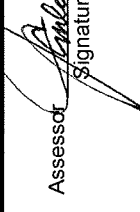
Appraiser Initials  Date

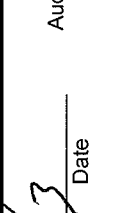
Supv Appr Initials  Date

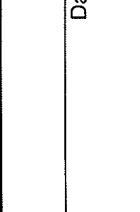
Chief Appr Initials  Date

Asmt Clerk Initials  Date

Off Mgr Initials  Date

Assessor Signature  Date 1/18/13

Auditor Signature  Date 1/18/13

County Counsel Signature  Date 2/4/13



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 018-294-006-000 Tax Year 2012 R/C # A0950 Roll Type S Fee Parcel 018-294-006-000 Originating Asmt 018-294-006-000 From TRA 004-002 New TRA 004-002

R&T 1 4831B R&T 2 Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land 229,445	90,000		
Structure			
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
Net Change	-139,445		

Owner ARMSTRONG BILLIE B REVOCABLE LIVING TRUST 2005  
Mailing Address PO BOX 425 JACKSON CA 95642

Supl Info

10 % PP Penalty N  
Restricted N  
Timber Preserve N  
5151 Interest N  
506 Interest N

Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

TaxBill Days  
R/C Date Feb 26, 2013  
Created By TM

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date

Asmt Clerk Initials Date  
Off Mgr Initials Date

Situs 244 FOOTHILL DR

Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Assessor Signature Date Auditor Signature Date County Counsel Signature Date

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt.  Tax Year  R/C #  Roll Type  Fee Parcel  Originating Asmt  From TRA  New TRA

R&T 1  R&T 2  Value History  Taxroll Asmt Only  Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net	Supl Info
Land	1,275,000			10 % PP Penalty <input type="text" value="N"/>
Structure	5,865,000			Restricted <input type="text" value="N"/>
Growing				Timber Preserve <input type="text" value="N"/>
PP MH				5151 Interest <input type="text" value="N"/>
Fixtures R/P				506 Interest <input type="text" value="N"/>
Fixtures				Event From/Thru Dates <input type="text"/>
Personal Property	3,480			Ownership From/Thru Dates <input type="text"/>
HOX				506/5151 From/Thru Dates <input type="text"/>
Other Exemptions				From 1 <input type="text"/> From 2 <input type="text"/> Thru <input type="text"/>
CODE <input type="text" value="E40"/>	Net Change			TaxBill Days <input type="text" value="Feb 27, 2013"/>
				R/C Date <input type="text" value="TC"/>
				Created By <input type="text"/>
				Print R/C Wks <input type="text" value="C"/>
				Print R/C Letter <input type="text" value="C"/>
				R/C Completed <input type="text" value="C"/>

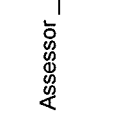
Owner JACKSON PRESERVATION LP  
Mailing Address DBA JACKSON HILLS APARTMENTS  
21515 HAWTHORNE BLVD STE 125  
HAWTHORNE CA 90503


Situs 300 NEW YORK RANCH RD


Bill Comments TIMILEY FILED  
WELFARE EXEMPTION

Appraiser  Date   
Supv Appr  Date   
Chief Appr  Date

Asmt Clerk  Date   
Off Mgr  Date

Assessor  Date

Auditor  Date

County Counsel  Date

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	020-070-032-000	Tax Year	2011	R/C #	A0963	Roll Type	S	Fee Parcel	020-070-032-000	Originating Asmt	020-070-032-000	From TRA	002-034	New TRA	002-034
R&T 1	214	R&T 2		Taxroll Asmt Only	N	Value History	Y	Taxability Code							

Roll Value	New Value	Sup From Net	Sup To Net
Land	1,250,000		
Structure	5,750,000		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property	4,320		
HOX			
Other Exemptions			
Net Change	-7,004,320		

Supl Info

10 % PP Penalty	N
Restricted	N
Timber Preserve	N
5151 Interest	N
506 Interest	N

Event From/Thru Dates: [ ] [ ]

Ownership From/Thru Dates: [ ] [ ]

506/5151 From/Thru Dates: From 1 [ ] Thru [ ]

Owner: JACKSON PRESERVATION LP  
 Mailing Address: DBA JACKSON HILLS APARTMENTS  
 21515 HAWTHORNE BLVD STE 125  
 HAWTHORNE CA 90503

CODE: E40

Situs: 300 NEW YORK RANCH RD

Bill Comments: TIMLEY FILED  
WELFARE EXEMPTION

Appraiser	Initials	Date
Supv Appr	Initials	Date
Chief Appr	Initials	Date
Asmt Clerk	Initials	Date
Off Mgr	Initials	Date

County Counsel: [Signature] Date: 3/5/13

Assessor: [Signature] Date: 3/4/13

Auditor: [Signature] Date: 3/4/13

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 990-025-826-000 Tax Year 2010 R/C # A0962 Roll Type C Fee Parcel 020-070-032-000 Originating Asmt 020-070-032-000 From TRA 002-034 New TRA 002-034

R&T 1 214 R&T 2 Value History Y Taxroll Asmt Only N Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	1,250,000		
Structure	5,750,000		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions	7,000,000		7,000,000
CODE E40	Net Change -7,000,000	Supl Change	-7,000,000

Owner JACKSON PRESERVATION LP  
Mailing Address DBA JACKSON HILLS APARTMENTS  
21515 HAETHORNE BLVD STE 125  
HAWTHORNE CA 90503

Situs 300 NEW YORK RANCH RD  
Bill Comments TIMLEY FILED  
WELFARE EXEMPTION

**Supl Info**

10 % PP Penalty N  
Restricted N  
Timber Preserve N  
5151 Interest N  
506 Interest N

Event From/Thru Dates  
Dec 16, 2010 Dec 16, 2010

Ownership From/Thru Dates  
Dec 16, 10 Jun 30, 11

506/5151 From/Thru Dates  
From 1 From 2 Thru

TaxBill Days 197  
R/C Date Feb 27, 2013  
Created By TM

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser Initials Date  
Supv Appr Initials Date  
Chief Appr Initials Date

Asmt Clerk Initials Date  
Off Mgr Initials Date

Assessor Signature *[Signature]* Date 3/4/13  
Auditor Signature *[Signature]* Date  
County Counsel Signature *[Signature]* Date 3/5/13

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	044-020-006-000	Tax Year	2012	R/C #	A0965	Roll Type	S	Fee Parcel	044-020-006-000	Originating Asmt	044-020-006-000	From TRA	004-027	New TRA	004-027
R&T 1	271	R&T 2				Taxroll Asmt Only	N	Value History	<input type="checkbox"/> Y	Taxability Code					

Roll Value	New Value	Sup From Net	Sup To Net
Land	64,066		
Structure	277,290		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions	341,356		
CODE	E31	Net Change	-341,356

Owner: INTERNATIONAL CHURCH OF THE FOUR  
Mailing Address: SQUARE GOSPEL- JACKSON  
PO BOX 515  
JACKSON CA 95685

Situs: 87 RIDGE RD

Bill Comments: TO REFUND FOR 2012 CHURCH EXEMPTION

**Supl Info**

10 % PP Penalty:  N

Restricted:  N

Timber Preserve:  N

5151 Interest:  N

506 Interest:  N

Event From/Thru Dates:  From  Thru

Ownership From/Thru Dates:  From  Thru

506/5151 From/Thru Dates:  From 1  From 2  Thru

TaxBill Days:

R/C Date: Feb 27, 2013

Created By: TM

Print R/C Wks:  C

Print R/C Letter:  C

R/C Completed:  C

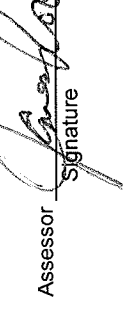
Appraiser:  Initials  Date

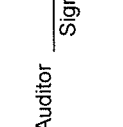
Supv Appr:  Initials  Date


Chief Appr:  Initials  Date

Asmt Clerk:  Initials  Date

Off Mgr:  Initials  Date

Assessor Signature:  Date: 3/4/13

Auditor Signature:  Date: 3/4/13

County Counsel Signature:  Date: 3/5/13

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
03/12/13	

To: **Board of Supervisors**

Date: February 25, 2013

Resol.

From: Susan Grijalva  
(Department Head - please type)

Phone Ext. X380

Department Head Signature Susan Grijalva

Agenda Title: BUILDING DEPARTMENT: AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE FOR DONALD D CARTER

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Donald D. Carter Jr., has submitted an application for an Agricultural Exemption. He has provided all of the necessary documents including the "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 8000 Stoney Creek Rd., being APN 011-200-013-000.

Recommendation/Requested Action:  
**Authorize Chairman to sign the Agreement**

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 SG  
 Auditor EDD \_\_\_\_\_ GSA Director Ho?  
 CAO OK \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgement of the Chairman's signature.

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 3A

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

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

---

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF )  
AGREEMENT TO LIMIT USES OF AGRICULTURAL ) RESOLUTION NO. 13-xxx  
STRUCTURE - DONALD D CARTER JR. )

WHEREAS, Donald D Carter Jr, (“Owner”) desires to construct an agricultural structure on his Property and has applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Building Permit Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to Limit Uses of Agricultural Structure for Permit #AG01013 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their March 12, 2013 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Section 15.04.040 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01013 by and between the County of Amador and Donald D. Carter Jr., on the terms and conditions contained therein as it relates to Building Permit #AG01013.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

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 12th day of March, 2013 by the following vote:

AYES:

NOES:

ABSENT:

---

Richard Forster  
Chairman, Board of Supervisors

ATTEST:

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

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

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 011-200-013-000  
Agricultural Building Permit Exemption No:AG01013

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of March 12, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Donald D. Carter Jr., ("Owner").

#### RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

Legal Description:

SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA:  
PARCEL 3, AS SAID PARCEL IS SHOWN AND DELINEATED ON PARCEL MAP NO. 1586  
FOR PHILLIP W. MYER, FILED FOR RECORD NOVEMBER 23, 1976 IN BOOK 27 OF  
MAPS AND PLATS AT PAGE 57, AMADOR COUNTY OFFICIAL RECORDS.

EXCEPT ANY PORTION THEREOF LYING WITHIN THAT STRIP OF LAND ALONG OR  
NEAR THE WESTERLY BOUNDARY OF SAID PARCEL, CONVEYED TO THE COUNTY OF  
AMADOR BY DEED RECORDED APRIL 5, 1968 IN BOOK 172, PAGE 486, AMADOR COUNTY  
OFFICIAL RECORDS.

