

# 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:	
5/28/13	

To: **Board of Supervisors**

Date: May 13, 2013

From: James Wegner  
(Department Head - please type)

*Agmt*

Phone Ext. 515

Department Head Signature *[Signature]*

Agenda Title: US Forest Service Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Approval of United States Forest Service (USFS) Agreement committing the Amador County Sheriff's Office to perform patrol and controlled substance investigations/enforcement on USFS properties within Amador County. Patrol services will be reimbursed in an amount not to exceed \$23,000.00 while an additional \$5,000.00 will be available drug enforcement services.

Recommendation/Requested Action:  
Approve agreement and authorize Chairman's signature

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

Projected revenue in FY 13/14 budget \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

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

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

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman *RMA* Counsel *GB*

Auditor \_\_\_\_\_ GSA Director *Hsp*

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Risk Electronic; Sheriff's Office; Auditor

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 4C

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

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

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

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

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

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

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

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

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

FS Agreement No. 13-LE-11051360-009  
Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**AMADOR COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA, FOREST SERVICE**  
  
**ELDORADO NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Amador County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Amador County/Eldorado National Forest Cooperative Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

### **III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest



Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
Albuquerque Service Center  
  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
Email: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

**Send copy to:**

Donna-Lee DeCantillon  
Law Enforcement Program Assistant  
Eldorado National Forest  
100 Forni Road  
Placerville, CA 95667  
Phone: 530.642.5195  
FAX: 530.642.5197  
Email: [ddecantillon@fs.fed.us](mailto:ddecantillon@fs.fed.us)

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Bryan Middleton, Captain Amador County 700 Court St Jackson CA 95642-2130 Telephone: <u>209-223-6787</u> Fax: <u>209-223-1609</u> <a href="mailto:bmiddleton@amadorgov.org">bmiddleton@amadorgov.org</a>	James Wegner Undersheriff, Amador County 700 Court Street Jackson, CA 95642-2130 Telephone: 209.223.6515 Fax: 209.223-1609 Email: <a href="mailto:jwegner@amadorgov.org">jwegner@amadorgov.org</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Francisco Aguilar, Patrol Captain 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5130 Fax: 530.642.5197 Email: <a href="mailto:faguilar@fs.fed.us">faguilar@fs.fed.us</a> <b>Camino ECC: 530.642.5170</b>	Donna-Lee DeCantillon Law Enforcement Program Assistant 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5195 Fax: 530.642.5197 Email: <a href="mailto:ddecantillon@fs.fed.us">ddecantillon@fs.fed.us</a>



Don Hoang, Patrol Commander 1323 Club Drive Vallejo, CA 94592 Telephone: 707.562.8647 Fax: 707.562.9031 Email: <a href="mailto:dhoang@fs.fed.us">dhoang@fs.fed.us</a>	Suwannee Milburn, G&A Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707.562.18782 Fax: 707.562.9144 Email: <a href="mailto:semilburn@fs.fed.us">semilburn@fs.fed.us</a>
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- C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (*see related Provision IV-W*) funds not spent will be deobligated.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.



- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that



the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
  2. Withholding advance payments otherwise due to the Cooperator.
  3. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the



terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- U. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- V. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through 30 September 2017.
- W. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.





MARTIN A. RYAN, Sheriff  
Amador County

5-3-2013

Date

Chair, Board of Supervisors, Amador County  
Richard M. Forster

Date

KATHRYN D. HARDY, Forest Supervisor  
US Forest Service, Eldorado National Forest

Date

SCOTT HARRIS, Special Agent in Charge  
US Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

SUWANNEE MILBURN  
US Forest Service Grants & Agreements Specialist

04/25/2013

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 13-LE-11051360-009

Mod 01

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
AMADOR COUNTY SHERIFF'S OFFICE  
And the  
USDA, FOREST SERVICE  
ELDORADO NATIONAL FOREST**

**FY 2013 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the El Dorado County Sheriff's Office, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #13-LE-11051360-008 executed on \_\_\_\_\_ . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending December 31, 2013.

Previous Year Carry-over: -0-  
Current Year Obligation: \$23,000  
**FY 2013 Total Annual Operating Plan: \$23,000**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Bryan Middleton, Captain Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.2236787 FAX: 209.223.1609 Email: <a href="mailto:bmiddleton@amadorgov.org">bmiddleton@amadorgov.org</a>	James Wegner Undersheriff, Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.223.6515 FAX: 209.223.1609 Email: <a href="mailto:jwegner@amadorgov.org">jwegner@amadorgov.org</a>



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Francisco Aguilar, Patrol Captain 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5130 FAX: 530.642.5197 Email: <a href="mailto:faguilar@fs.fed.us">faguilar@fs.fed.us</a> Camino ECC: 530.642.5170 *****	Name: Donna-Lee DeCantillon Law Enforcement Program Assistant 100 Forni Road Placerville, CA 95667 Telephone: 530.642.5195 FAX: 530.642.5197 Email: <a href="mailto:ddecantillon@fs.fed.us">ddecantillon@fs.fed.us</a> *****
Gary Barnett, Patrol Captain 9646 Donner Pass Road Truckee, CA 96161-2949 Telephone: 530.587.3558 X237 FAX: 530.587.4857 Email: <a href="mailto:gbarnett@fs.fed.us">gbarnett@fs.fed.us</a> Grass Valley ECC: 530.478.6111 *****	Suwannee Milburn Grants and Agreement Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707.562.8782 FAX: 707.562.9144 Email: <a href="mailto:semilburn@fs.fed.us">semilburn@fs.fed.us</a>
Don Hoang, Patrol Commander 1323 Club Drive Vallejo, CA 94592 Telephone: 707.562.8647 FAX: 707.562.9031 Email: <a href="mailto:dhoang@fs.fed.us">dhoang@fs.fed.us</a>	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Salary (Deputy):	\$64.85 per hour includes fringe benefits and equipment costs
Mileage:	To be compensated at the 2013 IRS rate of 56.5 cents per mile For business miles driven.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Patrol on following U.S. Forest Service roads:

1. All National Forest System roads including but not limited to Tiger Creek, Salt Springs, Panther, Ellis, Bear River – Mokelumne tie, and Bear River roads including 4X4 roads where possible. Patrols will be scheduled during known or



anticipated high use periods, such as holiday weekends, scheduled events and routine weekend use.

- a. Patrols are to be made in a marked Sheriff's vehicle. The assigned Deputies will possess a radio capable of operating on Forest Service Frequencies or other jointly available frequencies and will maintain communications with the forest Service LEOs and Camino ECC. Duties for that day or time period scheduled will be entirely Forest Service oriented, and as such, the assigned Deputy will not be available for routine calls for service.
  - b. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. For Eldorado National Forest patrol, the logs shall be faxed at the end of each shift to the Patrol Captain at 530.642.5197. These logs must accompany the request for reimbursement for both units.
2. Patrol in the following campgrounds, developed sites, or dispersed areas:
- Amador Ranger District:** Including, but not limited to Mokelumne Canyon Campgrounds and dispersed areas up to Salt Springs Reservoir, Cole Creek, South Shore, Winton, Sugar Pine, Bear River, Silver Lake South and Kirkwood campgrounds and the summer home tracts at Devils Gate and Bear River. Patrols will be scheduled during known or anticipated high use periods, such as holiday weekends, scheduled events and routine weekend use.
- a. Patrols are to be made in a marked Sheriff's vehicle as well as on foot. The assigned Deputies will possess a radio capable of operating on Forest Service frequencies or other jointly available frequencies and will maintain communications with the Forest Service LEOs and either Camino or Grass Valley ECC. Duties for that day or time period scheduled will be entirely Forest Service oriented, and as such, the assigned Deputy will not be available for routine calls for service, unless approved by a designated representative.
  - b. For each Patrol Shift, the assigned personnel will complete and turn in an Officer's Daily Log, or similar document. For Eldorado National Forest patrol, the logs shall be faxed at the end of the shift to the Patrol Captain at 530.642.5197. These logs shall accompany the request for reimbursement for both units.
3. Cooperator will notify Camino ECC at 530.642.5170 of all known injury/fatality incidents that occur on National Forest System lands as soon as possible.
4. The Cooperator will furnish a proposed Forest patrol schedule to the Forest



Service for review that concentrates on holiday weekends, special event and weekends. Patrols will normally occur between Memorial Day and Labor Day weekends, but may be conducted on a call-as-needed basis with Forest Service approval. The Forest patrol schedule will be implemented upon the concurrence of the Cooperator and the Forest Service. Forest patrols will be provided as Cooperator staffing allows.

Funding is allocated as follows:

Eldorado National Forest.....\$23,000.00

The Cooperator may NOT change this allocation without prior written approval of the Forest Service.

Total allocation for Patrol Activities shall not exceed:.....\$23,000.00

**III. EQUIPMENT AND SUPPLIES:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Eldorado National Forest Patrol Captain.

The Cooperator will account for and track these items, and will return them to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of the equipment.

**IV. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.



1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### **V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- a. Mail copies of itemized billing statements to:  
Francisco Aguilar, Patrol Captain  
Eldorado National Forest Law Enforcement and Investigations  
100 Forni Road  
Placerville, CA 95667
- b. Final billings for reimbursement must be received by the Forest Service before December 31, 2013.



- c. Annually update the SAM registration of the County Sheriff's DUNS# for the verification of the EFT (Electronic Funds Transfer) banking information (visit SAM.gov to log in).

**VI.** Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

\_\_\_\_\_  
 Attest:  
 Deputy Clerk of the Board of Supervisors  
 Amador County

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Chair, Richard M. Forster  
 Board of Supervisors  
 Amador County

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 MARTIN A. RYAN, Sheriff  
 Amador County

5-3-2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 KATHRYN D. HARDY, Forest Supervisor  
 U.S. Forest Service, Eldorado National Forest

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 SCOTT HARRIS, Special Agent in Charge  
 Us Forest Service, Pacific Southwest Region

\_\_\_\_\_  
 Date



The authority and format of this agreement have been reviewed and approved for signature.

04/25/2013

SUWANNEE MILBURN

Date

U.S. Forest Service Grants Management Specialist

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.





FS Agreement No. 13-LE-11051360-009

Modification No. 02

Cooperator Agreement No.

**EXHIBIT B**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The**

**AMADOR COUNTY SHERIFF'S OFFICE**

**And the**

**USDA, FOREST SERVICE, ELDORADO NATIONAL FOREST**

**FY 2013 CONTROLLED SUBSTANCES OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Amador County Sheriff's Office, hereinafter referred to as "ACS," and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #13-LE-11051360-009 executed on \_\_\_\_\_. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning October 01, 2012 and ending September 30, 2013

Previous Year(s) Carry-over: \$0

Current FY- 2013 Year Obligation: \$5,000

FY -2013 Total Annual Operating Plan: \$5,000.

