

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 7/24/13

Tax Matters

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

Meeting Date Requested:

8/13/13

From: James Rooney

(Department Head - please type)

Phone Ext. 454

Department Head Signature

James Rooney

Agenda Title: SECURED ROLL CORRECTIONS

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

REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN's 003-661-006-000; 004-141-005-000; 012-348-011-501; 020-120-011-000; 021-151-002-000; 044-510-029-000; 011-290-002-000.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GE

Auditor _____

GSA Director HP

CAO OR

Risk Management YMA

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

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

2A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

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

003-661-006-000 2013 A0005 A 003-661-006-000 003-661-006-000 052-038 052-038

R&T 1 4831B R&T 2 N Taxroll Asmt Only Y Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	23,986	7,500		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-16,486	Supl Change	

Owner HERPEL JOHN P; WILLIAMS HERPEL KIM A
Mailing Address 120 REX AVE
JACKSON CA 95642-2019

Situs 3428 CAMANCHE PKWY N
Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

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

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

Taxbill Days

R/C Date Jul 15, 2013

Created By TM

Print R/C Wks C

Print R/C Letter C

R/C Completed C

Appraiser Initials Date

Supv Appr Initials Date

Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor Signature  Date 7/16/13 Auditor Signature  Date

County Counsel Signature  Date 7/25/13

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 004-141-005-000 Tax Year 2012 R/C # A0065 Roll Type S Fee Parcel 004-141-005-000 Originating Asmt 004-141-005-000 From TRA 005-014 New TRA 005-014

R&T 1 271 R&T 2 Taxroll Asmt Only N Value History Y Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	141,342	141,342		
Structure	164,621	164,621		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions		229,472		
CODE E52		-229,472		
			Supl Change	

Owner MOUNTAIN OAKS SCHOOL
C/O CALAVERAS COUNTY OFFICE OF EDUCATION
PO BOX 760
ANGELS CAMP CA 95221

Situs 217 W JACKSON ST
Bill Comments TO REFUND FOR 2012 PUBLIC SCHOOL EXEMPTION 75%

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

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

TaxBill Days R/C Date Jul 17, 2013 Created By TM
Print R/C Wks C
Print R/C Letter C
R/C Completed C

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

Assessor Signature *[Signature]* Date 7/13/13 Auditor Signature _____ Date _____
County Counsel Signature *[Signature]* Date 7/25/13

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 012-348-011-501 Tax Year 2013 R/C # A0013 Roll Type A Fee Parcel 012-348-011-501 Originating Asmt 012-348-011-501 From TRA 052-048 New TRA 052-048

R&T 1 4831B R&T 2 Taxroll Asmt Only Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	56,594	15,000		
Structure	50,935	35,500		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE				
Net Change		-57,029		
Supl Change				

Owner FISHER ROBERT W
Mailing Address 5685 PARK CIR
IONE CA 95640-5302

Situs 5685 PARK CIR
Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates

From 1 From 2 Thru

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

Taxbill Days

R/C Date Jul 15, 2013

Created By TM

Print R/C Wks C

Print R/C Letter C

R/C Completed C

Appraiser _____ Date _____

Supv Appr _____ Date _____

Chief Appr _____ Date _____

Asmt Clerk _____ Date _____

Off Mgr _____ Date _____

Assessor Signature _____ Date 7/16/13 Auditor Signature _____ Date _____

County Counsel Signature _____ Date 7/15/13

County of AMADOR
ASSESSOR ROLL CORRECTION

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

020-120-011-000 2013 A0019 A 020-120-011-000 020-120-011-000 002-033 002-033

R&T 1 4831B R&T 2 N Taxroll Asmt Only Y Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	441,728	260,000		
Structure	32,455	38,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE <input type="text"/>	Net Change	-176,183	Supl Change	

Owner HAL VORSON WILLIAM E & LORRAINE
Mailing Address 10040 DAVIS RD
STOCKTON CA 95209

Situs 824 STATE HWY 049/088

Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

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

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

Taxbill Days R/C Date Created By

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

Appraiser Initials Date

Supv Appr Initials Date

Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor *[Signature]* 7/16/13 Date

Auditor Signature Date

County Counsel *[Signature]* 7/25/13 Date

County of AMADOR
ASSESSOR ROLL CORRECTION

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

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

	Roll Value	New Value	Sup From Net	Sup To Net
Land	110,970	40,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-70,970		
Supl Change				