TAX ID NO: 011-200-013-000  
BEING THE SAME PROPERTY CONVEYED BY QUITCLAIM DEED  
GRANTOR: JUDITH L. CARTER, SPOUSE OF GRANTEE  
GRANTEE: DON CARTER, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY  
DATED: 03/16/2005  
RECORDED: 04/19/2005  
DOC#/BOOK-PAGE 2005-0004712-00  
ADDRESS: 8000 STONEY CREEK ROAD, JACKSON, CA 95642

B. Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

C. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Section 15.04.40 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.



D. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

E. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of the its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER:

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

BY: \_\_\_\_\_  
Donald D. Carter Jr.

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0118005007-AE  
APN: 011-200-013-000

When Recorded Mail Document and Tax Statements to:

Donald D. Carter Jr.  
8000 Stoney Creek Road  
Jackson, CA 95642



Amador County Recorder  
Sheldon D. Johnson  
DOC- 2011-0002426-00

Acct 6-Title Court Services  
Monday, MAR 28, 2011 10:53:00  
Ttl Pd \$10.00 Nbr-0000207173  
CT2/R1/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$t 00

(X) computed on full value of property conveyed, or

( ) computed on full value less of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: ( ) City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Donald D. Carter, Jr., who acquired title as Don Carter, a married man, as his sole and separate property

hereby GRANT(S) to  
Donald D. Carter, Jr., a married man, as his sole and separate property

that property in Unincorporated area of Amador County, State of California, described as follows:

\*\*\* See "Exhibit A" attached hereto and made a part hereof. \*\*\*

Date: March 23, 2011

Donald D. Carter Jr

State of CA

County of El Dorado

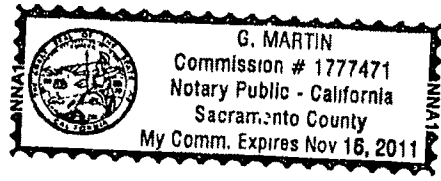
On 3/23/11 before me, G. Martin, a

Notary Public, personally appeared Donald D. Carter, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature G. Martin  
Name G. Martin  
(typed or printed)



(Area reserved for official notarial seal)

EXHIBIT "A"

SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA:

PARCEL 3, AS SAID PARCEL, IS SHOWN AND DELINEATED ON PARCEL MAP NO. 1586 FOR PHILLIP W. MYER, FILED FOR RECORD NOVEMBER 23, 1976 IN BOOK 27 OF MAPS AND PLATS AT PAGE 57, AMADOR COUNTY OFFICIAL RECORDS.

EXCEPT ANY PORTION THEREOF LYING WITHIN THAT STRIP OF LAND ALONG OR NEAR THE WESTEPLY BOUNDARY OF SAID PARCEL, CONVEYED TO THE COUNTY OF AMADOR BY DEED RECORDED APRIL 5, 1968 IN BOOK 172, PAGE 486, AMADOR COUNTY OFFICIAL RECORDS.

TAX ID NO: 011-200-013-000

BEING THE SAME PROPERTY CONVEYED BY QUITCLAIM DEED

GRANTOR: JUDITH L. CARTER, SPOUSE OF GRANTEE

GRANTEE: DON CARTER, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

DATED: 03/16/2005

RECORDED: 04/19/2005

DOC#/BOOK-PAGE: 2005-0004712-00

ADDRESS: 8000 STONEY CREEK ROAD , JACKSON, CA 95642

END OF SCHEDULE A

END OF DOCUMENT

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
March 12, 2013	

To: Board of Supervisors

Date: February 27, 2013

From: Richard M. Forster, Chairman Phone Ext. 470  
 (Department Head - please type)

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

Agenda Title: "The Year of the Child"

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

Amador County along with First 5 Commissions, California State Preschools and local Head Start programs are in partnership to address the needs of young children and their families.

Recommend approval of a resolution proclaiming 2013 as "The Year of the Child".

Recommendation/Requested Action:

**Approval**

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 GG  
 Auditor EDJ GSA Director HOP  
 CAO CB Risk Management \_\_\_\_\_

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

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 3B

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 _____		



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 12<sup>th</sup> day of March, 2013 by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, John Plasse, Brian Oneto and Louis D. Boitano

NOES: None

ABSENT: None

---

Chairman, Board of Supervisors

ATTEST:

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

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# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session

To: **Board of Supervisors**

Date: February 20, 2013

Resol

From: George E. Allen  
(Department Head - please type)

Phone Ext. 371

Meeting Date Requested:

March 12, 2013

Department Head Signature *George E. Allen*

Agenda Title: The Reed Leasing Group, LLC-Set public hearing date for a Certificate of Merger & abandonment of a 10' wide P.U.E.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
The subject agenda item is a request to set the Public Hearing date for a Certificate of Merger and an abandonment of a ten foot (10') wide public utility easement. It is also a request for approval of a Resolution of Intent to Vacate. The property is located on the northerly side of Jackson Valley Road, approximately one-half mile from the westerly junction with State Highway 88, in the Jackson Valley area. APN: 05-230-016 and 05-230-007.

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 GC

Auditor EAL GSA Director AG

CAO GA Risk Management \_\_\_\_\_

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

Please set the Public Hearing date, adopt the Res. of Intent to Vacate, return 2 copies of the resolution to Surveying; one set certified and send out the "Notices".

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 3C

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 _____		



Requested By:  
**BOARD OF SUPERVISORS**  
When recorded Return to:  
**SURVEYING & ENGINEERING**

---

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO VACATE ) RESOLUTION NO. 13-XXX  
A PUBLIC UTILITY EASEMENT FOR THE )  
REED LEASING GROUP, LLC, A CALIFORNIA )  
LIMITED LIABILITY COMPANY AND )  
SCHEDULING OF PUBLIC HEARING FOR SAME )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to vacate a ten foot (10') wide public utility easement for The Reed Leasing Group, LLC, a California Limited Liability Company; and

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 3 (commencing with Section 8320) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on April 9, 2013, at 10:30 a.m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

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 12th day of March, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli,  
Brian Oneto, John Plasse, and Louis D. Boitano

NOES: None

ABSENT: None

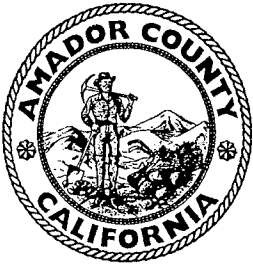
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Chairman, Board of Supervisors

ATTEST:

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

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# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street  
Jackson, CA 95642-2132  
Telephone: (209) 223-6371

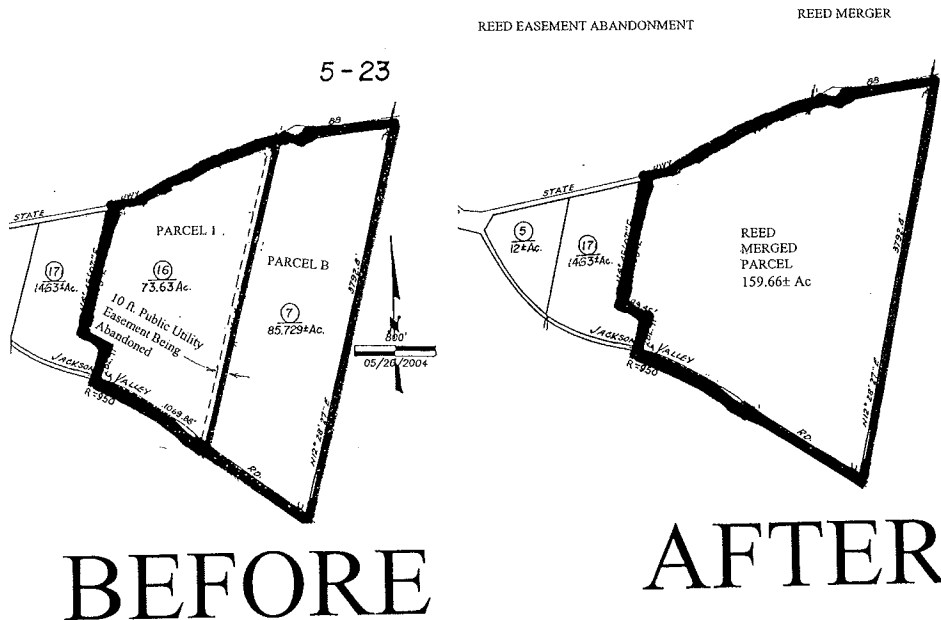
## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Supervisors of the County of Amador, State of California, has received a request for an abandonment of a ten foot (10') wide public utility easement and a Certificate of Merger from The Reed Leasing Group, LLC, a California Limited Liability Company. The merger consists of merging Parcel 1 as shown and delineated on the map "Parcel Map No. 2071 for Norman D. Borth, et. ux.," and recorded in Book 38 of Maps and Plats, at pages 73 and 74; and Parcel "B", as shown and delineated on the map "Record of Survey Bamert Property", and recorded in Book 12 of Maps and Plats, at 43, all in the Records of Amador County. The abandonment of the ten foot (10") wide public utility easement is coincident and westerly of the line common with said Parcel 1 and Parcel B. The Property is located on the northerly side of Jackson Valley Road, approximately one-half mile from the westerly junction with State Highway 88, in the Jackson Valley area.

A Public Hearing to consider said abandonment and Certificate of Merger will be held at the County Administration Building, 810 Court Street, Jackson, California 95642, on \_\_\_\_\_, at \_\_\_\_\_ or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

If you have any questions, or desire further information, please contact Surveying & Engineering (209) 223-6371.

### AMADOR COUNTY BOARD OF SUPERVISORS



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: <sup>22</sup> 02/05/2013

Agents.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
03/12	
<u>02/26/2013</u>	

From: James Foley, Director of HHS  
(Department Head - please type)

Phone Ext. 412

Department Head Signature

Agenda Title: Crestwood Behavioral Health and Amador County Behavioral Health first Amendment FY 2012-2013

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this 1st Amendment to current fiscal year 2012-2013 to increase the "Not to exceed amount from \$110,000.00 to \$250,000.00" This is due to additional Amador County clients being placed in this inpatient psychiatric treatment facility.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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)

Please return two original Amendments to Angie Grau in Behavioral Health

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 4A

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

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of \_\_\_\_\_, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, dba: Fruitridge Transitional Home, and dba: Engle House, a California corporation located at 520 Capitol Mall, Suite 800, Sacramento, CA 95814 (the "Contractor").

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 2012, whereby Contractor agreed to provide Mental Health treatment services upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The second sentence of ATTACHMENT B – FEE SCHEDULE shall be modified to read as follows:

This contract shall not exceed Two Hundred Fifty Thousand Dollars and no/cents (\$250,000.00).

2. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY OF AMADOR

CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware corporation, dba: American River Behavioral Health Center, dba: Fruitridge Transitional Home, and dba: Engle House

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

BY:  \_\_\_\_\_  
George C. Lytal, President

Federal ID # 68-0399495

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_  
Gregory Gillott

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

## CERTIFICATE OF INSURANCE

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

**CERTIFICATE HOLDER:** *County of Amador*, a California County, 10877 Conductor Blvd., Suite 33, Sutter Creek, CA 95685

**INSURED:** *Crestwood Behavioral Health Inc (all locations)*, 520 Capitol Mall #800, Sacramento, CA 95814

### **COVERAGES:**

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

### **WORKERS COMPENSATION CARRIER:**

*National Union Fire Insurance Co.*, Policy 025052343 ; 1/1/2013-1/1/2014  
Statutory WC; Employers Liability \$1,000,000 claim/aggregate/employee

### **GENERAL & PROFESSIONAL LIABILITY CARRIER:**

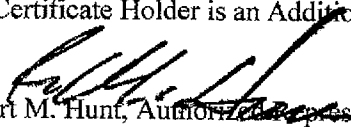
*Chartis Specialty Lines Insurance Co.*, Policy 1929684; 1/1/2013-1/1/2014  
\$1/6,000,000 Each & Aggregate Claims; Occurrence Manuscript form both parts;  
Products/Completed Operations \$6,000,000; Personal/Advertising \$1,000,000

**DESCRIPTION OF OPERATIONS:** Psychiatric & Skilled Nursing Facility

### **CANCELLATION:**

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

The Certificate Holder is an Additional Insured for general liability only.

  
Robert M. Hunt, Authorized Representative  
RM Hunt & Associates, Inc.  
625 Second St. Suite #206  
Petaluma CA 94952      Tel: 707 769 2970

1/7/2013

ENDORSEMENT

This endorsement, effective 12:01 AM: 01/01/2013

Forms a part of Policy No: GL 1929684

Issued to: CRESTWOOD BEHAVIORIAL HEALTH INC.

By: CHARTIS SPECIALTY INSURANCE COMPANY

ADDITIONAL INSUREDS ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

**HEALTHCARE GENERAL LIABILITY COVERAGE PART**

Schedule


**ANY CALIFORNIA COUNTY**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

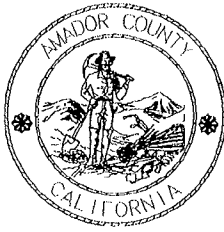
- (a) In the performance of your ongoing operations; or
- (b) In connection with your premises owned by or rented to you

The insurance provided to the scheduled person or organization will not exceed the coverage and/or limits of this policy.

All other terms, conditions and exclusions of the policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative  
or Countersignature (in states where applicable)

Manuscript



## GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES  
CONTRACT & PURCHASING SERVICES DIVISION

### EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

**Purpose:** You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

**Requesting Department:** Behavioral Health      **Date of Request:** 02/04/2013

**Contact Name:** Angie Grau      **Phone:** 223-6346

**Estimated Total Cost:** \$ 250,000.00      **Proposed Vendor:** Crestwood Behavioral Health

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

\_\_\_\_\_ Sole Source:      Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

\_\_\_\_\_ Sole Brand:      Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services     Legal printing  
 Legal services     Emergency     Existing public contract  
 Insurance     Existing contract     Other, define below

#### INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.



- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: This contractor provides professional services for clients of Amador County. Clients admitted to this inpatient psychiatric facility were first admitted to a hospital emergency room in crisis and are deemed a 5150. Currently this contractor has a current agreement signed by the Board of Supervisor for medical professional services. Multiple hospitals are required to contract with, due to the need of open beds for emergency client admissions.

3. Was an evaluation of other equipment, products, or services performed?  Yes  No  
 If yes, please provide all supporting documentation. SERVICES ARE UNIQUE

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

1/10/13  
2/11/13

CERTIFICATION:

I am aware of Amador County policies and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL:

[Signature]  
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL:

[Signature] 2/11/13  
Procurement Officer / Date

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 02/25/2013

From: James Foley, Director of HHS  
(Department Head - please type)

Phone Ext. 412

Department Head Signature *James Foley*

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

Meeting Date Requested:

03/12/2013

Agenda Title: St. Helena Hospital Center for Behavioral Health and Amador County Behavioral Health FY 2012/2013 Agreement

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve St. Helena Hospital Center for Behavioral Health Agreement for fiscal year 2012/2013. The contract provides psychiatric in-patient treatment services for clients of Amador County.

This contract changes the term and fee schedule.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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:

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel Go

Auditor EDL

GSA Director Hop

CAO [Signature]

Risk Management \_\_\_\_\_

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

Please return two original Agreements to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date March 12, 2013

Time 9 a.m.

Item # 4B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

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

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

Save ....

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2012 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and ST. HELENA HOSPITAL & dba ST. HELENA HOSPITAL CENTER FOR BEHAVIORAL HEALTH, a California corporation (the "Contractor").

### RECITALS

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

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

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide inpatient psychiatric treatment services to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall become effective on July 1, 2012 and shall continue in effect through June 30, 2013. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

5.4 Payment for services provided by Contractor to County MediCal eligibles will be made through the TAR process and the MediCal Fiscal Intermediary, EDS. Preliminary TARS must be submitted to Amador County Mental Health within 24 hours of admission to Contractor's facility with final TARS to be submitted within one (1) week of discharge. County will process TARS within 14 days of receipt at address below:

Amador County Health Services Department  
Behavioral Health Division  
Attn: TARS  
10877 Conductor Blvd., Suite 300, Sutter Creek, CA 95685

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

10.4 Contractor will not unlawfully discriminate in their hiring practices.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

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

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

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials,

employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible 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, 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

11.7 Contractor does not purchase insurance policies but provides self -insurance.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and 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 \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or



willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

#### 14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have 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/index.aspx?page=900&parent=11402>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as Attachment C.

HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a

business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

17. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: ST. HELENA HOSPITAL  
ATTN: Chief Financial Officer  
10 Woodland Rd  
St. Helena, CA 94574

To County: Amador County Health Services Department  
Behavioral Health Division  
10877 Conductor Boulevard  
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel  
810 Court Street  
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

Signatures on following page

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

COUNTY OF AMADOR

CONTRACTOR:  
ST HELENA HOSPITAL and dba ST  
HELENA HOSPITAL CENTER FOR  
BEHAVIORAL HEALTH

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

BY: Edward McDonald  
Edward McDonald, CFO, Vice  
President of Finance

Federal I.D. No.: 94-1279779

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: Gregory Gilott  
Gregory Gilott  
County Counsel

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

*KEP*

## **ATTACHMENT A – SCOPE OF WORK**

### **COVERED/NON-COVERED SERVICES**

The following services listed under “Covered Services” are included in the per diem rates, while services listed under “Non-Covered” Services are excluded from the per diem rates.

<b><u>INCLUDED SERVICES</u></b>	<b><u>NON-COVERED SERVICES</u></b>
Clinical Laboratory Services	Ambulance Services
Dietary Services and Consultations	Arteriogram
Drug Screening	Biofeedback
Educational Services	Brain Mapping
Emergency Services	CAT Scans
Family Therapy	Chest X-ray
Group Therapy	Electrocardiography
Involuntary Patient Care	Electroconvulsive
Therapy (ECT)	
Medical History and Physical Examination	Electroencephalography
Pharmacy Services	Inhalation Therapy
Psychiatric Nursing Services	MRI
Recreation Services	Physician Services
Seclusion Room w/Special Observation	Psychological Testing
Social Services	Speech and Language Services
Urinalysis	
Medical History	
Physical Examination (Tech component)	

**ATTACHMENT B – FEE SCHEDULE**

**This Contract shall not exceed Twenty Thousand Dollars (\$20,000)  
 This contractor’s Medi-Cal Provider Number is hms30182i and  
 was certified in Solano County**

**Host County Rates for St. Helena Hospital (SHH) and St. Helena Hospital  
 Center for Behavioral Health (CBH)  
 Fiscal Year 2012-2013  
 CFO: Edward McDonald, CFO, Vice President of Finance**

St Helena Hospital 10 Woodland Road St. Helena CA 94574	New Approved Rates
Psych Inpatient Adult (A)	\$ 955.00 per day
Physician Fee (B)	\$ 87.00 per day
Combined rate A + B + C	\$ 1042 per day
Short Doyle Rate	\$ 1042 per day
Admin	\$ 511.85 per day

St Helena Hospital Center for Behavioral Health 525 Oregon Street Vallejo, CA 94590	New Approved Rates
Psych Inpatient Adult, Adolescent & Children (A)	\$ 935.00 per day
Physician Fee Adult, Adolescent & Children (B)	\$ 85.00 per day
Combined rate A + B + C	\$ 1020.00 per day
Short Doyle Rate Adults, Adolescent & Children	\$ 1020.00 per day
Admin	\$ 511.85 per day

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for ST. HELENA HOSPITAL and dba ST. HELENA HOSPITAL CENTER FOR BEHAVIORAL HEALTH (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 41U.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 “C” 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.

4.

Federal I.D. No. or Social Security No: 94-1279779

Printed Name: Edward McDonald Date 9/25/12

Title: CFO, Vice President of Finance

Signature: Edward McDonald

12





# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)  
5/8/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Adventist Risk Management, Inc.</b> 12501 Old Columbia Pike Silver Spring, MD 20904-6600		<b>CONTACT NAME:</b> PHONE: _____ FAX: _____ (A/C. No. Ext): _____ (A/C. No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID#: _____	
<b>INSURED</b>  <b>Adventist Health System/West</b> 2100 Douglas Boulevard Roseville, CA 95661-9002 Re: St. Helena Hospital dba St. Helena Center for Behavior Health		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: STATE NATIONAL COMPANY, INC.</b> NAIC # 12831 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

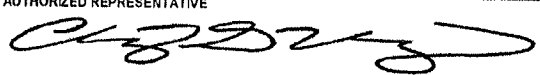
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCT-COMP/OP AGG \$	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			GICV 008-097-11	7/1/12	7/1/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE <b>DEDUCTIBLE</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
"FLEET" Auto Liability Coverage Applicable.