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Bryan Middleton, Captain Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.2236787 FAX: 209.223.1609 Email: bmiddleton@amadorgov.org	James Wegner Undersheriff, Amador County Address: 700 Court Street City, State, Zip: Jackson, CA 95642-2130 Telephone: 209.223.6515 FAX: 209.223.1609 Email: jwegner@amadorgov.org



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
<p>Jerry Hepler, Special Agent Eldorado National Forest 100 Forni Road Placerville, CA 95667-5310 <b>Telephone:</b> (530) 642-5103 (office) (cell) <b>FAX:</b> (530) 295-5622 <b>E-mail:</b> <a href="mailto:whepler@fs.fed.us">whepler@fs.fed.us</a></p>	<p>Angela Cabada, Program Support Asst. 1323 Club Drive Vallejo, CA 94592-1110 <b>Telephone:</b> (707) 562-8720 (office) <b>FAX:</b> (707) 562-9031 <b>E-mail:</b> <a href="mailto:aocabada@fs.fed.us">aocabada@fs.fed.us</a></p>
<b>U.S. Forest Service Program Coordinator Contact</b>	
<p>Kent Delbon Assistant Special Agent in Charge Pacific Southwest Regional Office –LEI 1323 Club Drive Vallejo, CA 94592-1110 <b>Telephone:</b> (707) 562-8649 (office) <b>Cell:</b> (707) 373-6672 <b>FAX:</b> (707) 562-9031 <b>E-mail:</b> <a href="mailto:kdelbon@fs.fed.us">kdelbon@fs.fed.us</a></p>	

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV-I of the Cooperative Law Enforcement Agreement between **ACS** and the U.S. Forest Service, Agreement No. 13-LE-11051360-009 the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

**A. The U.S. Forest Service agrees:**

1. To reimburse **ACS** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
  - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
  - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.



2. To reimburse ACS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
  - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
  - b. Apprehension of persons suspected of producing or trafficking controlled substances.
  - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
  - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse ACS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

**Note:** ACS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse ACS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

**B. ACS agrees:**

1. Within its capability, to perform the following activities on National Forest System lands:
  - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
  - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
  - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.



- 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

**C. The U.S. Forest Service and ACS mutually agree to the following:**

- 1. The following rate schedule will apply to all expenditures that may be reimbursed to ACS under this agreement.

Salary (base)	\$64.85 per hour
Per diem costs	\$48.00/M&IE + \$95/Lodging
Travel (mileage and fares)	Actual documented costs
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs

- 2. The total expenditures of ACS that may be reimbursed may not exceed..... **\$5,000**  
The total expenditures for item A.4 may not exceed..... **10%** of the total allocation.
- 3. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.

**III. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-I and III-C for additional information.*

The ACS will furnish itemized monthly statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements to:  
Angela Cabada, Program Support Asst.  
Pacific Southwest Regional Office  
LEI, R-5  
1323 Club Drive  
Vallejo, CA 94592-1110
- Send photocopy to:  
Jerry Hepler, Special Agent  
Eldorado National Forest  
100 Forni Road  
Placerville, CA 95667-5310

- b. Send hard copy invoices to:  
U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101 B Sun Ave NE  
Albuquerque, NM 87109-4473



Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC\_GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before December 31, 2013 in order to receive payment.

d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) for the verification of the EFT (Electronic Funds Transfer) banking information.**

**Job Code: NFLE0513 1360 \$5,000**

In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.

  
\_\_\_\_\_  
MARTIN A. RYAN, Sheriff  
Amador County

5-3-2013  
Date

\_\_\_\_\_  
Chairman Richard M. Forster  
Board of Supervisors, Amador County

Date

\_\_\_\_\_  
SCOTT HARRIS, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this operating plan has been reviewed and approved for signature.

  
\_\_\_\_\_  
SUWANNEE MILBURN  
U.S. Forest Service, Pacific Southwest Region  
Grants Management Specialist

04/25/2013  
Date



**Burden Statement**

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# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
 Date: May 13, 2013

Agmt

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
5/28/13	

From: James Wegner Phone Ext. 515  
 (Department Head - please type)

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

Agenda Title: Amador Toulumne Community Action Agency Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Approval of an agreement between the Amador Toulumne Community Action Agency (ATCAA) and the County of Amador. ATCAA agrees to provide specific educational programs/services to inmates incarcerated in the Amador County Jail. These services are an approved Inmate Welfare Fund expenditure and by agreement will not exceed \$200.00 per week.

Recommendation/Requested Action:  
Approve agreement and authorize Chairman's signature

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

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 RWG Counsel GG  
 Auditor \_\_\_\_\_ GSA Director AGP  
 CAO \_\_\_\_\_ Risk Management JWA

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Risk (Electronic); Sheriff's Office; Auditor

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. 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 _____ 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

CONTRACT BETWEEN AMADOR COUNTY  
AND AMADOR-TOULUMNE COMMUNITY ACTION AGENCY FOR  
POSITIVE PARENTING AND ANGER REDUCTION SKILLS FOR  
INMATES OF THE AMADOR COUNTY DETENTION FACILITY

This CONTRACT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2013, in Jackson, California by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as the COUNTY, and Amador-Tuolumne Community Action Agency, hereinafter referred to as CONTRACTOR.

WHEREAS, COUNTY desires to facilitate Positive Parenting and Anger Reduction Skill education for the inmates of the Amador County Detention Facility pursuant to Title 15, Section 1070, of the California Code of Regulation; and,

WHEREAS, CONTRACTOR has employees who have the required knowledge and skills to operate such a program; and,

WHEREAS, CONTRACTOR is a nonprofit private and public organization established under the Economic Opportunity Act of 1964 and Community Action Agencies help people to help themselves in achieving self-sufficiency; and,

WHEREAS, COUNTY desires to engage CONTRACTOR to provide staff to continue the current program.

NOW, THEREFORE, the parties mutually agree hereto as follows:

1. **ADMINISTRATION:** COUNTY'S Sheriff or his designated representative, hereinafter called "County Representative", shall represent COUNTY in all matters pertaining to this CONTRACT and shall administer this CONTRACT on behalf of COUNTY.
2. **DESCRIPTION OF SERVICES:**
  - a. CONTRACTOR shall provide employees who have received sufficient education and training to enable them to competently perform the services listed on Exhibit "A" when directed to do so by the Sheriff, or his designee. CONTRACTOR shall designate the employee or employees who shall render services pursuant to this Contract; provided, however, that if COUNTY has an objection to any such employee, CONTRACTOR shall designate a different employee or employees to provide services under this Contract.
  - b. CONTRACTOR shall provide weekly Positive Parenting classes and Anger Management classes for inmates incarcerated in the Amador County Jail. CONTRACTOR shall not provide any greater than 8 hours per week for these classes unless pre-authorized by the Amador County Jail Facility Administrator.



CONTRACTOR shall develop, design and implement the curriculum for the classes being provided to the inmates at CONTRACTORS expense.

CONTRACTOR shall provide all handouts and materials necessary for the successful instruction of the provided classes. CONTRACTOR shall meet with the Jail Programs Manager at least monthly regarding the child visitation program to ensure effectiveness of the provided instruction. The Jail Programs Manager agrees to meet with the CONTRACTOR representative at least monthly regarding child visitation program to ensure effectiveness of the instruction. CONTRACTOR shall be available to the Jail Programs Manager on a consultation basis regarding individual participating inmates.

- c. **BACKGROUND:** CONTRACTOR employees shall submit to a live scan fingerprint criminal history background check through the California Department of Justice at the expense of the COUNTY for review by the COUNTY prior to CONTRACTOR employee/s being allowed any interaction with any inmate of the COUNTY detention facility (see exhibit B).
  
- d. **FACILITY SAFETY AND SECURITY:** CONTRACTOR will agree to the following conditions. CONTRACTOR employees will agree to be subject to search and seizure at any time while on the grounds of the Amador County Jail. No person who is under the influence of alcohol or drugs will be admitted into the facility. No passing of messages or gifts to inmates from any person, or from inmates to persons outside of the facility, or from inmates to other inmates; i.e. male to female, female to male, male to male, etc. Under Penal Code section 4570, unlawful communication is a criminal offense. Any communication either verbal or written that can be construed as an attempt to assist in an escape may be an arrestable offense and is prohibited. No food, drinks, cigarettes, cigars, pipes, matches, lighters, no pens (pencils only), no sharp objects, no weapons or items that could be used as weapons, or items that could be used in an escape; i.e., firearms, knives, chains, wire, rope, etc. Purses and brief cases will be taken at the door and secured in the Jail control room. Disrespect to any Amador County Sheriff's Office personnel or volunteers will not be tolerated and may result in dismissal from the volunteer program. All CONTRACTOR employees being allowed within the Amador County detention facility will agree to and sign a Volunteer Indemnification and "Hold Harmless" agreement prior to admittance to the detention facility (see exhibit C). The COUNTY shall have and maintain the authority to disallow and refuse without reason any CONTRACTOR employee admittance to the facility and its' inmates. All CONTRACTOR employees entering the Amador County Jail must be aware that they will or possibly will have contact with a person or inmate/s who have a communicable disease. All CONTRACTOR employees will be aware that the Amador County Jail has a no hostage policy.

- e. NON-DISCRIMINATION: During the performance of this CONTRACT, CONTRACTOR shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or inmate because of sex, race, color, ancestry, religion, national origin, disability, physical or mental status, age or marital status.
- f. The parties acknowledge that CONTRACTOR has adopted a drug-free workplace policy in conformance with State and Federal laws that cover CONTRACTOR's employees. A copy of the policy is attached hereto as Exhibit "D". The CONTRACTOR has received a copy of the COUNTY of Amador Alcohol-Free and Drug-Free Workplace policy number 2-300. The CONTRACTOR has read and signed the Attachment "B", the Policy Acknowledgment form for Contractors. (see attached original signed Acknowledgment form).
- g. PRISON RAPE ELIMINATION ACT (PREA): All CONTRACTOR employees who enter the Amador County Jail shall be trained on PREA standards. The training shall be administered by the CONTRACTOR and shall be approved by the COUNTY.

**3. TERMS OF AGREEMENT:**

- a. The term of the CONTRACT shall commence on May 1, 2013, and shall terminate on January 1, 2015, unless otherwise terminated.
- b. Either party may terminate this CONTRACT by providing the other party with written notice at least thirty (30) days prior to the date of termination. COUNTY may immediately terminate this CONTRACT for cause. The CONTRACT is dependent upon funding from the Inmate Health and Welfare fund pursuant to section 4025(e) of the California Penal Code, funds being expended for the welfare and education of the inmate population of the Amador County Jail.

**4. COMPENSATION:**

COUNTY shall reimburse CONTRACTOR for services rendered pursuant to this CONTRACT at a rate of Twenty-five Dollars and no Cents (\$25.00) per hour for the life of the contract. CONTRACTOR shall submit quarterly a detailed statement of hours worked (broken down by general category). COUNTY shall not pay for mileage in any way whatsoever.