Owner FIDELUS PAUL A
Mailing Address 23188 RODEN LN
PIONEER CA 95666

Situs
Bill Comments

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

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

10% PP Penalty
Restricted
Timber Preserve
5151 Interest
506 Interest

Taxbill Days

Created By

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

Appraiser Initials Date

Supv Appr Initials Date

Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor Signature Date

Auditor Signature Date

County Counsel Signature Date

tmilbourne 07/16/2013

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 044-510-029-000 Tax Year 2013 R/C # A0033 Roll Type A Fee Parcel 044-510-029-000 Originating Asmt 044-510-029-000 From TRA 004-027 New TRA 004-027

R&T 1 4831B R&T 2 [] Taxroll Asmt Only [N] Value History [Y] Taxability Code []

	Roll Value	New Value	Sup From Net	Sup To Net
Land	206,500	175,000		
Structure	814,000	575,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-270,500	Supl Change	

Owner RISTRON DANIEL E & BRENDA P
Mailing Address PO BOX 113
SUTTER CREEK CA 95685

Situs 100 RIDGE RD
Bill Comments PROPERTY QUALIFIES FOR PROP 8 REDUCTION

Supl Info
Event From/Thru Dates [] []
Ownership From/Thru Dates [] []
506/5151 From/Thru Dates From 1 [] From 2 [] Thru []

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

Taxbill Days []
R/C Date Jul 15, 2013
Created By TM

Print R/C Wks [C]
Print R/C Letter [C]
R/C Completed [C]

Appraiser [] [] [] []
Supv Appr [] [] [] []
Chief Appr [] [] [] []
Asmt Clerk [] [] [] []
Off Mgr [] [] [] []

Assessor Signature [Signature] Date 7/16/13 Auditor Signature [Signature] Date []
County Counsel Signature [Signature] Date 7/25/13

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 990-027-893-100 Tax Year 2011 R/C # A1343 Roll Type C Fee Parcel 011-290-002- Originating Asmt 990-027-893-000 From TRA - New TRA 052-037

R&T 1 51.5 R&T 2 Taxroll Asmt Only Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	241,127	167,302		-73,825
Structure	454,495	374,382		-80,113
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-153,938	Supl Change	-153,938

Owner MEYER JOILINE D TRUST & MEYER DYLAN R
Mailing Address 88975 HWY 88 JACKSON CA 95642

Situs 8975 STATE HWY 88 JACKSON
Bill Comments TO CORRECT VALUE FOR 1/19/12 CHG IN OWNERSHIP

Supl Info
Event From/Thru Dates: Jan 19, 2012 - Jan 19, 2012
Ownership From/Thru Dates: Jan 19, 12 - Jun 30, 12
506/5151 From/Thru Dates: From 1 - From 2 - Thru

TaxBill Days 164
R/C Date Jun 24, 2013
Created By TM
Print R/C Wks C
Print R/C Letter P
R/C Completed C

Appraiser: _____
Supv Appr: _____
Chief Appr: _____
Asmt Clerk: _____
Off Mgr: _____

Assessor: _____ Signature: _____ Date: _____
Auditor: _____ Signature: _____ Date: _____
County Counsel: _____ Signature: _____ Date: 7/25/13

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 31, 2013

Recal

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>08/13/13</u>	

From: Sheriff/OES
(Department Head - please type)

Phone Ext. 384

Department Head Signature _____

Agenda Title: Resolution Approving Application for Grant Funding through the Federal Department of Homeland Security

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

Request the Chairman's signature, for Board of Supervisors to approve resolution authorizing individuals as authorized agents to execute applications and documents for grant funding provided by the federal Department of Homeland Security and sub-granted through the State of California. The above Homeland Security Grant is 100% funded and no local matching funds are required.

Recommendation/Requested Action:

Recommend approval of resolution and authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GC

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Undersheriff, OES, CAO, Auditor-Controller - Prepare (5) Resolutions for original signature (4 for OES & 1 for records)

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

3A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

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

IN THE MATTER OF:

RESOLUTION APPROVING INDIVIDUALS AS) RESOLUTION NO. 13-XXX
AUTHORIZED OFFICIALS TO EXECUTE)
APPLICATIONS AND DOCUMENTS FOR FINANCIAL)
ASSISTANCE PROVIDED BY THE FEDERAL)
DEPARTMENT OF HOMELAND SECURITY)

WHEREAS, Amador County through the Office of Emergency Services has applied for financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California; and

WHEREAS, the State of California, Governor’s Office of Emergency Services requires the designation of authorized officials to execute documents; and

WHEREAS, the Amador County Board of Supervisors has mandated that agreements for grant monies be signed by the Chairman of said Board of Supervisors; and

WHEREAS, applications, reports and reimbursement claims sent to the State of California for program reimbursement may be signed by other individuals holding designated position titles as listed below.