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>*** For Insurance Verification Only ***</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS..</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

## CERTIFICATE OF COVERAGE



IN THE EVENT OF TERMINATION OF THE PROGRAMS DESIGNATED BELOW, IT IS THE INTENT OF ADVENTIST HEALTH SYSTEM/WEST RISK MANAGEMENT TO MAIL THIRTY (30) DAYS PRIOR NOTICE THEREOF TO CERTIFICATE HOLDER:

**PARTICIPANT:**

St. Helena Hospital  
& dba St. Helena Hospital Center for Behavioral Health  
10 Woodland Road  
St. Helena, CA 94574

Alameda County  
Amador County  
Colusa County  
Contra Costa County

**AHS/WEST RISK MANAGEMENT CERTIFIES THAT THE FOLLOWING PROGRAMS ARE IN FORCE:**

TYPE OF COVERAGE	COMPANY & TRUST/TRUST NO./TRUSTEE	PERIOD OF COVERAGE	AMOUNT OF COVERAGE	
			OCCURRENCE	AGGREGATE*
HOSPITAL PROFESSIONAL LIABILITY COMPREHENSIVE GENERAL LIABILITY	AHS/WEST TRUST NO. 14969200 WELLS FARGO TRUST	01-01-2012 to 01-01-2013	\$3,000,000	\$10,000,000

\*THE COVERAGE PROGRAM LISTED ABOVE HAS BEEN ISSUED TO THE ADVENTIST HEALTH PARTICIPANT INDICATED ABOVE FOR THE PERIOD OF COVERAGE STATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS ARE SHARED BY ALL ADVENTIST HEALTH PARTICIPANTS AND MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DISCLAIMER This Certificate of Coverage does not constitute a contract between the AHS/West HPL/GL Trust and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed hereon.

**DESCRIPTION OF OPERATIONS/LOCATIONS:**

All occurrences subject to the terms and conditions of the above Trust as respects the liability of St. Helena Hospital and dba St. Helena Hospital Center for Behavioral Health directly resulting from their provision of mental health services per contract with each county.

Effective: January 01, 2012

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ADVENTIST HEALTH SYSTEM/WEST RISK MANAGEMENT.

December 14, 2011

DATE

AUTHORIZED REPRESENTATIVE



This endorsement modifies such coverage as is afforded by the provisions of the trust relating to the following coverage part(s):

**COMPREHENSIVE GENERAL LIABILITY**

This endorsement effective January 01, 2012 (12:01 A.M., Standard time) forms a part of Trust Document No. 14969200 issued by Adventist Health System/West Risk Management.

It is agreed that the following counties their boards of supervisors, officers, employees, agents and volunteers are added as Additional Participants of this Trust but only to the extent that Additional Participant is held liable for the acts, errors or omissions of St. Helena Hospital and dba St. Helena Hospital Center for Behavioral Health directly resulting from their provision of services per contract with each county. This Endorsement does not extend coverage for the acts, errors or omissions of the counties of Alameda, Amador, Colusa, Contra Costa, and their boards of supervisors, officers, employees, agents and volunteers. All other terms, conditions and exclusions remain unchanged. In the event of termination of this program of coverage it is the intent of Adventist Health System/West Risk Management to mail thirty (30) days prior notice thereof to:

Alameda County  
Amador County  
Colusa County  
Contra Costa County

A handwritten signature in cursive script that reads "Peggy Nakamura".

AUTHORIZED REPRESENTATIVE

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
03/12/13	

To: **Board of Supervisors**

Date: March 5, 2013

Agmt

From: Aaron Brusatori, P.E.

Phone Ext. 429

(Department Head - please type)

Department Head Signature

J. McFarlane for AB

Agenda Title: Stantec Consulting Inc. 5th Amendment to Agreement

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

Public Works requests that this amendment be approved to modify the consultant's Task List. This is to revise the Plans and Specifications for the Ridge Road/New York Ranch Road intersection signalization project to include the installation of pre-empted signals as a safety measure. The cost is not to exceed \$1,700.00.

Recommendation/Requested Action:

**Approve Fifth Amendment to Agreement**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

To Be Paid from 3000-52800

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 \_\_\_\_\_

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management \_\_\_\_\_

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

Public Works, Risk Management, County Counsel ; Auditor

### FOR CLERK USE ONLY

Meeting Date

March 12, 2013

Time

9 a.m.

Item #

40

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

Completed by \_\_\_\_\_

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 ....

FIFTH AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND STANTEC CONSULTING INC. FOR PROFESSIONAL CONSULTING SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND STANTEC CONSULTING INC. FOR PROFESSIONAL CONSULTING SERVICES (this "Fifth Amendment") is made as of March \_\_\_\_, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and STANTEC CONSULTING SERVICES INC., a New York corporation ("Consultant").

RECITALS

A. County and Consultant executed an agreement (the "Original Agreement") dated as of September 22, 2009 whereby Consultant agreed to provide professional consulting services upon request from County, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was modified by that certain First Amendment dated as of December 14, 2010, by that certain Second Amendment dated as of May 24, 2011, by that certain Third Amendment dated May 22, 2012, and by that certain Fourth Amendment dated October 9, 2012. The Original Agreement, as modified by the First, Second, Third and Fourth Amendments, is referred to herein as the "Agreement."

B. County and Consultant desire to further modify the Agreement as set forth in this Fifth Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The Scope of Work as defined in the Agreement shall be further modified by adding as additional services the Task listed on Attachment A to this Fifth Amendment, attached and incorporated by this reference. Compensation for the additional Work described herein shall be paid as set forth on Attachment A. In no event shall compensation to Consultant exceed One Thousand Seven Hundred Dollars (\$1,700) for completion of the additional Work described in this Fourth Amendment.

2. The third sentence of Section 5, COMPENSATION TO CONSULTANT, shall be modified to read as follows:

In no event shall the total compensation to Consultant for completion of all Work pursuant to this Agreement, as amended, exceed Four Hundred and Two Thousand Six Hundred Six Dollars (\$402,606).

///


3. Except as set forth in this Fifth Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date first set forth above.

COUNTY:  
COUNTY OF AMADOR

CONSULTANT:  
STANTEC CONSULTING SERVICES INC., a  
New York corporation

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

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

Federal I.D. No.: 11-2167170

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF AMADOR

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

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

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: March 4, 2013

Agmt.

From: Michael W. Israel  
(Department Head - please type)

Phone Ext. 536

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

Meeting Date Requested:

March 12, 2013

Department Head Signature *[Signature]*

Agenda Title: ACES WASTE SERVICES RFI AMENDMENT APPLICATION

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

Request for authorization for the Chairman of the Board of Supervisors to sign as owner for the report of facility information amendment application, by ACES Waste Services.

Recommendation/Requested Action:

Apply signature on Page 4, Part 9. Signature Block as Land Owner

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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:

Committee Review?

N/A

Name Administrative Committee 3/4/13

Committee Recommendation:

Board Chairman to sign as owner.

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GC*

Auditor *EDR*

GSA Director *HP*

CAO *[Signature]*

Risk Management \_\_\_\_\_

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

Environmental Health

### FOR CLERK USE ONLY

Meeting Date \_\_\_\_\_ Time \_\_\_\_\_ Item # 4D

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

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

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_

ATTEST: \_\_\_\_\_

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_



**ENVIRONMENTAL HEALTH**  
**AMADOR COUNTY LAND USE AGENCY**

Telephone: (209) 223-6380  
Fax: (209) 223-6228  
Website: www.co.amador.ca.us  
E-mail: ACEH@co.amador.ca.us

County Administration Center ▪ 810 Court Street ▪ Jackson, CA 95642-2132

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**MEMORANDUM**

TO: Board of Supervisors

FROM: Michael Israel, REHS - Environmental Health Director / Solid Waste LEA *MIS*  
Tony Maris, REHS / Solid Waste Local Enforcement Agency (LEA) *TM*

DATE: March 12, 2013

SUBJECT: Request for the Property Owner (County) at the Western Amador Recycling Facility (WARF) to sign the Report of Facility Information (RFI) Amendment Application

Amador County is the owner of the properties at APNs 012-040-042 and 012-040-043 and, as such, we request that the Board authorize the Chair to sign on behalf of the County. The operation of the WARF is provided for in a lease from the County that is valid until March 18, 2016. The purpose of the request is to complete the application for the updating of the RFI/Facility Plan for the WARF. Please provide authorization to sign at the line labeled: SIGNATURE (Land Owner or Agent) under Part 9. SIGNATURE BLOCK, of the attached application Form CIWMB E-1-77. The operator of the WARF, ACES Waste Services, has signed the application.

Also attached is a complete Facility Plan with the updates in the final form. The LEA has reviewed and proposes to accept the amendments to the Facility Plan. The attached letter from the LEA details the amended pages that have been incorporated in the updated Facility Plan.

Department Recommendation:

Provide direction to the Board Chair to sign the Form CIWMB E-1-77 application.

Regulations: Title 27 CCR §21620(a) (2)





6500 Buena Vista Rd Lone CA 95640

209-274-2237

aceswaste.com

RECEIVED  
Amador County

JAN 28 2013

ENVIRONMENTAL HEALTH

January 10, 2013

Amador County Env. Health  
Solid Waste LEA  
810 Court Street  
Jackson, Ca 95642

RE: Application for an RFI Amendment and Submission of the Update of Transfer / Processing (T/P) Report for the Western Amador Recycling Facility (WARF) SWIS No. 03-AA-0008


Dear Mr. Maris:

Pursuant to 27 CCR 21665, provided for your approval is an update of the T/P Report originally submitted November 20, 2007 reflecting current operational practices for the WARF. There was a change of owner for the facility on July 1, 2010. At that time the Solid Waste Facility Permit (SWFP) was provided with a new cover page reflecting the ownership change to Aces Waste Services, Inc. This submission is in response to the directives of the, 2013 Five Year Permit Review.

A variety of changes to the T/P Report were made to update the emergency contacts, the volumes of vehicles and waste received, the elimination of the Sani-Hut portable toilet activity. The attached update to the Transfer / Processing Report contains no significant change in facility design or operation. By my signature below, I certify that all information provided in the application package as being true and accurate to the best of my knowledge and belief.

Public notification of the RFI amendment submission will be posted on the front door of our headquarter offices, the front of the County Administrative Center and the bulletin board for environmental notices at the County Recorder area.

Sincerely,



David Ianni

Vice President – ACES Waste Services, Inc.

cc: Amador County Planning Department

# APPLICATION FOR SOLID WASTE FACILITY PERMIT/WASTE DISCHARGE REQUIREMENTS

CIWMB E-1-77 (Rev. 8-04)

NOTE: This form has been developed for multiple uses. It is the transmittal sheet for documents required to be submitted to the appropriate agency. Please refer to the attached instructions for definitions of terms and for completing this application form in a complete and correct manner.