**5. CONFIDENTIALITY:**

All parties to this CONTRACT shall maintain the confidentiality of all its records, including, but not limited to, billings, COUNTY records, inmate records, and all

other applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality of inmate records and information.

**6. INSURANCE:**

CONTRACTOR shall provide proof of policy of insurance satisfactory to the COUNTY Risk Manager evidencing that CONTRACTOR maintains the following:

- a. Worker's Compensation Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Worker's Compensation Insurance for all of its employees to be engaged in work and provide proof of said insurance to COUNTY.
- b. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Commercial General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage:

Personal injury, premises-operations, products and complete operations, blanket contractual, and independent contractor's liability.
- c. Automobile Liability Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Automobile Liability Insurance, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence and provide said proof of insurance to COUNTY.

Certificates of Insurance for Commercial General Liability and Automobile Liability shall be on file with the County of Amador, Office of Risk Management, 810 Court Street, Jackson, Ca. 95642 within ten (10) days after Board of Supervisor's approval of this contract. The Commercial General Liability and Automobile Liability policies must be endorsed to name the County of Amador, its officers, employees and volunteers as additional insured.

**7. INDEMNITY**

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability,

loss, damage, expense, and costs (including without limitation costs and fees of litigation and reasonable attorney's fees) of every nature arising out of or in any manner connected with the performance by CONTRACTOR and its employees of work under the Agreement, or CONTRACTOR's failure to comply with any of its obligations contained in this Agreement, except such loss or damage that is caused by the sole negligence or willful misconduct of COUNTY.

**8. MISCELLANEOUS**

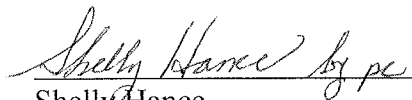
- a. Only the Board of Supervisors has the authority to agree to any extension of time, change order, change in the Duties and Responsibilities, change in the CONTRACT price, or other term or condition affecting either CONTRACTOR's or COUNTY's duties set forth herein. CONTRACTOR acknowledges that no COUNTY staff person or COUNTY officer has the power to amend the terms and conditions of the CONTRACT. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.
- b. It is understood that CONTRACTOR and its employees are not acting as employees of the COUNTY, but solely as an independent CONTRACTOR. This CONTRACT shall not be construed or considered to create an employer/employee relationship of any nature.

Executed at a regularly scheduled meeting of the Amador County Board of Supervisors, Jackson, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**AMADOR COUNTY:**

**CONTRACTOR:**

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

  
Shelly Hance  
Federal I.D. Number 94-2765408

APPROVED AS TO FORM  
Greg Gillott, COUNTY COUNSEL

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

**SHERIFF:**

  
MARTIN A. RYAN

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Clerk of the  
Board of Supervisors,  
County of Amador

---

**Positive Parenting / Life Skills Education Course**  
**Session 1**

**Session 1**

**MODELING APPROPRIATE BEHAVIOR**

**MODELING**

One of the ways a child learns is by observing and imitating how a parent, as well as others, behaves. Children copy or imitate many kinds of behaviors. A great deal of the modeling behavior done by parents is un-intentional. We sometimes don't recognize the behaviors our children are picking up from us. Our children watch and listen very carefully to what we say and do, and often demonstrate many of our attitudes and behaviors, both positive and negative.

**BEGIN WITH PREVENTION**

Before a child is born, it is important to examine your own behaviors; your home environment, your relationships, your daily routines, how you manage work and other activities, and how you follow through on responsibilities and commitments. If you already have children, these are still important areas to examine as a way to create a healthy home life.

**POSITIVE MODELING** means demonstrating a desired behavior. Because all of your actions are **MODELING** some aspect of behavior to your child, **POSITIVE MODELING** means you behave in the same manner you want to see your child **behave**.

**1. GUIDELINES for MODELING a behavior or task you want your child to learn:**

- a. Perform **ONLY ONE** behavior at a time; then positively **REINFORCE** the child when he imitates you.

For example: Clearing the table after dinner - Take one dish, one set of silverware and one glass to the sink. Instruct your child to follow your example and do the same, until the entire table is cleared.

Offer words of encouragement for the child's efforts. Allow them to complete the task to the best of their ability. Offer assistance, but, let them decide if they want it. This way your child will feel capable, know you are pleased with their behavior, and look forward to future learning.

- b. If you are working with a very young child, teach only one step at a time and repeat often. Use encouraging words and affection to let the child know how proud you are.

**2. DO NOT REINFORCE INAPPROPRIATE EFFORTS** even if they are cute or funny.

For example: Mom asked Tom to pick up his toys. Instead of obeying Mom's request, Tom began to act like a big gorilla, loping around the room, scratching his armpits and beating his chest. Mom was amused by Tom's behavior and started laughing at him, then she started picking up the toys herself. For weeks following this behavior every time Tom was asked to do something, he would go into his gorilla routine. What was funny at first, may soon become an irritating and annoying habit.

**Positive Parenting / Life Skills Education Course**  
**Session 1**

**DEMONSTRATE COPING SKILLS**

Children imitate their parents. They will learn to react to most situations the same way you do. If you yell at a child, they will yell. If you spank a child, they will hit. If you ridicule a child, they will use name-calling. If you bribe a child, they will learn to ask, "What's in this for me?"

But, if you:

- Use words to express upset feelings, your child will express their feelings without aggression.
- If you leave a frustrating situation to cool off, your child learns to take time to think before reacting.
- If you share things, your child will learn to be thoughtful of others.
- If you are polite and respectful, your child will learn to cooperate.

There is **NO LIMIT** to the type or kinds of behaviors that can be **MODELED**. For this reason, parents need to **MODEL** the kinds of behaviors they want their child to learn.

A parent may feel that their influence decreases as their child grows into the teen years. But, teenagers still look to a parent first for guidance and support, even though others may also influence them during those difficult years.

**The PARENT'S JOB** then, is to **MODEL** to the best of their ability the kinds of behaviors they wish their children to acquire and provide other **ROLE MODELS** that represent **the BEST THE WORLD HAS TO OFFER** their children.

**Positive Parenting / Life Skills Education Course  
Session 1**

**HOMEWORK ASSIGNMENT: Modeling Behavior**

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

For this week, practice recognizing the goal of your child's behavior. Pick just one child and observe or remember a behavior you would like changed. What was the *child's behavior*? What was your *feeling* about the child's behavior? What was your *child's reaction* / response to how *you handled* the situation? Then, prepare to share with the class, what you thought the goal / purpose of your child's behavior was. The experiences you describe in this homework may be positive or negative. Together we will continue positive parenting skills.

\*\*\*Use the Observation Recording Sheet below:

**BEHAVIORS/OBSERVATION:**

**WHAT YOU DID:**



*Amador-Tuolumne Community Action Agency*  
*FAMILY RESOURCES SERVICES*  
**POSITIVE PARENTING / LIFE SKILLS EDUCATION COURSE**  
**Session 2**

**THINK YOU KNOW SOMETHING ABOUT CHILD ABUSE?**  
**QUESTIONS & ANSWERS**

**Q. What is child abuse?**

**A.** The *PREVENT CHILD ABUSE AMERICA* organization defines child abuse this way:

“Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or an act or failure to act which presents an imminent risk of serious harm.”

- ✓ Neglect is failure to provide a child with the basic necessities of life including: food, clothing, shelter, medical / dental care, supervision or inadequate supervision, and education.
- ✓ Physical Abuse is any non-accidental act that results in physical injury. This includes; severe corporal punishment, shaking, throwing, burns, cutting, poking, twisting limbs, strangulation, human bites, or otherwise torturing a child.
- ✓ Emotional / Verbal abuse is a pattern of behavior that attacks a child’s emotional development and sense of self-worth. Examples include constant criticizing, belittling, insulting, rejecting, blaming, threats, screaming, sarcasm, unpredictable responses from a caregiver, continual negative moods, constant family discord, double-message communication, and lack of loving attention, support, or guidance.
- ✓ Sexual molestation/abuse is the exploitation of a child for the sexual gratification of an adult. It may be a single incident or many acts over a long period of time. It may be a forced act or occur by use of trust, relationship, coercion, threats or tricks. The offender may be someone the child is related to, has a close relationship with, or does not know at all. It includes; rape, incest (sexual activity between close relatives) or intrafamilial abuse (sexual activity with persons in a family setting such as step relatives, boy/girlfriends), exposure to any form of pornography, and internet exploitation.

**Q. How is child abuse reported?**

**A.** Any person may report the suspicion of, or a witnessed abuse of a child. The report may be given anonymously. In Amador County call **223-6550**. However, certain persons are required by law to report any suspected or know abuse of a child. They are called Mandated Reporters. Mandated Reporters receive education and training regarding child abuse. Mandated Reporters are people who have contact with children because of their profession, or laypersons that have contact, or a special working relationship with children.

## HOW TO PREVENT CHILD ABUSE

### SHAKING AND TOSSING: IT'S NEVER OK TO SHAKE YOUNG CHILDREN

The neck is very weak in small children and infants.  
The head, by contrast, is very heavy.

#### HELPFUL HINTS:

1. Always support the neck of infants, babies and small children.
2. When playing with your child, **never** throw or toss the child.
3. If you are upset, **calm down** before touching, holding or talking with your child.
4. Screen all babysitters carefully. Know their temperament, history, and experience with young children.

### STRESS AND CHILD ABUSE

When children misbehave, parents often think they aren't doing a "good" job. If you feel responsible for all of your child's misbehavior you will feel stress. That stress is hard on you and may cause you to be unreasonably hard on your child. All children **will** misbehave as they grow and mature, so parents will be more effective when they learn to cope with their own stress, and replace it with healthy parenting skills. Children need parents who are willing to make changes that provide the best family life possible for them. But that doesn't mean we will succeed 100 percent of the time. Like children, adults make mistakes too. Instead of criticizing yourself, talk to yourself using positive messages. For example, if a parent thinks; "If I were a good mother or father, my child wouldn't be having so many tantrums." Instead, ask yourself, "How can I help my child avoid a tantrum?"

Even small changes like this can reduce your parenting stress level, and increase your belief that you will be able to solve problem behaviors. And remember to talk about what you are doing well! Give yourself and your child credit for the good times you have together.

**\*\* Effective parenting requires support, education and a willingness to experiment with a variety of methods that are chosen for the individual needs of your child.**

## CHILD ABUSE PREVENTION

### 10 ALTERNATIVES TO LASHING OUT AT YOUR KIDS

1. Take a deep breath. And another. Remember you are the adult.
2. Close your eyes and imagine you are hearing what your child is about to hear.
3. Press your lips together and count to 10. Or better yet, count to 20.
4. Put your child in a safe place so you can take a time out. Think about why you are angry. Is it your child, or, is your child simply the target for your anger because something else is affecting you?

10. Splash cold water on your face.

10. Phone a friend.

7. If someone can watch the children, go outside and take a walk.
8. Hug a pillow.
9. Turn on some music. Maybe even sing along.
10. Pick up a pencil and write down as many helpful words as you can think of. Save the list.