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador that the individuals holding the position titles as listed below, are hereby designated as Authorized Officials and are authorized to execute for and on behalf of the County of Amador, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

_____ Undersheriff

_____ County Administrative Officer

_____ Auditor-Controller

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, John Plasse, Brian Oneto and
Louis D. Boitano
NOES: None
ABSENT: None

Richard M. Forster, Chairman, Board of Supervisors

ATTEST:

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

Deputy

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 7/24/2013

Resol.

From: Eugene Joe Lowe Auditor-Controller
(Department Head - please type)

Phone Ext. 363

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

Meeting Date Requested:

8-13-13

Department Head Signature

Eugene J Lowe

Agenda Title: Tax Matters-Resolutions

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Requesting the Board to approve, with resolutions, the 2013-2014 property tax rates. 1% tax rate and .016% school bond tax rate, both of which are applicable to all properties in all tax rate areas in the County of Amador.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel Go

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Auditor-Controller, Tax Collector, Assessor, Amador School District

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

3B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Completed by _____

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

IN THE MATTER OF:

RESOLUTION ADOPTING A ONE PERCENT)
(1%) TAX RATE PER GOVERNMENT)
CODE SECTION 29100)

RESOLUTION NO. 13-XXX

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby adopt a one percent (1%) tax rate per Government Code Section 291 00.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

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

- NOES: None

- ABSENT: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

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

IN THE MATTER OF:

RESOLUTION ADOPTING A)	RESOLUTION NO. 13-XXX
POINT ZERO ONE SIX PERCENT)	
(.016%) TAX RATE PER)	
GOVERNMENT CODE SECTION 29100)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby adopt a point zero one six percent (.016%) tax rate per Government Code Section 29100, for voter-approved indebtedness, Amador County Unified School District General Obligation Bonds Election of 2002.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

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

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Amador County
Debt Service Rate for School Bonds 2013-2014

2013-14 Secured Values Net	4,107,830,661.00	
Add: Homeowners' Exemption	60,238,637.00	
Add: 2013-14 Utility Roll (State Assessed Roll)	198,117,624.00	
Total Roll Values 2013-14	<u>4,366,186,922.00</u>	
Delinquency % 2013-14		6.00%
Roll Value		<u><u>4,104,215,706.68</u></u>
2013-14 Unsecured Roll Value	102,093,626.00	
Add: Homeowner's Exemption	14,000.00	
2014-14 Total Unsecured Roll	<u>102,107,626.00</u>	
Delinquency % 2013-14	6.00%	
2013-14 Roll Value Unsecured	<u>95,981,168.44</u>	
2013-14 Unsecured Taxes .00016 (.016%)	<u>15,356.99</u>	
Debt Service 2013-14		
Cash 101990 06/30/13	585,995.35	
2013-14 Unsecured Taxes	15,356.99	
LESS: Payment due 08/01/13	<u>(506,552.00)</u>	
Balance Available to Finance Debt (1)	<u>94,800.34</u>	
Payment due 02/01/14	180,620.00	
Payment due 08/01/14	<u>535,620.00</u>	
Total Payment Due 2014	<u>716,240.00</u>	
Financing Requirement of Debt Service (1)	621,439.66	621,439.66
Minimum Debt Service Rate 2013-2014 Secured Roll:		
\$621,439.66 / 4,104,215,706.68		<u><u>0.000151</u></u>
Proposed Debt Service Rate		<u><u>0.000160</u></u>