## FOR OFFICIAL USE ONLY

SWIS NUMBER:	FILING FEE:	RECEIPT NUMBER:	DATE RECEIVED:
DATE ACCEPTED:	DATE REJECTED:	ACCEPTANCE DATE OF INCOMPLETE APPLICATION:	DATE DUE:

## Part 1. GENERAL INFORMATION

A. ENFORCEMENT AGENCY: Amador County Environmental Health

B. COUNTY: AMADOR

C. TYPE OF APPLICATION (Check one box only):

<input type="checkbox"/> 1. NEW SWFP and/or WDRS	<input type="checkbox"/> 4. PERMIT REVIEW
<input type="checkbox"/> 2. REVISION OF SWFP and/or WDRS	<input type="checkbox"/> 5. AMENDMENT OF APPLICATION
<input type="checkbox"/> 3. EXEMPTION and/or WAIVER	<input checked="" type="checkbox"/> 6. RFI/ROWD/JTD AMENDMENTS

## Part 2. FACILITY DESCRIPTION

A. NAME OF FACILITY: WESTERN AMADOR RECYCLING FACILITY

B. LOCATION OF FACILITY:

1. PHYSICAL ADDRESS OR LOCATION AND ZIP CODE: 6500 BUENA VISTA ROAD, IONE, CA 95640

2. LATITUDE AND LONGITUDE: N 38.305745 degrees W 120.913641 degrees OR 38° 18' 19.80" N, 120° 54' 49.07"W

3. LEGAL DESCRIPTION OF PERMITTED BOUNDARY BY SECTION, TOWNSHIP, RANGE, BASE, AND MERIDIAN, IF SURVEYED: SW Portion of APN 012-040-042 Sec. 7, T.5 N; R.10 E; MDB&M

C. TYPE OF ACTIVITY: (Check applicable boxes):

<input type="checkbox"/> 1. DISPOSAL a. TYPE: _____	<input type="checkbox"/> 3. TRANSFORMATION	<input type="checkbox"/> 5. OTHER (describe): _____
<input type="checkbox"/> 2. COMPOSTING a. TYPE: _____	<input checked="" type="checkbox"/> 4. TRANSFER/PROCESSING FACILITY XX CHECK HERE IF RECYCLABLE MATERIALS ARE RECOVERED PRIOR TO TRANSFER/PROCESSING.	

## D. CONFORMANCE FINDING INFORMATION (CIWMP):

1. FACILITY IS IDENTIFIED IN (Check one):

<input type="checkbox"/> SITING ELEMENT	DATE OF DOCUMENT _____	PAGE # _____
<input checked="" type="checkbox"/> NONDISPOSAL FACILITY EL	DATE OF DOCUMENT <u>7/1/1994</u>	PAGE # <u>Table A-2</u>

2. FACILITY IS NOT REQUIRED TO BE IDENTIFIED IN SITING ELEMENT OR NONDISPOSAL FACILITY ELEMENT

## E. TYPE OF PERMITTED WASTES TO BE RECEIVED: (Check applicable boxes):

<input checked="" type="checkbox"/> 1. AGRICULTURAL	<input checked="" type="checkbox"/> 6. CONSTRUCTION/DEMOLITION	<input type="checkbox"/> 11. LIQUIDS
<input type="checkbox"/> 2. ASBESTOS <input type="checkbox"/> Friable <input type="checkbox"/> Non-friable	<input type="checkbox"/> 7. CONTAMINATED SOILS	<input checked="" type="checkbox"/> 12. MIXED/MUNICIPAL SOLID WASTE
<input type="checkbox"/> 3. ASH	<input checked="" type="checkbox"/> 8. DEAD ANIMALS	<input type="checkbox"/> 13. SEWAGE SLUDGE
<input type="checkbox"/> 4. AUTO SHREDDER	<input checked="" type="checkbox"/> 9. INDUSTRIAL	<input checked="" type="checkbox"/> 14. TIRES
<input type="checkbox"/> 5. COMPOSTABLE MATERIAL (describe): _____	<input checked="" type="checkbox"/> 10. INERT	<input checked="" type="checkbox"/> 15. OTHER (describe): <u>E-waste</u>

**Part 3. FACILITY INFORMATION**

**A. PROPOSED CHANGE (Check applicable box(es)):**

- 1. DESIGN (describe): \_\_\_\_\_
- 2. OPERATION (describe): \_\_\_\_\_
- 3. OWNER, OPERATOR, ADDRESS, AND/OR FACILITY NAME CHANGE (describe): \_\_\_\_\_
- 4. OTHER (describe): Update to Haz. Mat. Handling procedures. \_\_\_\_\_

**B. FACILITY INFORMATION:**

**1. INFORMATION APPLICABLE TO ALL FACILITIES:**

- a. PEAK DAILY TONNAGE OR CUBIC YARDS \_\_\_\_\_
  - 1) DISPOSAL/TRANSER (unit) 333 Tons Per Day
  - 2) OTHER (unit) \_\_\_\_\_
- b. DAILY DESIGN TONNAGE (TPD) \_\_\_\_\_
- c. FACILITY SIZE (acres) 5
- d. PEAK TRAFFIC VOLUME PER DAY (vpd) 241
- e. DAYS AND HOURS OF OPERATION Open to public to receive wastes during the hours of 9:00 am to 5:00 pm, Monday - Sunday, except holidays.  
Open to accept commercial wastes from 5:00 am to 8:00 pm, Monday - Friday

**2. ADDITIONAL INFO. REQUIRED FOR COMPOSTING FACILITIES ONLY:**

- a. SITE STORAGE CAPACITY (cu yds) \_\_\_\_\_

**3. ADDITIONAL INFORMATION REQUIRED FOR LANDFILLS ONLY:**

- a. AVERAGE DAILY TONNAGE (TPD) \_\_\_\_\_
- b. SITE CAPACITY CURRENTLY PERMITTED (Airspace) (cu yds) \_\_\_\_\_
- c. SITE CAPACITY PROPOSED (Airspace) (cu yds) \_\_\_\_\_
- d. SITE CAPACITY USED TO DATE (Airspace) (cu yds) \_\_\_\_\_
- e. SITE CAPACITY REMAINING (Airspace) (cu yds) \_\_\_\_\_
- f. DATE OF CAPACITY INFORMATION (Date) (See instructions): \_\_\_\_\_
- g. LAST PHYSICAL SITE SURVEY (Date) \_\_\_\_\_
- h. ESTIMATED CLOSURE DATE (month and year) \_\_\_\_\_
- i. DISPOSAL FOOTPRINT (acres) \_\_\_\_\_
- j. SITE CAPACITY PLANNED (cu yds) \_\_\_\_\_
- k. 1. (i) IN-PLACE WASTE DENSITY (lbs of waste per cu yd of waste)  
AND  
(ii) WASTE-TO-COVER RATIO (Estimated) (v:v)  
OR  
2. AIRSPACE UTILIZATION FACTOR (tons of waste per cu yd of landfill airspace) \_\_\_\_\_

**Part 4. SOURCE OF WATER SUPPLY (Check applicable boxes)**

- A. MUNICIPAL OR UTILITY SERVICE: Potable water is delivered by a licensed water hauler and stored for use on site. Bottled drinking water is provided.
- B. INDIVIDUAL (wells): \_\_\_\_\_
- C. SURFACE SUPPLY:
  - 1. NAME OF STREAM, LAKE, ETC. : \_\_\_\_\_
  - 2. TYPE OF WATER RIGHTS:  
 RIPARIAN  APPROPRIATION
  - 3. STATE PERMIT OR LICENSE NUMBER , IF APPLICABLE: \_\_\_\_\_

**Part 5. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) (Check applicable boxes)**

A. CHECK BOX(ES) IF ENVIRONMENTAL DOCUMENT WAS OR WILL BE PREPARED FOR THIS PROJECT AND PROVIDE THE STATE CLEARINGHOUSE NUMBER (SCH#):

- ENVIRONMENTAL IMPACT REPORT (EIR) SCH# 2002082116 dated 2/12/2004
- NEGATIVE DECLARATION (ND)/MITIGATED NEGATIVE DECLARATION (MND) SCH# \_\_\_\_\_
- ADDENDUM TO (Identify environmental document) Final Staged EIR of 4/06/2005 SCH# N/A

B. IF ENVIRONMENTAL DOCUMENT(S) WAS NOT PREPARED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

- CATEGORICAL/STATUTORY EXEMPTION (CE/SE) EXEMPTION TYPE \_\_\_\_\_ GUIDELINE # \_\_\_\_\_

**Part 6. LIST OF ATTACHMENTS (Fill in the date for each document checked)**

**A. REQUIRED WITH ALL APPLICATION SUBMITTALS:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> RFI/JTD <u>RFI amendments, September, 2012</u> | <input type="checkbox"/> ENVIRONMENTAL DOCUMENT(S): |
| <input type="checkbox"/> LOCAL USE/PLANNING PERMITS _____                          | <input type="checkbox"/> EIR _____                  |
| <input type="checkbox"/> LOCATION MAP _____  | <input type="checkbox"/> MND/ND _____               |
| <input type="checkbox"/> MITIGATION MONITORING IMPLEMENTATION SCHEDULE _____       | <input type="checkbox"/> EXEMPTION _____            |
|  | <input type="checkbox"/> ADDENDUM _____             |

**B. ADDITIONAL REQUIRED DOCUMENTS FOR LANDFILLS ONLY:**

- |  |  |
|--|--|
| <input type="checkbox"/> OPERATING LIABILITY FINANCIAL MECHANISM _____ | <input type="checkbox"/> FINANCIAL RESPONSIBILITY DOCUMENTATION _____              |
| <input type="checkbox"/> CLOSURE/POST CLOSURE MAINTENANCE PLAN _____   | <input type="checkbox"/> LANDFILL CAPACITY SURVEY RESULTS (see instructions) _____ |
| <input type="checkbox"/> PRELIMINARY _____                             |  |
| <input type="checkbox"/> FINAL _____                                   |  |

**C. IF APPLICABLE:**

- |  |   |
|--|---|
| <input type="checkbox"/> REPORT OF WASTE DISCHARGE _____     | <input type="checkbox"/> DEPT. OF HEALTH SERVICES PERMIT _____          |
| <input type="checkbox"/> CONTRACT AGREEMENTS _____           | <input type="checkbox"/> SWAT (Air and water) _____                     |
| <input type="checkbox"/> STORMWATER PERMIT APPLICATION _____ | <input type="checkbox"/> WETLANDS PERMITS _____                         |
| <input type="checkbox"/> NPDES PERMIT APPLICATION _____      | <input type="checkbox"/> VERIFICATION OF FIRE DISTRICT COMPLIANCE _____ |
| <input type="checkbox"/> OTHER _____                         |   |

**Part 7. OWNER INFORMATION (For disposal site, if operator is different from land owner, attach lease or other agreement)**

**TYPE OF BUSINESS:**

- SOLE PROPRIETORSHIP       PARTNERSHIP       CORPORATION       GOVERNMENT AGENCY

OWNER(S) OF LAND  
(Name):

County of Amador

ADDRESS, CITY, STATE, ZIP

Board of Supervisors, County of Amador, 810 Court Street, Jackson, CA 95642-2132

SSN OR TAX ID #

TELEPHONE #:

209-223-6470

FAX #:

209-223-4286

E-MAIL ADDRESS:

Ciley@amadorgov.org

CONTACT PERSON (Print Name):

CHUCK ILEY

**Part 8. OPERATOR INFORMATION** (For disposal site, if operator is different from land owner, attach lease or other agreement)

**TYPE OF BUSINESS:**

SOLE PROPRIETORSHIP       PARTNERSHIP       CORPORATION       GOVERNMENT AGENCY

FACILITY OPERATOR(S)

(Name):

ACES Waste Services, Inc

SSN OR TAX ID #:

94-3103723

ADDRESS, CITY, STATE, ZIP

6500 Buena Vista Rd., Ione, CA. 95640

TELEPHONE #:

209-274-6880

FAX #:

209-274-0916

E-MAIL ADDRESS:

david@aceswaste.com

CONTACT PERSON (Print Name):

David Ianni

ADDRESS WHERE LEGAL NOTICE MAY BE SERVED:

6500 Buena Vista Rd., Ione, CA. 95640

**Part 9. SIGNATURE BLOCK**

**Owner: COUNTY OF AMADOR**

I certify under penalty of perjury that the information I provided for this application and for any attachments is true and accurate to the best of my knowledge and belief. I am aware that the operator intends to operate a solid waste facility at the site specified above pursuant to this application and understand that I may be responsible for the site should the operator fail to meet applicable requirements.