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*FAMILY RESOURCES SERVICES*  
**POSITIVE PARENTING / LIFE SKILLS EDUCATION COURSE**  
**Session 2**

**Homework Assignment: CHILD ABUSE**

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Please answer TRUE or FALSE.**

1. \_\_\_\_\_ Neglect means a child's basic need of adequate food, clothing, shelter, hygiene, supervision, medical and dental care is not taken care of.
  
2. \_\_\_\_\_ Non-accidental physical injuries that leave marks on a child are physical abuse.
  
3. \_\_\_\_\_ Emotional abuse is repeated negative comments and judgments, unreasonable and impossible demands, unpredictable responses from a caretaker.
  
4. \_\_\_\_\_ Any sexual contact or interaction with children, especially if forced or tricked is sexual abuse.

**Please list six ALTERNATIVES TO LASHING OUT AT YOUR KIDS. List them in order of importance to YOU!**

- 1.
  
- 2.
  
- 3.
  
- 4.
  
- 5.
  
- 6.

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Session 3

UNDERSTANDING MISBEHAVIOR AND DISCIPLINE

**CHILDREN MISBEHAVE FOR MANY REASONS, HERE ARE 3**

**1. THEY DON'T KNOW THE RULES**

Remember, children are experiencing many things for the first time. Often, they truly don't know that what they're doing is not acceptable.

**2. THEY KNOW THE RULES BUT BREAK THEM ANYWAY**

It is normal for children to challenge limits. Children may break rules because they're angry, need attention, are not yet able to control their emotions, or may just be experimenting with what will happen.

**3. THEY DON'T FEEL WELL**

Children, like everyone else, sometimes feel sick, hungry, tired or upset. But children lack the skills to express their needs and wants. They may "act up" instead.

**HOW TO TEACH YOUR CHILDREN DISCIPLINE**

Children need to be taught discipline. Parents are responsible for teaching a child how to behave appropriately. Teaching discipline takes time and practice, but, it gets easier as children learn to control their own behavior. And best of all, teaching discipline does not have to hurt either the parents or the kids. Below is more information about discipline.

**PARENTS ASK...**

**WHAT IS DISCIPLINE?**

Discipline is teaching and training. Discipline is helping children develop self-control. Discipline is setting limits and correcting misbehavior. Discipline also is encouraging children, guiding them, helping them develop a positive belief in themselves, and teaching them how to think for themselves so they can solve their own problems.

**IS SPANKING A USEFUL APPROACH TO DISCIPLINE?**

No. Discipline helps children learn how to control their own behavior. Spanking negatively controls a child's behavior. Spanking does not teach children how to change what they are doing, which is what effective discipline does.

**ISN'T IT JUST EASIER TO SPANK MY CHILDREN SOMETIMES?**

It may seem easy at the time. But children who are hit to solve problems by being aggressive or hitting others. Many parents notice that after a spanking the child may settle down for a while, but pretty soon they start misbehaving again.

**WON'T SPANKING TEACH CHILDREN WHO'S BOSS?**

Kids do need to know that the adult is in charge. But spanking can teach children to be afraid of the adult in charge. Positive discipline teaches children to respect the adult in charge. And, respect goes both ways - treat children with respect and help them learn and practice self-control, and they will learn to trust and respect you, and listen to you.

**WON'T SPANKING MAKE MY CHILDREN AFRAID TO MISBEHAVE?**

It can. Spanking can make children afraid to misbehave, but probably only when you are watching. Spanking can also make them afraid of you, which will interfere with the child's ability to trust you. Children need to learn to control their own behavior through positive discipline. Then even when you are not around to see what they are doing, they are making good choices.

**DON'T CHILDREN NEED A GOOD SPANKING SOMETIMES?**

No child needs a spanking. Spanking can be dangerous. Adults cannot control the affect spanking has on a child, and may hurt a child badly by spanking them. Children do not need to be hit in order to learn how to behave.

**IF I DO NOT SPANK, THEN WHAT CAN I DO?**

You can do lots of things that will help your children learn self-control - you can help them feel good about themselves, you can show them how a person with self-control acts, you can guide them, you can set limits, you can correct misbehavior by talking to them and using appropriate consequences, and you can teach them how to solve problems and think for themselves.

**POSITIVE DISCIPLINE ENCOURAGES CHILDREN, GUIDES THEM, AND HELPS THEM FEEL GOOD ABOUT THEMSELVES AND THEIR BEHAVIOR.**

**WHAT CAN I DO TO HELP MY CHILDREN FEEL GOOD ABOUT THEMSELVES?**

Let them know what they are doing right, as well as about the mistakes they make. Hearing good things makes us feel good and makes us want to do more good things. Say two or more nice, but true, things to children for every time you correct them. Remember, when they are changing their behavior, tell them how well they are doing, even if they improve just a little. "Great, you played on the playground all morning without fighting."

**ENCOURAGE GOOD BEHAVIOR**

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Session 3

**KEEP THESE TIPS IN MIND when dealing with your child's behavior:**

**SET CLEAR RULES**

Make sure you explain to your child what the rules are so she knows which behaviors are OK and which ones are not. Set up a routine for bedtime, meals, homework, and other times when conflict is common.

**BE CONSISTENT**

Once you've set fair and reasonable rules, stick to them. Respond every time your child misbehaves.

**BE FIRM BUT FAIR**

Try not to overreact when your child breaks a rule. Focus on correcting the behavior.

**BE ENCOURAGING**

Take notice when your child behaves well! Tell them when they have made a good choice. Encourage the behaviors you want to see your child repeat.

**BE UNDERSTANDING**

Learn to understand your child's emotional needs by talking with them about their feelings and how to act on feelings appropriately.

**TO DEVELOP CONFIDENCE AND A POSITIVE OUTLOOK, EVERY CHILD NEEDS:**

**ACCEPTANCE**

Acceptance allows your child to feel loved for the person he is. Let your child know he is a valued part of the family. Tell your child "I love you" often. Never compare one child to another.

**ATTENTION**

Positive attention shows you care about what your child thinks, feels and does. Find out what things are important to your child and take an interest in them.

**SECURITY**

A child needs to feel protected. He must be able to count on your love - in good times and bad. When you spend time with your child, you help him feel more secure.

**Homework Assignment: POSITIVE DISCIPLINE**

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POSITIVE PARENTING / LIFE SKILLS EDUCATION COURSE  
Session 3

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

During your next visit, practice the positive discipline suggestions from this lesson. If you are not having a visit, choose a situation you remember from the past. Write the results below.

**1. Situation:**

**What positive discipline suggestion did you use?      What were the results?**

**2. Situation:**

**What positive discipline suggestion did you use?      What were the results?**

**FATHERHOOD  
YOUR MOST IMPORTANT JOB!**



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Session 3

**EVERY CHILD NEEDS POSITIVE MALE ADULTS AS ROLE MODELS.**

A father is one of the most important people in a child's life. Being a father involves special:

- **RESPONSIBILITIES**  
A father sets the example for how his child learns to grow up healthy in body and mind.
  
- **REWARDS**  
A strong bond between a father and his child makes both lives richer.

**FATHERS HAVE A GREAT DEAL TO OFFER THEIR CHILDREN!**

**WHY LEARN ABOUT BEING A FATHER?**

Because what you do - or don't do - as a father will have a lasting effect on your child's life. Your love and care will offer your child the opportunity to experience:

- **HIGH SELF-ESTEEM**  
Feeling loved helps build a child's confidence and sense of self-worth. The child has a better chance of reaching his or her full potential.
  
- **HEALTHY RELATIONSHIPS**  
A child who feels close to his or her father will be better able to form close relationships with others, which also helps them make healthy relationship choices as an adult.
  
- **GOOD HEALTH**  
The physical care a father provides is essential to a child's well being. A child depends on their father to protect them physically as well as teach them how to stay in good health.

## COMMUNICATING LOVE AND ACCEPTANCE

Consider these ways parents can convey to their children that they are loved and accepted:

1. **TELL THEM**-- Our tendency is to tell our children more about how *not* to act and what *not* to do rather than **tell them we accept and appreciate them.**
  
2. **GESTURES AND TOUCH** -- Acceptance is *demonstrated* by gestures, facial expressions and touch. A hug, pat on the head, stroking of the hair, are all ways of showing children they are loved and cared for by you.
  
3. **ALLOW THEM SPACE**-- Allow children to engage in some activities without joining in the activity with them. Watch if you wish, but let them “do it their way”. If we often step in and take over, we are communicating to our children “Without my help you won’t do as well.”
  
4. **LISTEN TO THEM**—During a conversation on the telephone, we acknowledge what the other person is saying by using small words or responses. For example; “*Uh huh*”, “*Yes, Oh*”. We speak very few words, yet the person on the other end knows we are listening to what they are saying. This same manner of speech can be used to help children know we are listening carefully.
  
5. **GET INVOLVED**-- Find out what their interests are. Volunteer to help with their interests such as sports, band, school etc. Be there physically for them, whether it is pre-school, graduation, talent show, sports, etc. Show support by asking the child how they would like you to be involved.
  
6. **PROVIDE ENCOURAGEMENT**-- We discussed in an earlier session the importance of encouraging children. Encouragement helps children develop positive beliefs about themselves. Even adults feel closer to others who help create positive feelings.

### EFFECTIVE COMMUNICATION BEGINS WITH YOUR EARS, NOT YOUR MOUTH.

Listening is an act of caring. By truly listening, you show that you care and accept the other person. When someone confides in you, they don’t necessarily want your opinion, but merely want to be heard and accepted for how they feel right then.

#### Listening guidelines:

- **Observe the whole person while listening; eye contact, facial expressions, tone of voice, posture and body movements.**
- **Check your own body posture, expression and voice when responding.**
- **Listen carefully to what is being said and think of a word to identify their feeling.**
- **Tell the person, as exactly as you can, what you heard him say and how you think they feel.**
- **It’s OK to guess the person’s feeling if you are not sure. The person speaking will correct you if need be.**
- **DO NOT respond by giving opinions or advice, using logic, questioning, analyzing or evaluating.**

## ACTIVE LISTENING IS AN ACT OF LOVE

**Listening is an act of love.** By truly listening you show that you care and accept the other person. When someone confides in you, she does not necessarily want advice or counseling, she merely wants to be heard and accepted for who she is and how she is feeling.

1. **Listen** carefully to what is being said, and **identify the feeling** in the person's message.
2. Tell the person, as exactly as you can, what you heard him say and the feelings you observe.
3. **Do not** respond to her message by sending a message of your own, such as *evaluating, giving opinions or advice, using logic, analyzing, questioning, etc.*
4. You can practice **ACTIVE LISTENING** by beginning your sentence in one of the following ways:

“You feel that \_\_\_\_\_”

“What I hear you saying is \_\_\_\_\_”

“What I think you said is \_\_\_\_\_”

“You're (name the feeling) \_\_\_\_\_”

5. Remember, **Active Listening** involves paying attention to body language. Facial expression and gestures, for example, often speak louder than words.
6. As a safe **GENERAL RULE: SIMPLY RESTATE** what the other person has said or what you think they are feeling.

## AVOIDING PROBLEMS

### MAKING YOUR EXPECTATIONS CLEAR

Children often see the world dramatically different from adults. So as not to confuse children about what we expect, we need to communicate clearly to them. These skills will help be helpful.

1. **SPEAK AT THE CHILD'S LEVEL**

When you are focused on creating cooperation with a child, it is important to speak at his or her level. This means communicating at the child's level *physically; developmentally; and / or emotionally*. Use words the child can understand.

2. **QUESTIONS VS. COMMANDS**

Giving a *command* means that you expect the child to do something.  
EXAMPLE: "Put your bowl in the sink please."

Questions are asked in two ways. Ask a "yes" or "no" question only if you are willing to accept either answer.

EXAMPLE: "Do you want to put your bowl in the sink?"

If you want *information* ask questions that begin with; WHO, WHAT, WHERE, WHEN and HOW.

EXAMPLE: "Where did you put your bowl?"

3. **LIMITED CHOICE VS. FREE CHOICE**

When you give a child a *free choice*, he is making the decision.  
EXAMPLE: "What do you want to do after school today?"

When you give your child a *limited choice*, you are choosing what is acceptable or manageable to you.

EXAMPLE: "After school we can go to the park or you may invite a friend over".

4. **CONTINGENT REINFORCEMENT**

State clearly what you expect the child to do and what the results of their response will be.

"When.....then" tells the child what you want them to do and the consequence.

EXAMPLE: "When you put your blocks away, then we will read a story."

"If.....then" may be understood by the child as a *choice*. Choose your words carefully.

EXAMPLE: "If you put your blocks away, then we will read story."

5. **MAKE YOUR REQUESTS CLEAR AND IN ONE SENTENCE.**

**AVOIDING PROBLEMS**  
*Continued*

**HOW TO PUT THESE SKILLS INTO PRACTICE:**

1. **FOLLOW THROUGH WITH YOUR DECISIONS.  
BE CONSISTENT.**
2. **AVOID REPEATING YOURSELF**  
After the first request, **get up** and help your child do what was requested. By assisting the child to comply, the parent can model the behavior, teach the behavior, and prevent the child from being distracted.  
After your child has practiced and become familiar with the expected behavior, positive and negative consequences can be used to help them continue to comply.
3. **THINK BEFORE YOU SPEAK**  
Take just 30 seconds to choose your words carefully.  
Words are impossible to take back.
4. **MODELING; SET THE STAGE FOR GOOD BEHAVIOR**  
Children learn from observations as well as experience. Practice the same behaviors you expect from your child. Discuss behavior choices you both make, and discuss ideas for improving or changing behaviors.

## STRESS AND YOUR CHILD

### ***CHILDREN ALSO FACE STRESS!***

Stories, paintings, movies and TV often show childhood as happy and carefree. But childhood is actually full of new experiences that can create or trigger stress for them. Even fun experiences - from birthday parties to vacation trips - can be stressful.

### ***SHOULD I BE CONCERNED ABOUT STRESS IN MY CHILD?***

#### **STRESS CAN BE POSITIVE...**

...like a burst of energy that helps us do our best and enjoy life more.

#### **AS WELL AS NEGATIVE...**

Too much stress can make children (and adults) cranky, unhappy and even ill. Knowing about stress and its effects can help you.

**RECOGNIZE** sources of stress in your child's life, and deal effectively with the people and places that may increase their stress.

**UNDERSTAND** your child better, by seeing the world more from a child's point of view.

**LEARN THE SIGNS** of harmful stress in children.

#### **PHYSICAL:**

- \* Headache, stomachache
- \* Trembling, nervous tics
- \* Teeth grinding (or complaints of sore jaw)
- \* Rise in accident-proneness
- \* Frequent urination, bed wetting
- \* Cracking knuckles
- \* Pulling on ear
  - \* Biting nails
- \* Picking at self
- \* Pulling/biting hair

#### **BEHAVIORAL:**

- \* Crankiness, laziness
- \* Anxiety, nervousness
- \* Poor eating habits
- \* Excessive TV watching
- \* Sleeping problems, nightmares
- \* Low frustration level

All children show some of these signs from time to time. When two or more of these signs are present and medical or physical causes are ruled out, and the signs remain, the child may be suffering from stress.

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Positive Parenting / Life Skills Education Course  
Session 5

**COMMUNICATION IS THE KEY!**

1. **TEACH YOUR CHILD** that the following are signs of stress:

- \* a pounding heart
- \* fast breathing
- \* tense muscles
- \* “butterflies” in the stomach.

2. **HELP YOUR CHILD** identify the cause of the stress. An upcoming quiz? A fight with a friend? A special occasion?

3. **ENCOURAGE YOUR CHILD** to create a plan to deal with the cause of the stress. Talk about the plan afterward. Discuss all ways the problem might be handled, and what they will do to prevent the problem from happening again. Praise their efforts to solve the problem.

**Sometimes, the cause of stress is beyond a child’s control. But As a parent, discuss this with them and how important it is for them to go to adults for help.**

**STRESS AND YOU**

**When You Feel Like Screaming Yelling!**

Raising a child can sometimes push a parent to their limits. Your child may find many ways to challenge you. It’s hard to be the one who is always responsible. Your body may get tense and you may feel like yelling or lashing out. When you think you just can’t stand it one more second, **STOP**. Take a “time out.” Here are a few time out ideas to try:

- \*Close your eyes and take a couple long, deep breaths in and out of your nose.
- \*Make sure your child is in a safe place, then close yourself in a room for just a few minutes until you calm down.
- \*Tell those around you that you’ve reached your limit and you need to end the argument right now.
- \*Ask a friend or relative to watch your child for a short time.
- \*Look in the front of your telephone book and see if there is a parent hotline. Call the number before the problem becomes more serious. Keep it posted near your telephone with other emergency numbers.

**Amador County crisis line: 223-2600**

When you take time out to handle your stress, you’re doing yourself **AND** your child a big favor! Besides saving your child from painful words and actions, you’ll be showing your child the appropriate way to handle stress.

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Session 5

**Homework Assignment: UNDERSTANDING STRESS**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

*List five PHYSICAL signs that your child would display if he or she were under stress:*

1.

2.

3.

4.

5.

*List three BEHAVIORAL TRAITS that may show your child is under stress:*

1.

2.

3.

*List three ways you can reduce stress:*

1.

2.

3.



### **SEPARATION**

For a child, perhaps the most unpleasant emotions of early life are the feelings of loss associated with a parent's absence. Some children are victims of a sudden, unexpected loss, or, perhaps a separation that may be only temporary. Or, there may not have been the opportunity to say good-bye. Parents can make the most of opportunities to communicate ways of coping with those sad and confusing feelings - with or without words. When permitted and appropriate, the absent parent can call, write letters, draw pictures or make a recording for their child.

Your child may cry, be frightened, or angry with you and hold you personally responsible for the separation. They will need affection (hugs, smiles, touches, kind words) and patience. Let the child show you when they need this.

Even if words fail you, through simple actions, you can demonstrate that your child's feelings are worthy of respect. Try to respond to your child and validate their feelings, such as, "I am sure you are very scared." "I understand how angry you feel." "I will be here for you when you are ready to come and visit or call." Through calm patience, you can restore your child to a more comfortable state of being.

### **UNFAIR EXPECTATIONS**

Unfair expectations happen when people think something will be better than it can be. Sometimes these are called "fixed ideas." They can cause a lot of unhappiness. When you expect someone to behave a certain way, and they don't, you may be confused and disappointed. When you expect your family to become the image you have created, then realize they aren't, you may be disappointed.

### **EXPECTING INSTANT LOVE AND RESPECT**

After a separation parents often want children to love and respect them again right away. They also may want their family life to quickly go back to what it was before they left. But, it is not natural to force feelings, especially feelings of love. There will be changes in a family when a parent has been away. They are not necessarily bad, they are not necessarily good. They are just different. We often assume that "different" means "bad". But that is not true. Changes are often for the better, especially if the family finds ways to work through all the emotions they are feeling.

**UNDERSTANDING THE EMOTIONS OF REUNIONS**

Reunions are very emotional. The child may have a problem with listening and doing as their parents ask, which many parents will not understand or accept. The child may experience feelings of rejection and abandonment, which they unconsciously act out with their parents. It may be that the child is trying to be the “perfect” child, because they don’t want to risk losing a parent again.

A child may be cautious of the relationship because of the separation and loss experience, and have difficulties rebuilding trust in the parent. A child may think, “If they left me once, they can leave me again.”

Parents sometimes get defensive and deny what the child is trying to say to the parent about their feelings and experiences. It is understandably painful for a parent to accept that they have caused such hurt for their child, but making excuses or denying how the child feels can create a sense of frustration about getting the parent to understand them. Some children will give up on the conversation, some will learn to disregard or bury their feelings, some will try to change themselves into what they think the parent wants. In any case, the parent has lost an opportunity to get to know the person their child has become.

In healthy relationship many emotions are felt and expressed, including love, anger, joy, rage, hostility, and sadness. If these feelings can be confirmed and accepted if they can be tolerated by the parent, as the child struggles to relate to them again, it is possible to rebuild a satisfactory relationship.

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Session 6

**Homework Assignment: DEALING WITH SEPERATION**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

***SEPARATION***

1. Describe how your child is dealing with your absence:

Now, using the techniques from this lesson, describe how you communicated with your child about the situation:

2. Upon returning home or re-entering your child's daily life, describe a situation you think might come up and how will you handle it?

Situation:

Your response:



**REQUIREMENTS FOR VISITORS, VOLUNTEERS AND COUNSELORS**

These rules are for the security and safety of the staff, inmates, volunteers, and visitors of the Amador County Jail. A waiver must be signed (see attached).

All persons entering the Amador County Jail must be aware that you will or possibly will have contact with a person or inmates who have a communicable disease.

1. Clean Record: No outstanding warrants. If you have an outstanding warrant/s, you will be arrested and booked at the Amador County Detention Facility.
2. No Prior Convictions: i.e., drug offenses or crimes of violence. If you have had a conviction for one of these offenses you may not be approved.
3. No Felony Convictions within the past 12 months will be admitted.
4. No person who is under the influence of Alcohol or Drugs will be admitted.
5. No passing of messages or gifts to inmates from persons outside of the facility, or from inmates to persons outside of the facility, or from inmates to other inmates, i.e., male to female, male to male. This is a criminal offense under section 4570 of the Penal Code, unlawful communication.