SIGNATURE (LAND OWNER OR AGENT):

*Richard M. Forster*

sign  
← here

PRINTED NAME:

Richard M. Forster

TITLE: Chairman, Board of Supervisors

DATE: 3/4/2013

**Operator:**

I certify under penalty of perjury that the information contained in this application and all attachments are true and accurate to the best of my knowledge and belief.

SIGNATURE (FACILITY OPERATOR OR AGENT):

*David Ianni*

PRINTED NAME:

David Ianni

TITLE: V.P. - Operations

DATE: 11-Jan-13

**Part 10. OTHER** (Attach additional sheets to explain any responses that need clarification).

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
March 12, 2013	

To: Board of Supervisors

Date: March 1, 2013

Agnet

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

Phone Ext. 759

Department Head Signature [Signature]

Agenda Title: Assignment and Assumption of Lease for Airport Lot #90

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 This is an assignment and assumption of lease by and between Chuck Laughlin ("Original Lessee") and Marvin Price and Kitty Baker ("Successor Lessees") for Airport Lot #101. The Lease agreement between the County of Amador and Chuck Laughlin allows for the assignment of lease.

Recommendation/Requested Action:  
Approve Assignment and Assumption of Lease for Airport Lot #101

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

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 GO

Auditor [Signature] \_\_\_\_\_      GSA Director Hop

CAO [Signature] \_\_\_\_\_      Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
GSA,-Jon Hopkins, Airport-David Sheppard, Risk Management (electronically)

### FOR CLERK USE ONLY

Meeting Date March 12, 2013      Time 9 a.m.      Item # 4E

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

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of \_\_\_\_\_, 2013 by and between Chuck Laughlin ("Original Lessee") and Marvin H. Price, and Kittie Baker (collectively "Successor Lessees").

R E C I T A L S

A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated February 13, 2001 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.

B. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessees, and Successor Lessees desire to assume the duties and obligations of Original Lessee under the Lease.

NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:

1. Original Lessee hereby assigns and transfers to Successor Lessees all of Original Lessee's right, title and interest in and to the Lease.

2. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.

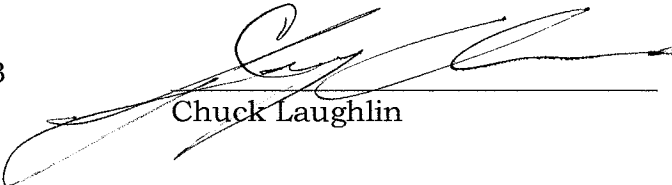
3. Successor Lessees accept the foregoing assignment and assume all of the duties, obligations and responsibilities of Original Lessee under the Lease jointly and severally.

4. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, Original Lessee and Successor Lessees have executed this Assignment as of the date set forth opposite their signatures below.

ORIGINAL LESSEE:

Date: Feb 28, 2013

  
\_\_\_\_\_  
Chuck Laughlin

SUCCESSOR LESSEES:

Date: 7-28, 2013

Marvin H. Price  
Marvin H. Price

Date: 2-28, 2013

Kittie Baker  
Kittie Baker

CONSENT BY COUNTY OF AMADOR

County of Amador hereby consents to the above assignment of the Lease by Original Lessee to Successor Lessees, effective as of the date set forth below. This consent in no way releases Original Lessee from any obligation to be performed by Original Lessee under this Lease, whether occurring before or after such assignment.

Dated: \_\_\_\_\_, 2013

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

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: [Signature]

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



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: March 5, 2013

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

Phone Ext. x375

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

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>March 12, 2013</u>	

Agmt

Agenda Title: California Department of Transportation Aeronautics Division Matching Grant Offer.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 On August 24, 2012 the Federal Aviation Administration (FAA) offered the County of Amador an Airport Improvement Program Grant (AIP) in the amount of \$150,000.00 for the "Design of Precision Approach Path Indicator (PAPI) systems, related electrical reconstruction and modifications for Runway 01/19 and PAPI Sighting Obstruction Identification and Mitigation." The County of Amador accepted this grant offer on August 31, 2012.

On September 25, 2012 the Board of Supervisors approved a resolution to apply for a California-Department of Transportation, division of Aeronautics Matching Grant to assist with the ten percent (10%) of the FAA grant that the County is Responsible for.

Attached is Matching Grant Offer by the State of California-Department of Transportation to provide funds that will assist the County of Amador with the matching funds required of the FAA AIP grant program. this Grant from the State will match up to five percent (5%) of the FAA grant amount; therefore, the offer for assistance is in the amount of \$7,500.00.

Recommendation/Requested Action:

**Approve the California Department of Transportation Division of Aeronautics Matching Grant Offer**

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

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor dl

GSA Director Jon

CAO \_\_\_\_\_

Risk Management \_\_\_\_\_

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

GSA-Jon Hopkins, Airport-David Sheppard, Auditor-Joe Lowe, Risk Man-(Electronically)

### FOR CLERK USE ONLY

Meeting Date

March 12, 2013

Time

9 a.m.

Item #

4F

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

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

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department  
For meeting  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Save

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF AERONAUTICS - M.S. #40

1120 N STREET

P.O. BOX 942874

SACRAMENTO, CA 94274-0001

PHONE (916) 654-4959

FAX (916) 653-9531

TTY 711

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March 1, 2013

Mr. Jon Hopkins  
Director, General Services Administration  
County of Amador  
12200-B- Airport Road  
Jackson, CA 95642

Dear Mr. Hopkins,

We are pleased to inform you that, acting on the authority of the California Transportation Commission, with the approval of the California Department of Transportation (Caltrans), \$7,500 in State Aeronautics funds have been allocated to the County of Amador. These funds are intended as a portion of the match for your Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 3-06-0111-016 at the Westover Field Airport. The project includes:

"Design of Precision Approach Path Indicator (PAPI) systems, related electrical system reconstruction and modifications for Runway 01/19 and PAPI Sighting Obstruction Identification and Mitigation"

Enclosed are four copies of the California Aid to Airports Program Grant Agreement -- Federal AIP Matching Funds. **Please have the authorized official sign and return to Caltrans three copies of the Grant Agreement, each with original signatures.** A fully executed copy of the Grant Agreement will be returned to you.

Please note that progress payments can be made. To request a progress payment from Caltrans, please submit a copy of the FAA payment request(s) and proof of subsequent payment. For all progress payments, a retention amount of ten percent will be withheld. Final payment (and any retention withheld) will be made after the project has been completed and the FAA has approved the final payment.

If you have any questions or if we may be of further assistance, please contact Tony Sordello at (916)-654-4718 or by email at [tony\\_sordello@dot.ca.gov](mailto:tony_sordello@dot.ca.gov).

Sincerely,

Handwritten signature of Dennis Jacobs in black ink.

DENNIS JACOBS, Acting Chief  
Division of Aeronautics

GSA  
MAR 06 2013  
RECEIVED

*"Caltrans improves mobility across California"*

**CALIFORNIA AID TO AIRPORTS PROGRAM  
GRANT AGREEMENT - FEDERAL AIP MATCHING FUNDS**

**THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 27th DAY OF FEBRUARY, 2013  
BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation, hereinafter referred  
to as "STATE," AND THE COUNTY OF AMADOR, a political subdivision of the  
State of California, hereinafter referred to as "PUBLIC ENTITY."**

**SECTION I**

1. **WHEREAS**, Section 21683.1 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for a portion of the match for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants to certain airports upon the recommendations of the Department and pursuant to Department regulations set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and

2. **WHEREAS**, pursuant to the above authority, the California Transportation Commission allocated a maximum amount of **\$7,500** from the Aeronautics Account in the State Transportation Fund by Resolution FDOA 2011-06 dated June 27, 2012, the terms of which are made an express part of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

**SECTION II**

1. **PUBLIC ENTITY** shall perform or contract for all work necessary to complete the following described airport improvement(s) hereinafter referred to as "**IMPROVEMENT**":

**Airport: Westover Field**

**Federal AIP Grant No.: 3-06-0111-016**

**Detailed Project Description: "Design of Precision Approach Path Indicator (PAPI) systems, related electrical system reconstruction and modifications for Runway 01/19 and PAPI Sighting Obstruction Identification and Mitigation"**

Items in AIP Grant that are **ineligible** for State Funding: None

Total Federal AIP Grant	\$150,000
Less cost of ineligible items	\$0

Total amount of AIP Grant eligible for State Matching	\$150,000
---	-----------

MAXIMUM STATE PARTICIPATION: (5% of eligible items in AIP Grant)	\$7,500
---	---------

2. **PUBLIC ENTITY** shall comply with all special conditions set forth in the Funding Resolution issued by the California Transportation Commission.
3. **PUBLIC ENTITY** shall deposit all monies received from **STATE** for **IMPROVEMENT** in the Westover Field Airport Account within the **PUBLIC ENTITY's** Special Aviation Fund in accordance with Public Utilities Code Section 21684.
4. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to inspect the work being performed at any time during construction of **IMPROVEMENT**.
5. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion of **IMPROVEMENT**, and shall make these documents available for examination by **STATE** upon request.
6. **PUBLIC ENTITY** shall comply with all applicable **STATE** laws and regulations.
7. **PUBLIC ENTITY** shall indemnify and hold harmless the **CALIFORNIA TRANSPORTATION COMMISSION** and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement; with respect to the construction, operation and maintenance of the **IMPROVEMENT** any act or omission by the **PUBLIC ENTITY's** Contractor or agents during the process of constructing, operating or maintaining the **IMPROVEMENT**. **PUBLIC ENTITY's** duty to indemnify and save harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

### **SECTION III**

1. **STATE** shall disburse the **STATE's** share of the project cost up to **\$7,500** not to exceed five percent (5%) of payments received by the **PUBLIC ENTITY** from the FAA, in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed the sum of **\$7,500** unless authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.
2. Upon receipt of request for payment by **PUBLIC ENTITY**, **STATE** agrees to make payments by one of the following methods:
  - (a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the sum identified in paragraph 1 of this section along with a copy of invoice to the FAA; or
  - (b) **PUBLIC ENTITY** may submit copies of Contractor's invoices for materials and services delivered as a lump-sum payment request after construction of **IMPROVEMENT** has been completed, along with a copy of the corresponding invoice sent to the FAA.
3. Regardless of the number of progress payments submitted, 10 percent of the **STATE's** share indicated in paragraph 1 of this section shall be retained by **STATE** until final receipt of documentation acknowledging completion and acceptance of **IMPROVEMENT** by **PUBLIC ENTITY**.

4. **PUBLIC ENTITY** shall refund to **STATE** any portion of the **STATE** funding share not expended to complete **IMPROVEMENT**.

5. After the project has been completed and accepted by the FAA, **STATE** will pay the 10% balance of the withheld **STATE** funds to **PUBLIC ENTITY**.

**PUBLIC ENTITY'S ACCEPTANCE**

**County of Amador**

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

Richard M. Forster

Title: Chairman, Board of Supervisors

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

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

Division of Aeronautics

Division of Aeronautics

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

DENNIS JACOBS, Acting Chief

I hereby certify that allocated funds are available for the period and purpose of the expenditure stated above.

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

\_\_\_\_\_  
Aviation Funding Specialist

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

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: March 6, 2013

Agnet

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

Phone Ext. 759

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

03/12/13

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

Agenda Title: Lease Agreement with Amador Community College Foundation (ACCF)

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

As discussed with the Board the attached lease represents the terms and conditions as discussed .

Recommendation/Requested Action:

Approve Lease with ACCF

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts N/A

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: Lease attached.

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel \_\_\_\_\_

Auditor \_\_\_\_\_

GSA Director Hop

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 March 12, 2013 Time 9 a.m. Item # 46

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

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

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

SUBLEASE

THIS SUBLEASE (this "Sublease") is made and entered into as of March 1, 2013 ("Effective Date"), by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") as sublessor, and AMADOR COMMUNITY COLLEGE FOUNDATION, a California non-profit corporation ("ACCF") as sublessee.

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, County hereby subleases to ACCF, and Lessee hereby subleases from County, the Premises described below upon the following terms and conditions:

1. Premises.

a. The Premises subleased by ACCF is identified as an area consisting of approximately 2315 square feet of office and adjacent open space located within the building occupied by County at 10877 Conductor Blvd., Sutter Creek, California (the "Building"). The Premises are shown on the diagram attached as Exhibit A and incorporated by this reference.

b. In addition, ACCF shall have the right to utilize common areas for the Building, such as restrooms and hallways. ACCF may also use the 575 square foot conference rooms depicted on Exhibit A on a first-come first-serve basis with the other occupants of the Building. All use by ACCF of any common areas or conference rooms shall comply with all policies and regulations applicable to use of those areas.

c. ACCF shall have the right to utilize any undesignated parking spaces for the Building in common with all other users of the Building.

2. Term. This Sublease shall commence on the Effective Date and shall continue until February 28, 2014 unless the Master Lease (defined below) is earlier terminated in accordance with its terms, in which case this Sublease shall terminate on the date of termination of the Master Lease.

3. Rent.

(a) Base Rent: ACCF shall pay to County as Base Rent for the Premises either a full payment of eight thousand dollars (\$8,000) payable upon execution of this agreement ~~or~~ a monthly payment of \$666.67, payable in advance on the first day of each month at the address stated herein. Base Rent for any period during the term hereof that is for less than one month shall be prorated based on a month of 30 days. In the event this Sublease is executed after the Effective Date, then ACCF shall immediately pay to County the difference, if any, between monthly rent previously paid by ACCF and the Base Rent calculated in accordance with this paragraph.

(b) Monetary Obligations in General: All monetary obligations of ACCF to County under the terms of this Sublease are deemed to be rent and shall be paid at the same time and in the same manner as provided for Base Rent.

4. Security Deposit. Waived.

5. Use. The Premises shall be used and occupied for offices for ACCF only and for no other purpose.

6. Utilities. The cost of ACCF's use of water, sewer, PG&E and refuse collection is included within the Base Rent under Section 3(a) above. ACCF shall pay for all telephone and internet service to the Premises.

7. Maintenance and Repairs. ACCF shall be responsible for all maintenance and repairs to the Premises that are the responsibility of County under the Master Lease. County shall provide custodial services for the Premises.

8. Security.

(a) ACCF staff shall be allowed to enter the main entrance and all staff entrances at the rear of the Building; staff rest rooms; staff break room; and any other areas for which the HHS Director determines that card reader access may be appropriate. ACCF's invitees shall enter using the main entrance at the front of the Building and shall be entitled to use only the Premises and any other areas in the Building generally open to the public. ACCF shall have access to the Premises at any time, including after normal business hours; provided, however, that access to the Building after hours shall be through the main entrance at the front of the Building only. ACCF shall additionally have after-hours access to the conference room in the Building if that room has been reserved for ACCF's use.

(b) The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). The County of Amador is a "hybrid entity" under HIPAA, and portions of the Building occupied by County will generate and maintain Protected Health Information, as defined in HIPAA. ACCF shall maintain the confidentiality of any Protected Health Information that it may encounter. In the event that ACCF becomes aware of the disclosure of Protected Health Information, ACCF shall report such disclosure to County's HIPAA Officer. The report shall contain the following information:

- (i) The manner in which the Protected Health Information was discovered or heard.
- (ii) When the discovery occurred.
- (iii) Who the Protected Health Information was discovered or heard by.
- (iv) Any other pertinent information that will assist County in determining the causes, extent, or circumstances of the disclosure.



9. Acceptance of Premises. ACCF warrants and represents that it is fully knowledgeable concerning all aspects of the condition of the Premises; and that it accepts the Premises in their “as-is” condition.

10. Master Lease. County is the lessee of certain real property of which the Premises is a part by virtue of that certain Lease Agreement dated October 17, 2006, as amended by First Amendment to Lease Agreement dated November 21, 2006 (together the “Master Lease”), with SPI/Catlin Martell III, LLC (“Master Landlord”) as Lessor. This Sublease is and shall be at all times subordinate to the Master Lease. The terms, conditions and respective obligations of County and ACCF to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease that are directly contradicted by this Sublease, in which event the terms of this Sublease shall control. Wherever in the Master Lease the word “Lessor” is used, it shall be deemed to mean County as sublessor herein, and wherever in the Master Lease the word “County” is used, it shall be deemed to mean ACCF as sublessee herein. During the term of this Sublease and for all periods subsequent for obligations that have arisen prior to the termination of this Sublease, ACCF expressly assumes and agrees to perform and comply with, for the benefit of County and the Master Landlord, each and every obligation of County under the Master Lease with regard to the Premises, including, without limitation the insurance and indemnity provisions.

11. Insurance and Indemnity.

(a) ACCF shall obtain and maintain in force during the term of this Sublease the policies of insurance set forth on Exhibit B attached and incorporated by this reference.

(b) ACCF shall indemnify and hold County free and harmless from and against any and all cost, liability, and expense arising in any respect from ACCF’s use and/or occupancy of the Premises, including, but not limited to, any attorneys’ fees and/or other litigation expenses County may incur in defending itself against any such claims or actions, unless such cost, liability or expense arises from the sole, active negligence of County.

12. Brokerage Commission. County and ACCF covenant and agree that under no circumstances shall Master Landlord be liable for any brokerage commission or other charge or expense in connection with this Sublease and County and ACCF agree to protect, defend, indemnify and hold Landlord harmless from the same and from any cost or expense (including but not limited to attorneys' fees) incurred by Master Landlord in resisting any claim for any such brokerage commission.

13. Notices. All notices and demands which may or are required to be given by either party to the other shall be in writing, and may be sent by United States mail, postage prepaid, addressed to the addressee party at the address shown below (or at such other address as such party may have given the other in writing):

County:

c/o Jon Hopkins, GSA Director  
12200 Airport Road  
Jackson, CA 95642

ACCF:

Dr. Madeline Voss, Ed.D.  
c/o 810 Court St., HR Dept.  
Jackson, CA 95642

IN WITNESS WHEREOF, the parties have executed this Sublease on the dates set forth below.

Date: \_\_\_\_\_, 2013

Date: 2-26-, 2013

COUNTY OF AMADOR

AMADOR COMMUNITY COLLEGE  
FOUNDATION

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

By:   
Chairman, Board of Directors

Approved as to form:  
Gregory G. Gillott, County Counsel

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

Attest:

Jennifer Burns, Clerk of the Amador County  
Board of Supervisors

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

## CONSENT OF MASTER LANDLORD

The undersigned ("Landlord"), Lessor under the Master Lease, hereby consents to the foregoing Sublease, without waiver of any restriction in the Master Lease concerning further assignment or subletting. Landlord's consent to ACCF subleasing the Premises pursuant to the terms of the Sublease does not constitute approval by Landlord of any of the provisions of the Sublease or any related instrument, nor shall the Sublease or any related instrument be construed to amend the Master Lease in any respect, any purported modifications being solely for the purpose of setting forth the rights and obligations as between County and ACCF, but not binding Landlord. Landlord shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublease.

Dated:

LANDLORD

Plush Investments, LLC, a California limited liability company

By: \_\_\_\_\_  
Mike Amin

## Exhibit B

### Standard Insurance Requirements

Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability must be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

#### General Provisions:

1. Sublessee's insurance coverage shall be primary insurance as respects the County of Amador, its officers, officials and employees. Any insurance or self-insurance maintained by the County of Amador, its officers, officials or employees shall be in excess of the Consultant's insurance and shall not contribute with it.
2. Commercial General Liability and Automobile Liability policies shall be endorsed to name the (a) County of Amador, its officers, officials, employees, and volunteers as an additional insured and (b) Master Landlord and its property manager, but only insofar as the operations under this Sublease are concerned.
3. Certificates of insurance and endorsements shall refer to this Sublease.
4. Sublessee shall furnish a certificate of insurance satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642-9534 as evidence that the insurance required above is being maintained. Sublessee that the insurance required above shall be in effect at all times during the term of this Sublease. In the event said insurance coverage expires at any time or times during the term of this contract, Sublessee agrees to provide at least 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 Sublease, or for a period of not less than one year.
5. **Certificates of insurance must be on file prior to occupancy** with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Misc. appts/Resign.