**Items not allowed in the Facility**

1. No food or drink/s. \* One **sealed** bottle of water is allowed if the session lasts over one hour. The bottle must be presented to jail staff upon arrival to the jail and departure from the jail.
2. No cigarettes, cigars, pipes, matches, or lighters.
3. No sharp objects.
4. No weapons or items that could be used as weapons, or items that could be used in an escape; i.e., firearms, knives, chains, wire, rope, etc.

Purses and brief cases will be searched for weapons at the door prior to entering the facility.

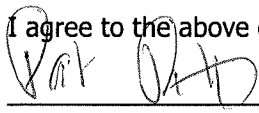
A pat search of your person and personal property may be performed before admittance.

If you are booked at the Amador County Jail you will not be cleared until 30 days after release.

Disrespect to any Amador County Sheriff's Office personnel will not be tolerated and may result in dismissal from the program you are participating in.

Any communication either verbal or written that can be construed as an attempt to assist in an escape may be an arrestable offense.

I agree to the above conditions and understand the above statements:

  
\_\_\_\_\_  
Signature

1-31-2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness



**VOLUNTEER INDEMNIFICATION AND "HOLD HARMLESS" AGREEMENT**

As an express condition to authorizing the undersigned to participate as a volunteer in the Amador County Jail, the undersigned agrees to indemnify and hold the Amador County Sheriff and the County of Amador, and the deputies and employees of both, free and harmless from and against any and all claims, suits, or actions arising out of or any way connected with the admittance to the detention facility to perform volunteer duties, including without limitation court defense costs and reasonable attorney's fees.

The undersigned further acknowledges that there is a certain element of unavoidable risk of danger from, among other things, assaults by inmates, response by Jail staff to disruptions and/or actual or threatened assaultive conduct by inmates against staff or visitors. The undersigned also acknowledges that there is a certain element of unavoidable risk of danger from communicable diseases, such as tuberculosis, among many others. With this in mind, the undersigned expressly acknowledges and assumes all risks of death, personal injury, or property damage that may arise as a result of him/her being granted permission for contact visits with inmates within the Jail.

The undersigned further acknowledges that on behalf of himself/herself, his/her heirs, successors, and assigns, that he/she is waiving any and all claims that may arise or be claimed to arise as a result of any contact visit within the Jail.

As a further condition to the granting of admittance into the Jail by the Amador County Sheriff, the undersigned acknowledges that he/she has read the above and understands the requirements and conditions for volunteers and counselors for the Amador County Jail.

Applicant's Signature: \_\_\_\_\_

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

1-31-2013

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

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

1-31-2013

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## **ATTACHMENT "B"**

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

The undersigned, authorized signatory for ATCAA (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No.: 94-2765408

Printed Name: Shelly Hance

Signed: *Shelly Hance*

Date: 1/31/13

Title: Executive Director

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I. **INTRODUCTION**

- A. **Purpose:** Amador County is committed to providing the following: a safe work environment for employees, the fostering of the well-being and health of its employees, a work environment which reduces to the extent possible risk to County employees and the general public (with concomitant risk of liability to the County), and the appearance to the public of an alcohol- and drug-free work force. Amador County is also required, when it receives State and/or federal grant funds, to enforce the State and/or federal Drug-Free Workplace Acts (California Government Code 8350 *et seq.*, and 41 U.S.C. Chapter 10, respectively). Those commitments and responsibilities are jeopardized when an employee (1) uses alcohol during working hours, (2) comes to work under the influence of alcohol or a controlled substance, or (3) engages in the use, possession, manufacture, dispensing, distribution, or sale of alcohol or a controlled substance in the workplace. Therefore, the Amador County Board of Supervisors has established the policy set forth herein. It is the goal of this policy to balance respect for individuals with the need to maintain a safe, productive, and drug-free workplace and to comply with State and federal Drug-Free Workplace legislation as well as legislation governing testing to detect and deter the use of alcohol and controlled substances. Amador County intends to offer a helping hand to those who need it, while sending a clear message that the use or possession, or impairment of job performance by the use of, controlled substances and/or alcohol in the workplace is incompatible with any employment for the County.
- B. **Scope:** This policy refers to alcohol and all substances, legal or illegal, that have the capacity to impair an individual's ability to effectively and safely perform the functions of his/her job. This policy applies to the following:
1. All employees of and volunteers for the County of Amador; and
  2. The following contractors providing services to the County of Amador:
    - a. Any contractor who provides services that require the contractor to perform the work called for by the contract at a County location (property either owned or leased by the County or on which County programs and services are provided), unless excepted under (c) below.

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- b. Any contractor who provides services at other locations unless the department head for the department obtaining the services requests a waiver in writing, and such waiver request is concurred in by the County Administrative Officer.
- c. Examples of services in which a waiver of the policy is appropriate are (i) consulting services that involve production of a report that is sent to the County, where the persons preparing the report do not regularly travel to or work at County locations; (ii) repair or maintenance services of a limited nature (such as repairing a window or plumbing fixture) that are obtained through use of a purchase order not to exceed \$4,500.00.
- d. Examples of services in which a waiver of the policy is not appropriate are (i) contractors that provide drug and alcohol counseling or treatment services (wherever located) to County-referred individuals; (ii) contractors that provide day care for children or in-home care for dependent individuals (wherever located).
- e. This policy generally will not apply to contracts for the purchase of goods only.
- f. In order to obtain a waiver, the department head must request the waiver in writing at the time the contract is forwarded to the Board of Supervisors for signature, and the County Administrative Officer must concur in the recommendation.

**C. Definitions:**

- 1. **Collection site:** As used in this policy, the term "collection site" means a place where individuals present themselves for the purpose of providing body fluid, breath or tissue samples to be analyzed for specified controlled substances and/or alcohol.



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2. **Controlled substance:** As used in this policy, the term "controlled substance" shall mean a controlled substance in schedules I through V of section 202 of the federal Controlled Substances Act (21 U.S.C. 812) and as further defined in sections 1308.11-1308.15 of Title 21 of the Code of Federal Regulations ("C.F.R."). For safety drivers, a "controlled substance" is a substance defined in 49 C.F.R. section 40.21(a).
3. **Conviction:** As used in this policy, the term "conviction" shall mean a finding of guilt (including a plea of *nolo contendere*) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
4. **Criminal drug statutes:** As used in this policy, the phrase "criminal drug statutes" shall mean a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
5. **Employee(s):** As used in this policy, the term "employee(s)" shall include all individuals employed by the County of Amador, all individuals employed by a special district and working at Amador County workplaces, and all individuals employed by the State of California but, by contract between the County of Amador and State of California, assigned by the State of California to work in offices of the County of Amador.
6. **Federal testing requirements:** As used in this policy, the phrase "federal testing requirements" means the requirements set forth in 49 C.F.R. part 40 and 49 C.F.R. part 382, subpart C.
7. **Illegal drugs:** As used in this policy, the term "illegal drugs" shall include the unlawful use of controlled substances and the unlawful use of prescription medication.
8. **Medical Review Officer:** As used in this policy, the term "Medical Review Officer" shall mean a licensed doctor of medicine or osteopathy with knowledge of

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drug and alcohol abuse disorders that is employed or used by the County to conduct drug and alcohol testing in accordance with this policy.

9. **Post-accident testing:** As used in this policy, the phrase "post-accident testing" means the testing of a safety driver after an accident in the following circumstances: (i) the accident involves the loss of human life, or (ii) the driver receives a citation for a moving traffic violation arising from the accident and the accident involves either bodily injury to any person necessitating medical treatment away from the scene of the accident, or disabling damage to one or more motor vehicles necessitating transportation from the scene by tow truck or other motor vehicle.
  
10. **Random selection process:** As used in this policy, the phrase "random selection process" means that the selection of safety drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method according to which each safety driver has an equal chance of being selected for testing each time selections are made.
  
11. **Reasonable cause:** As used in this policy, the term "reasonable cause" means that the County believes the on-the job behavior and/or actions of an employee are indicative of the use of a controlled substance or alcohol. Such behavior may include, but is not limited to, the following:
  - a. Direct observation of on-the-job alcohol or drug use, including indications of the chronic and withdrawal effects of controlled substances.
  - b. Visible signs on-the-job of possible intoxication or influence of drugs or alcohol.
  - c. A pattern of on-the-job abnormal conduct or erratic behavior consistent with the use of drugs and/or alcohol.
  - d. Possession of alcohol, suspected illicit or unauthorized drugs, or drug paraphernalia when any one or more of these items are found on the employee or in an area or vehicle controlled, occupied, or used by the employee.
  - e. Established history of drug/alcohol abuse on the job.

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- f. Arrest or conviction for a drug-related offense or driving under the influence.
- g. Newly discovered evidence that an employee has tampered with a previous drug or alcohol test.
- h. Information provided either by reliable and credible sources or independently corroborated of on-duty use of alcohol or on- or off-duty use of illegal drugs.

Reasonable cause for testing of safety drivers must be based upon specific, contemporaneous, observations concerning the appearance, behavior, speech or body odors of the driver (including, in the case of controlled substances, indications of the chronic and withdrawal effects of controlled substances). Such observations must be made by a supervisor trained in accordance with DOT regulations.

12. **Safety driver:** As used in this policy, the phrase "safety driver" shall include any County employee whose position requires that he or she operate a motor vehicle (i) that requires a commercial driver's license, (ii) that has a gross vehicle weight rating or gross combination weight rating of 26,001 or more pounds, (iii) of any size that is engaged in transporting hazardous materials in amounts requiring placarding, or (iv) that is designed to transport 15 or more passengers, including the driver.
13. **Supervisor:** As used in this policy, the term "supervisor" means any County officer or employee having management or supervisory responsibility over any other officer or employee. Supervisor includes forepersons, supervisors, assistant department heads, and department heads.
14. **Under the influence of alcohol:** As used in this policy, the phrase "under the influence of alcohol" for employees other than safety drivers shall mean a blood alcohol level of 0.08 or higher or exhibiting signs of intoxication. For safety drivers, "under the influence of alcohol" shall mean an alcohol concentration (measured in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test) of 0.04 or higher.

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15. **Under the influence of a controlled substance:** As used in this policy, the phrase "under the influence of a controlled substance" shall mean testing positively for any controlled substance using a breath or urine test.
16. **Volunteer:** As used in this policy, the term "volunteer" shall include all individuals who fall within the scope of County of Amador Policy No. 2-245, Use of Non-County Employees (Volunteers and Agency Placements).
17. **Working hours:** For employees, the phrase "working hours" shall mean those hours of the day that an employee is expected to be on duty to perform services for the County and shall include meal periods, rest breaks, and being in any County vehicle. For most full-time employees, working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays. For contractors, the phrase "working hours" shall mean those hours when a contractor is performing activities pursuant to a contract with the County of Amador. For volunteers, the phrase "working hours" shall mean those hours when a volunteer is performing volunteer activities for the County of Amador.
18. **Workplace:** As used in this policy, the term "workplace" shall include all offices, buildings and locations owned, rented leased or controlled by Amador County and occupied (during working hours) by employees of Amador County. The term "workplace" shall also include any work site where an employee is present performing services as part of his/her employment with the County of Amador (including field work). "Workplace" includes any County vehicle including County vehicles that are used by employees to commute from home to a County employee's place of work or to home from a County place of work.