Date: February 25, 2013

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

Phone Ext. 470

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:  
March 12, 2013

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

Agenda Title: Mental Health Advisory Board

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

Approval of the appointment of Richard Reinoehl to the subject Board for a three (3) year term that will expire on March 11, 2016.

Recommendation/Requested Action:  
Approve appointment

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Committee Review? N/A <input type="checkbox"/>	Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Name _____	Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Committee Recommendation: _____	Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>GG</u>
Auditor <u>EJL</u>	GSA Director <u>Hoz</u>
CAO <u>OB</u>	Risk Management _____

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

Bethany Renfree-Behavioral Health; Committee Clerk to send letter to appointee

### FOR CLERK USE ONLY

Meeting Date <u>March 12, 2013</u>	Time <u>9 a.m.</u>	Item # <u>6A</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

Distributed on _____	A new ATF is required from _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save ....

OK By  
Jan (Howie)

AMADOR COUNTY BOARD OF SUPERVISORS  
COUNTY ADMINISTRATION CENTER \*810 COURT STREET \* JACKSON, CA \* 95642  
(209) 223-6470

**COMMITTEE MEMBER APPLICATION FORM**

Date 9-21-2013

Please consider me for the following committee:

NAME: [REDACTED]

Mailing Address: [REDACTED]

Physical Address: [REDACTED]

Business Address: [REDACTED]

Telephone - Home: NA Work: NA

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I would like a opportunity to serve my community. I have sat in and listened to differant projects that our community is working on and I feel I could help. I live in pine Grove and see some needs at our community center and else where in Pine Grove and other closer areas that could use some help. I have lived in Pine Grove 8 years and love my community. I would like to see some new improvements. Thank you for your time Sincerely Richard

Signature Richard Reinohl

\*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisorial District \_\_\_\_\_

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
 Date: February 28, 2013

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

Phone Ext. 470

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>March 12, 2013</u>	

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

Agenda Title: Agricultural Advisory Committee (#100)

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

Approval of the following re-appointments to the subject Committee that are co-terminus with the Board of Supervisors terms:

- Representing District I -- David Bassett (Regular Member) and Chris Bennett (Alternate)
- Representing District II -- Dan Port (Regular Member)
- Representing District IV -- John Allen, Jr. (Regular Member)
- Representing District V -- Jerry Notestine (Regular Member)

Approval of the appointment of Mr. Patrick Minyard (Regular Member) representing District III.

Recommendation/Requested Action:

Approval as recommended

Fiscal Impacts (attach budget transfer form if appropriate)

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 GO

Auditor [Signature] GSA Director [Signature]

CAO [Signature] Risk Management \_\_\_\_\_

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

Susan Grijalva, Planning Dept; Committees Clerk to send letters to appointees and update database and files.

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 6B

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

AMADOR COUNTY BOARD OF SUPERVISORS  
COUNTY ADMINISTRATION CENTER \*810 COURT STREET \* JACKSON, CA \* 95642  
(209) 223-6470

**COMMITTEE MEMBER APPLICATION FORM**

Date 4 Mar. 2013

Please consider me for the following committee:

Agriculture

NAME:

Mailing Address:

Physical Address:

Business Address:

Telephone - Home:

Work:

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

o B.S. = Gen. & Arizona - Agricultural Sciences

o M.S. - University of Washington - Forest Pathology

o Family farm in Arizona

o Career in Agriculture for 31 years

ref Calif Dept of Food & Agriculture -  
Exotic pest prevention (Medfly, Gypsy Moth etc.)

State Chief - Division Director -

Reason for: wish to make a  
contribution

Signature [Signature]

\*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisory District III 120



# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: February 27, 2013

Misc Appnts / Resign.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>March 12, 2013</u>	

From: John Plasse, Supervisor District I

(Department Head - please type)

Phone Ext. 470

Department Head Signature

John Plasse

Agenda Title: Airport Advisory Committee Representatives for District I

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

Approval of the following re-appointments to the subject Board for a term that coincides with the term of the Supervisor which the appointee represents. The term for each of these members will expire on December 31, 2017.

- Mr. Chris Floyd - Regular Member
- Mr. Charles Huffman - Regular Member
- Mr. Marvin Price - Alternate Member

Recommendation/Requested Action:

**Approval of re-appointments as recommended.**

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

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman

Counsel

BC

Auditor

GSA Director

Hog

CAO

Risk Management

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

Airport; GSA; Committee Clerk; File; and send letters to appointees

## FOR CLERK USE ONLY

Meeting Date

March 12, 2013

Time

9 a.m.

Item #

6C

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes:

Resolution

Ordinance

Other:

Noes

Resolution

Ordinance

Absent:

Comments:

Distributed on

A new ATF is required from

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by

Department

ATTEST:

For meeting

Clerk or Deputy Board Clerk

of

Save ....

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Misc. Appts/Resign.

Date: February 27, 2013

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

Meeting Date Requested:

March 12, 2013

From: Richard M. Forster, Supervisor District II

Phone Ext. 470

(Department Head - please type)

Department Head Signature

Richard M Forster

Agenda Title: Airport Advisory Committee Representatives for District II

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

Approval of the following re-appointments to the subject Board for a term that coincides with the term of the Supervisor which the appointee represents. The term of each of these members will expire on December 31, 2017.

- Bonnie Dufrene - Regular Member
- Jim Floyd - Regular Member
- John B. Allen, Jr. - Alternate

Recommendation/Requested Action:

Approval of re-appointments as recommended.

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

Comments:

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)

Airport; GSA; Committee Clerk; File; and send letters to appointees

### FOR CLERK USE ONLY

Meeting Date March 12, 2013

Time 9 a.m.

Item # 6C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

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

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

Save ....

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Misc. Appts + Resign

Date: February 27, 2013

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>March 12, 2013</u>	

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

Phone Ext. 470

Department Head Signature *Louis D. Boitano*

Agenda Title: Airport Advisory Committee Representatives for District IV

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

Approval of the following re-appointments to the subject Board for a term that coincides with the term of the Supervisor which the appointee represents. The term for each of these members will expire on December 31, 2017.

- Dave Richards - Regular Member
- Mark Ohlau - Regular Member
- Debbie Dunn - Alternate

Recommendation/Requested Action:

**Approval of re-appointments as recommended.**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

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

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

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

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)

Airport; GSA; Committee Clerk; File; and send letters to appointees

### FOR CLERK USE ONLY

Meeting Date March 12, 2013 Time 9 a.m. Item # 60

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

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

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: February 20, 2013

Resol. Misc.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>03/12/13</u>	

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

Phone Ext. x391

Department Head Signature *Jim McCart*

Agenda Title: CONFLICT OF INTEREST CODE

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

On February 19, 2013 the Amador Fire Protection District adopted a Conflict of Interest Code in compliance with Government Code.

As per the attached resolution, the District is now submitting this Conflict of Interest Code to the Amador County Board of Supervisors for its approval.

Recommendation/Requested Action:

**Approval of Amador Fire Protection District Conflict of Interest Code as submitted.**

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

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor EDL

GSA Director Hof

CAO [Signature]

Risk Management \_\_\_\_\_

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

AFPD

### FOR CLERK USE ONLY

Meeting Date

March 12, 2013

Time

9 a.m.

Item #

7A

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 \_\_\_\_\_

Completed by \_\_\_\_\_

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

**BEFORE THE BOARD OF DIRECTORS OF  
THE AMADOR FIRE PROTECTION DISTRICT  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION ADOPTING THE AMADOR FIRE ) RESOLUTION NO. AAFP 13-03  
PROTECTION DISTRICT'S CONFLICT OF INTEREST )  
CODE APPENDIX OF DESIGNATED EMPLOYEES )  
AND DISCLOSURE CATEGORIES )

WHEREAS, the Political Reform Act, Government Code § 81000, *et seq.*, requires every state or local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal Admin. Code § 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after public notice and pursuant to the Administrative Procedure Act, Government Code § 11370, *et seq.*; and

NOW THEREFORE, BE IT RESOLVED that the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by the reference and such regulation together with both the Appendix attached hereto as Appendix "A", designating officials and employees and establishing disclosure categories, and the Appendix attached hereto as Appendix "B", describing the categories of disclosure, shall constitute the conflict of interest code of Amador Fire Protection District.

BE IT FURTHER RESOLVED that designated employees shall file statements of economic interests with the District who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Upon receipt of the statements of the members of the Board of Directors of the District and the Fire Chief, the District shall make and retain copies and forward the originals of the statements to the Board of Supervisors of Amador County. Statements for all other designated employees will be retained by the agency.

BE IT FURTHER RESOLVED that the Clerk of the District submits a copy of this approved code to the Amador County Board of Supervisors for its approval as the Code Reviewing Body for Amador Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Amador Fire Protection District at a regular meeting thereof, held on the 19th day of February, 2013, by the following vote:

AYES: Richard M. Forster, Louis D. Boitano, John Plasse, Brian Oneto, Theodore F. Novelli

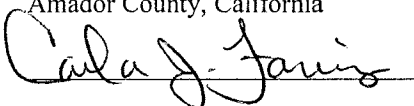
NOES: None

ABSENT: None

  
Richard M. Forster  
President, Board of Directors

ATTEST:

CARLA J. FARRIS, Clerk of the  
Amador Fire Protection District  
Amador County, California



## APPENDIX "A"

<u>List of Designated Positions</u>	<u>Assigned Disclosure Categories</u>	
Members of the Board of Directors	1, 2, 3, 4	
Fire Chief	1, 2, 3, 4	
Battalion Chief	1, 2, 3, 4	
General Counsel	1, 2, 3, 4	
*Consultants	1, 2, 3, 4	Unless determined exempt as provided below

\* Consultants shall disclose pursuant to categories 1, 2, 3, and 4, unless Fire Chief determines that a particular consultant, although a "designated position", is hired to perform specific duties that are limited in scope and thus are not required to fully comply with the disclosure requirements described in this section. Written determination must be made and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. This written determination shall be construed as a public record and must be retained for public inspection in the same manner as this conflict of interest code.

## APPENDIX "B" – DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

### Disclosure Category 1

Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

### Disclosure Category 2

Reportable income and business positions. (Form 700, Schedule C.)

### Disclosure Category 3

Reportable investments. (Form 700, Schedules A-1 and A-2.)

### Disclosure Category 4

Reportable gifts and travel gifts. (Form 700, Schedules D and E.)

### Disclosure Category 5

For consultants who serve in a staff capacity with the District, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

The following disclosure categories shall be used for consultants who do not serve in a staff capacity:

Persons required to disclose in this category shall disclose pursuant to categories 1, 2, 3, and 4 above unless the Fire Chief determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories 1, 2, 3, and 4. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Fire Chief's determination is a public record and shall be retained for public inspection in the same manner and location as this Code.