**II. PROHIBITED CONDUCT; DISCIPLINE; EMPLOYEE ASSISTANCE**

- A. **Prohibited Conduct:** In order to maintain an alcohol- and drug-free workplace, the following behavior is prohibited, whether on the part of employees, contractors or volunteers:

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1. **Controlled substances:** Employees, contractors and volunteers are prohibited from the manufacture, distribution, dispensing, possession, sale, trade, or use of alcohol or a controlled substance in any and all workplaces of the County. "Alcohol" includes alcohol in closed or sealed cans, bottles, or other container.
2. **Reporting to work under the influence of alcohol or a controlled substance:** Employees, contractors and volunteers are prohibited from possessing or using alcohol during working hours and from reporting to a County workplace during working hours under the influence of alcohol or a controlled substance. In addition, safety drivers are prohibited from reporting for work within four hours after using alcohol.
3. **Unlawful use of prescription medication:** Employees, contractors and volunteers are prohibited from the unlawful use of prescription medication.
4. **Inability to perform duties:** The lawful use of prescription medication is permitted, unless such medication impairs the functioning of an employee, contractor or volunteer to the extent that he/she cannot safely and effectively perform his/her duties. If the function of an employee or volunteer appears impaired to such an extent that he/she cannot safely and effectively perform his/her duties, the County of Amador reserves the right, to be exercised at the discretion of the employee's or volunteer's Department Head or the Administrative Director, to require that the employee obtain medical clearance prior to performing further work duties.
5. **Reporting:** A supervisor who has reasonable cause to suspect that any employee is violating or has violated any provision of this Policy shall report that suspected violation immediately to his or her immediate superior and simultaneously to the County Administrative Director. A supervisor's failure to report immediately the suspected violation is prohibited conduct of the supervisor and may lead to disciplinary action against the supervisor. The purpose of this section is to allow the County to conduct testing and inspection immediately. Supervisors reporting safety drivers shall have received training in accordance with DOT regulations.

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- B. **Disciplinary Actions for Violation of this Policy:** Violation of this policy by an employee shall constitute just and sufficient cause for major discipline of an employee, up to and including termination. Discipline of an employee will be imposed in accordance with the provisions outlined in the current employee bargaining agreement. Volunteers in violation of this policy are subject to the termination under the terms as outlined in Amador County Policy #2-245-Use of Non-County Employees (Volunteers and Agency Placements).
- C. **One-Time Disciplinary Waiver:** An employee with a substance abuse problem (including the abuse of illegal drugs and/or alcohol) who is facing disciplinary action for behavior relating to such substance abuse may, subject to County approval/discretion, on a one-time basis, receive a waiver of such discipline under the following conditions:
1. The employee seeks qualified assistance through the EAP, or a qualified provider of the individual's choice, and the County and the employee allow Program staff to conduct an evaluation of the problem with a recommendation for a "Get Well Program". This is defined as a program designed to provide the employee with a means of receiving treatment while being allowed to keep his/her job.
  2. The employee shall meet all the conditions and requirements of the "Get Well Program" subject to verification by the County.
  3. The employee will be subject to unannounced follow-up testing for a period not to exceed five (5) years. A positive test during this period will constitute the equivalent of a voluntary resignation. Safety drivers are subject to additional requirements as set forth in Section III below.

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D. **Conviction Under A Drunk Driving Or Criminal Drug Statute**

1. **Employee's obligation:** An employee shall notify the Administrative Director of the County of Amador in writing of that employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction. In addition, any person required to operate a vehicle on County business (including County vehicles or any other vehicle) shall notify the Administrative Director in writing if his or her license has been suspended no later than five (5) days after such suspension. Failure to make such a notification shall constitute a violation of this policy.
2. **County's obligation:** Within thirty (30) days after receiving notice from an employee of a conviction under a criminal drug statute for a violation occurring in the workplace, the County shall take appropriate personnel action against the employee, up to and including termination (in accordance with the provisions outlined in the current employee bargaining agreement), or require that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

E. **Employee Assistance:** Everyone shares in the responsibility of maintaining a safe work environment, and drug and alcohol abuse are recognized as treatable conditions.

1. **County Responsibility:** It is the responsibility of supervisors to inform, advise, and refer employees to the Employee Assistance Program (EAP) whenever they see changes in performance or behavior that suggest an employee has a drug and/or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the employee should be encouraged to seek help, and the supervisor should provide information concerning available resources.
2. **Employee Assistance Program (EAP):** The EAP is available to assist employees who may have a drug and/or alcohol usage problem. Employees are urged to seek confidential assistance from the EAP; however, while Amador County will be supportive of those who voluntarily seek help, the County will be equally firm in

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identifying and disciplining those who abuse drugs and/or alcohol and fail to seek assistance or those who continue such abuse after assistance has been provided.

3. **Treatment/Rehabilitation:** If an employee acknowledges that he/she has a substance abuse problem (including abuse of illegal drugs and/or alcohol), and has not been subject to any form of disciplinary action for this reason, a one-time medical leave of absence may be granted upon prior approval of the County. This leave will be for the sole purpose of participation in a County-approved treatment/rehabilitation program, will be without pay, must have the recommendation of the Department Head, and will be for a maximum of ninety (90) days. An agreement will be executed by the employee and the County known as a "Back to Work Agreement" which will spell out the conditions and terms for said leave. Reasonable accommodation under the Americans with Disabilities Act is available for those suffering from alcoholism, but does not apply to alcohol-related misconduct or to illegal drug use. An employee suffering from alcoholism who believes that he/she is in need of reasonable accommodation should discuss his/her needs with his/her Department Head or with the Administrative Director.
  
4. **Post Rehabilitation:** The County reserves the right to conduct unannounced follow-up testing as a condition of employment for an employee returning from a voluntary rehabilitation program for a period of up to five (5) years following completion of the program and return to work. Failure to adhere to the terms and conditions of the "Back to Work Agreement" or a violation in any other manner of the conditions outlined in this policy will result in immediate termination. For safety drivers, the County shall refer the employee to a substance abuse professional and conduct follow-up testing in accordance with DOT regulations.
  
5. **Supervisory Training:** All supervisors shall receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes training on controlled substances use. The training will be used by supervisors to determine whether reasonable suspicion exists to require an employee to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.



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### **III. TESTING**

#### **A. Reasonable Suspicion Testing**

1. Upon reasonable cause, the County shall require any employee, contractor or volunteer to be tested for the use of controlled substances and/or alcohol. An employee, contractor or volunteer shall submit to testing, upon reasonable cause, for the use of controlled substances and/or alcohol when requested to do so by the County.
2. The conduct giving rise to the suspicion shall have been witnessed by a supervisor, who shall document the reasons for the reasonable suspicion testing within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier. In addition, if the conduct giving rise to the reasonable suspicion consists of visible signs of possible intoxication or influence of drugs or alcohol, or a pattern of abnormal conduct or erratic behavior consistent with the use of drugs or alcohol, then the witness must have received training in the identification of actions, appearance, or conduct that are indicative of the use of controlled substances and alcohol.
3. If the County directs an employee to undergo drug or alcohol testing based on a reasonable suspicion, the employee will be (a) immediately transported to a collection site for the collection of a breath or urine sample, and (b) placed on administrative leave from the time of the initial testing until the results are received and reviewed by the County. If the employee is being required to undergo a reasonable suspicion test, the employee shall be so informed and shall not be told that the test is any other type. In the event the results are positive, the employee will be in violation of this policy and subject to disciplinary action as set forth above. The County shall ensure that all reasonable suspicion tests are performed in conformance with federal testing requirements.

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**B. Additional Testing Requirements for Safety Drivers**

In addition to the Reasonable Suspicion Testing applicable to all employees, safety drivers shall also be subject to additional testing as set forth below.

1. **Pre-employment Testing:** Prior to the first time a safety driver begins to perform safety-sensitive functions in his or her employment, the safety driver must have passed a controlled substances test with a verified negative test result.
2. **Random Testing Requirements:** The County shall use a random selection process to select and request safety drivers to be tested for the use of controlled substances and/or alcohol. The number of tests conducted shall be unannounced, shall be spread throughout the calendar year, and shall equal or exceed the percentage of safety driver positions for which testing is required by law (10% for alcohol testing and 50% for controlled substances testing, unless modified by the Federal Highway Administrator). Any safety driver so selected shall submit to controlled substance or alcohol testing upon notification by the County. The sample shall consist of a breath test for alcohol testing or a urine specimen for controlled substance testing, and the test shall be performed in conformance with federal testing requirements.
3. **Post-Accident Testing:** As soon as practicable following an accident involving a County vehicle, the County shall require a safety driver to provide a urine sample and breath sample to be tested for the use of controlled substances and alcohol respectively if (i) the accident involves the loss of human life, or (ii) the driver receives a citation for a moving traffic violation and the accident involves either bodily injury to a person necessitating medical treatment away from the scene of the accident, or disabling damage to one or more motor vehicles necessitating transportation from the scene by a two truck or other motor vehicle. No alcohol test shall attempt to be administered after eight hours following the accident, and no controlled substances test shall attempt to be administered after thirty-two hours following the accident. A safety driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing; however, nothing in this section shall be construed to require the

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delay of necessary medical attention for injuries or to prohibit a safety driver from obtaining assistance or necessary emergency medical care.

4. **Return-to-duty Testing:** Any safety driver found to have engaged in conduct prohibited by this policy concerning alcohol shall undergo a return-to-duty alcohol test, which must show a result indicating an alcohol concentration of less than 0.02. Any safety driver found to have engaged in conduct prohibited by this policy concerning controlled substances shall undergo a return-to-duty controlled substances test, which must show a verified negative result for controlled substances use.
  
5. **Follow-up Testing:** Each safety driver who engages in conduct prohibited by this policy and Federal regulation shall be referred to and evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve problems associated with alcohol or controlled substances abuse. For any safety driver determined to need such assistance, the substance abuse professional shall ascertain if the employee has followed any prescribed rehabilitation program and shall design a system of unannounced follow-up testing following the employee's return to duty. At least six follow-up tests shall be conducted in the first twelve months following the return to duty. Follow-up testing may occur for periods up to five years, as determined by the substance abuse professional. All follow-up testing for safety drivers shall be conducted in accordance with Federal regulations.

**C. Refusal to Submit to Testing Procedures**

Any employee who refuses to be tested under the provisions of this policy shall be treated as if he or she had submitted a positive test, and the employee shall be subject to discipline in accordance with the employee's covered Memorandum of Understanding. In addition, any safety driver who refuses to be tested under the provisions of this policy shall not be permitted to operate a county vehicle or to perform any safety-sensitive job function.

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**D. Notification, Recording, and Confidentiality of Test Results**

**1. Notification of Test Results:**

- a. The Medical Review Officer shall report to the County whether a safety driver's test was positive or negative and, with regard to controlled substances, identify if possible the specific controlled substance for which the test was positive.
- b. The County shall notify the driver if the tests results of any random, reasonable suspicion, post-accident, return-to-duty or follow-up testing is verified positive, including identification of the substance or substances that were verified as positive.

**2. Recordkeeping:**

- a. The County shall ensure that all records related to the administration and results of the testing program for safety drivers shall be maintained for such period as shall be required by applicable regulations.
- b. All records shall be maintained in a secure location with controlled access.
- c. The County shall maintain the following information in separate files for each safety driver: the type of testing for which the driver submitted a breath or urine sample, the date and location of collection, the identity of the persons or entities performing the collection and the analysis of the specimen, the identity of the medical review officer, whether the test finding was positive or negative, and if positive, the substance identified in the test.
- d. The County shall produce upon demand by any Department of Transportation agency and permit the Federal Highway Administrator to examine all records related to the administration and results of the testing performed pursuant to this policy.

<b>COUNTY OF AMADOR</b>		<b>Number</b>
<b>POLICY &amp; PROCEDURES MANUAL</b>		2-300
<b>SECTION:</b>	HUMAN RESOURCES	ALCOHOL-FREE AND DRUG-FREE WORKPLACE; DRUG & ALCOHOL TESTING
<b>ISSUE DATE:</b>	August 6, 2002	
<b>PAGE NO:</b>	15 of 17	

3. **Confidentiality:** All controlled substance or alcohol test results shall be kept confidential and not subject to disclosure except as provided in this policy or otherwise required by State or federal law.

#### **IV. ALCOHOL AND DRUG-FREE AWARENESS**

The County shall distribute and explain this policy to all current employees, new employees, volunteers, and contractors. Each employee and contractor will be required to sign a receipt acknowledging that they have read and understood its contents and will abide by the policy as a condition of employment/contract. (see Attachments "A" and "B").

#### **RESPONSIBLE DEPARTMENTS**


ADMINISTRATIVE AGENCY - Personnel Division

#### **REFERENCES**

BOS Policy Resolution No. 95-311  
 BOS Policy Resolution No. 97-120  
 BOS Policy Resolution No. 98-002  
 BOS Policy Resolution No. 99-42  
 BOS Policy Resolution No. 00-443  
 BOS Policy Resolution No. 01-072  
 BOS Policy Resolution No. 01-366  
 BOS Policy Resolution No. 02-367  
 California Government Code Section 8350 *et seq.*  
 41 U.S.C. Chapter 10  
 49 C.F.R. Part 382  
 49 C.F.R. Part 40  
 Use of Non-County Employees (Volunteers and Agency Placements) - Policy No. 2-245  
 Employee Assistance Program (EAP) - Policy No. 2-600

(Exhibit D)

AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY  
PERSONNEL POLICY MEMORANDUM  
DRUG FREE WORKPLACE

ATCAA POLICY	DATE: 11/17/2000 Approved ATCAB 4/98	SECTION XII (H) Replaces 4/10/90 memo
SUBJECT: DRUG FREE WORKPLACE		
AGENCY DEPARTMENT: Personnel / Administrative Office		
DISTRIBUTION: A-TCAA Employees, Procedures Manuals		
FROM: Shelly Hance, Executive Director 		

**PURPOSE:**

It is the intent of ATCAA to maintain a workplace that is free of drugs and alcohol and to discourage workplace drug and alcohol abuse by its employees.

**POLICY:**

ATCAA has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with the health, safety, efficiency, and success of the Agency. Employees who are under the influence of a drug or alcohol on the job compromise the Agency's interests and endanger their own health and safety and the health and safety of others.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, ATCAA has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with ATCAA, each employee must abide by this Guideline.

**I. PROHIBITED CONDUCT**

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Agency premises or work locations.

Supervisors as well as any other employees should report immediately to their

AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY  
PERSONNEL POLICY MEMORANDUM  
DRUG FREE WORKPLACE

*immediate supervisor* any action by an employee who demonstrates an *unusual or affected* behavior. Employees believed to be under the influence of drugs, narcotics, or alcohol will be *challenged and* required to leave the premises. Arrangements will be made to provide safe transportation.

II. DISCIPLINARY ACTION

A. Discharge for Violation of Guideline

Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Violations include, but are not limited to, possessing illegal or no prescribed drugs and narcotics or alcoholic beverage at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on Agency premises and work locations.

B. Discretion Not to Discharge

The Agency may choose not to discharge an employee for a violation of this Guideline if the employee enrolls and satisfactorily completes participation in an approved drug or alcohol abuse assistance or rehabilitation program.

C. Effect of Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Agency-related activity or event will be deemed to have violated this Guideline.

III. DRUG-FREE AWARENESS PROGRAM

A. Employee Awareness

The Agency has established a Drug-Free Awareness Program that is designed to inform employees about the dangers of drug abuse in the workplace and to help assure that employees are familiar with this

AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY  
PERSONNEL POLICY MEMORANDUM  
DRUG FREE WORKPLACE

Guideline and with the disciplinary actions that can result from a violation of this Guideline. From time to time, employees will be requested to attend one of the sessions of the Drug-Free Awareness Program. During each such session, employees will be given current information about available programs for counseling and rehabilitation.

B. Management Awareness

Managers and supervisors will be required to attend training sessions on alcohol and drug abuse. Managers and supervisors would be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this Guideline. When management has reasonable suspicion to believe an employee or employees are working in violation of this Guideline, prompt action will be taken.

C. Criminal Convictions

Employees are required by this Guideline to notify the Agency of any conviction under a criminal drug statute for a violation occurring in the workplace or during any Agency-related activity or event, not later than five (5) days after any such conviction. Failure to notify the Agency of the above will result in disciplinary action up to and including termination. When required by federal law, the Agency will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

IV. USE OF LEGAL DRUGS

The Agency recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Employees must report their use of over-the-counter or prescribed medications to their supervisor if the use might impair their ability to perform their job safely and effectively. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to



AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY  
PERSONNEL POLICY MEMORANDUM  
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Agency property, or substantially interfere with the employee's job performance.

If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued leave. The employee may also qualify for an unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued leave to accommodate absences due to the abuse of legal drugs. Further, nothing in this Guideline is intended to diminish the Agency's commitment to employ or reasonably accommodate qualified disabled individuals. The Agency will reasonably accommodate any qualified disabled employee who must take legal drugs because of his or her disability if with such reasonable accommodation; the employee can perform the essential functions of his or her position.

V. UNREGULATED OR AUTHORIZED CONDUCT

A. Customary Use of Over-the Counter Drugs

Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Guideline.

B. Off-the-Job Conduct

This Guideline is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Guideline.

VI. CONFIDENTIALITY

To safeguard privacy rights, disclosures made by employees to their supervisor concerning their use of legal drugs will be treated confidentially and will not be revealed to any other person unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. For the same reason, disclosures made by employees to their supervisor

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concerning their participation in a drug or alcohol rehabilitation program will be treated as confidentially as possible.

VII.EMPLOYEE ASSISTANCE

ATCAA staff should not try to take on the role of counselor or confidante for a co-worker, supervisee, or supervisor, who confides in them to having a drug-related problem, but if such contact should occur, they may refer that co-worker to community alcohol and drug programs, professional counselors or their health professionals.

Available local services in Amador and Tuolumne Counties are listed here:

Amador County:

Amador County Departments Department of Health and Welfare  
1003 Broadway, Jackson, CA 95642  
Phone: 209-223-6556

- Public Health Department: Alcohol and Drug Services
- Amador Council on Alcoholism
- Amador County Mental Health Services

Alcoholics Anonymous

Tuolumne County:

Tuolumne County Alcohol and Drug Services  
Mental Health Services for Tuolumne County  
12801 Cabezut Road, Sonora CA 95370  
Phones: 533-3553 or 533-5775, emergency 533-4357

Alcoholics Anonymous

103 W. Stockton Road, Sonora CA 95370

Phone 533-1134

Maynard's Chemical Dependency Center

19325 Cherokee Road, Tuolumne CA 95379

Phone 928-3737 or 928-4115

AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY  
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**REFERENCE:**

Drug-Free Workplace Act of 1988 (DFWA), 41 U.S.C. 701, et seq.; Drug-Free Workplace Act of 1990 (CDFWA), Gov. Code 8359 et seq.; Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; The Rehabilitation Act, 29 U.S.C. 701 et seq.; Omnibus Transportation Employee Testing Act (OTETA); Gov. Code 8350 et seq.; California Confidentiality of Medical Information Act, Civil. Code 56 et seq.; California Labor Code 1026.

# AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY

## Federal Requirement for Grantee Employee Drug Free Workplace Certification.

As a condition of employment, I certify that I have read the ATCAA Personnel Policies, Section VII, and Policy Memorandum 90-2 as pertains to ATCAA's policy on unlawful use of controlled substances in the workplace and that I agree to not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in my workplace while employed at ATCAA; and if convicted of such usage in the workplace, I agree to notify my immediate supervisor of any such criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. I also certify that I have been given referral numbers for community drug/alcohol prevention programs in the county where I reside.

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

*Pat Pato*

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

*6-27-93*

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 16, 2013

Agmt.

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

Phone Ext. 759

Department Head Signature [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>May 28, 2013</u>	

Agenda Title: Assignment and Assumption of Lease for Airport Lot #101

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 Marvin Price and Kitty Baker ("Original Lessees") and John Weber ("Successor Lessee") for Airport Lot #101. The Lease agreement between the County of Amador and Marvin Price and Kitty Baker 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?      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 <u>[Signature]</u>	Counsel <u>GC</u>
Auditor _____	GSA Director <u>[Signature]</u>
CAO _____	Risk Management <u>[Signature]</u>

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 May 28, 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 _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

Save

ASSIGNMENT AND ASSUMPTION OF LEASE

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

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.

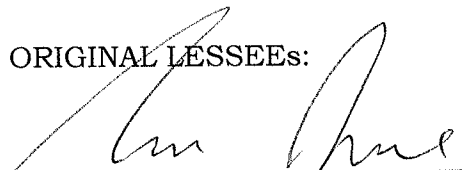
NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:


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.

Date: 9 May, 2013


Date: 5-9, 2013

ORIGINAL LESSEES:  
  
\_\_\_\_\_  
Marvin Price

  
\_\_\_\_\_  
Kittie Baker

SUCCESSOR LESSEE:

Date: 5-16-13, 2013

  
John Weber

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.

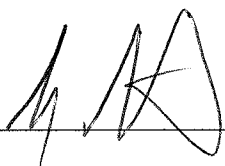
Dated: \_\_\_\_\_, 2013

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

~~Richard Forester~~ Forster  
Chairman, Board of Supervisors

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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