Series 2003, 2005, 2011 & 2013 GO Bond Debt Service Schedule

Date	2003 Semi-Annual Debt Service	2003 Total Annual Debt Service	2005 Semi-Annual Debt Service	2005 Total Annual Debt Service	2011 Semi-Annual Debt Service	2011 Total Annual Debt Service	2013 Semi-Annual Debt Service	2013 Total Annual Debt Service	Total Combined Semi-Annual Debt Service	Total Combined Annual Debt Service	
8/1/2013	\$291,783	\$291,783	\$37,650	\$37,650.00	\$109,850	\$109,850	\$67,269	\$67,269	\$506,552	\$506,552	
2/1/2014	\$1,558		\$27,425		\$84,600		\$57,038		\$180,620	\$180,620	2013-14
8/1/2014	\$296,558	\$308,115	\$52,425	\$79,850.00	\$109,600	\$194,200	\$77,038	\$134,075	\$535,620	\$716,240	
2/1/2015	\$6,000		\$26,863		\$84,225		\$56,838		\$173,925	\$173,925	2014-15
8/1/2015	\$306,000	\$312,000	\$61,863	\$88,725.00	\$109,225	\$193,450	\$76,838	\$133,675	\$553,925	\$727,850	
2/1/2016			\$26,075		\$83,850		\$56,638		\$166,563	\$166,563	2015-16
8/1/2016			\$76,075	\$102,150.00	\$423,850	\$507,700	\$76,638	\$133,275	\$576,563	\$743,125	
2/1/2017			\$24,950		\$77,050		\$56,438		\$158,438	\$158,438	2016-17
8/1/2017			\$94,950	\$119,900.00	\$432,050	\$509,100	\$76,438	\$132,875	\$603,438	\$761,875	
2/1/2018			\$23,375		\$69,950		\$56,238		\$149,563	\$149,563	2017-18
8/1/2018			\$103,375	\$126,750.00	\$444,950	\$514,900	\$76,238	\$132,475	\$624,563	\$774,125	
2/1/2019			\$21,575		\$62,450		\$56,038		\$140,063	\$140,063	2018-19
8/1/2019			\$121,575	\$143,150.00	\$447,450	\$509,900	\$76,038	\$132,075	\$645,063	\$785,125	
2/1/2020			\$19,325		\$54,750		\$55,738		\$129,813	\$129,813	2019-20
8/1/2020			\$139,325	\$158,650.00	\$454,750	\$509,500	\$75,738	\$131,475	\$669,813	\$799,625	
2/1/2021			\$16,625		\$46,750		\$55,438		\$118,813	\$118,813	2020-21
8/1/2021			\$156,625	\$173,250.00	\$473,806	\$511,050	\$75,138	\$130,275	\$693,813	\$812,625	
2/1/2022			\$13,300		\$40,525		\$55,138		\$108,963	\$108,963	2021-22
8/1/2022			\$73,300	\$186,600.00	\$470,525	\$508,613	\$74,838	\$129,675	\$718,963	\$827,925	
2/1/2023			\$9,500		\$33,806		\$54,838		\$98,144	\$98,144	2022-23
8/1/2023			\$194,500	\$204,000.00	\$481,656	\$507,613	\$79,538	\$129,675	\$743,144	\$841,288	
2/1/2024			\$5,106		\$26,656		\$54,538		\$86,300	\$86,300	2023-24
8/1/2024			\$220,106	\$225,212.50	\$18,978	\$508,313	\$79,538	\$134,075	\$781,300	\$867,600	
2/1/2025					\$493,978	\$512,956	\$54,163	\$373,325	\$73,141	\$886,281	2024-25
8/1/2025					\$10,666	\$506,331	\$49,525	\$384,050	\$60,191	\$890,381	
2/1/2026					\$495,666	\$506,331	\$44,538	\$814,075	\$31,850	\$917,825	2025-26
8/1/2026					\$1,875	\$103,750	\$31,850	\$958,700	\$926,850	\$958,700	
2/1/2027					\$101,875		\$926,850		\$16,188		2026-27
8/1/2027							\$941,188	\$957,375	\$941,188	\$957,375	
2/1/2028											2027-28
8/1/2028											
2/1/2029											2028-29
8/1/2029	\$911,898	\$911,898	\$1,645,888	\$1,645,888	\$6,207,113	\$6,207,113	\$5,009,619	\$5,009,619	\$13,774,517	\$13,774,517	

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:	
August 13, 2013	

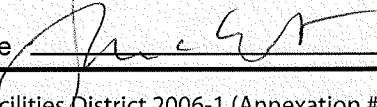
To: Board of Supervisors

Date: August 13, 2013

Resol.

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

Phone Ext. x391

Department Head Signature 

Agenda Title: Community Facilities District 2006-1 (Annexation #8)

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

A resolution of intention to annex territory to Community Facilities District 2006-1 (Annexation #8) setting a date for the annexation public hearing.

Recommendation/Requested Action:

Adopt the resolution of intention to annex territory setting the public hearing date for September 24, 2013.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

n/a

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____


Request Reviewed by:

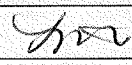
Chairman 

Counsel GO

Auditor 

GSA Director HP

CAO 

Risk Management 

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

AFPD

FOR CLERK USE ONLY

Meeting Date August 13, 2013 Time 9 a.m. Item # 3C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

Save

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO ANNEX) RESOLUTION NO. 13-XXX
TERRITORY TO COMMUNITY FACILITIES)
DISTRICT NO. 2006-1 (FIRE PROTECTION)
SERVICES), COUNTY OF AMADOR, STATE)
OF CALIFORNIA (ANNEXATION #8))

WHEREAS, the Board of Supervisors (the “Board”) of the County of Amador (the “County”) conducted proceedings under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”), to form its Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the “Community Facilities District”), to authorize a special tax to finance certain public services, and to establish the appropriations limit for the Community Facilities District, all as set forth in the Board’s Resolution No. 2007-11 (Resolution of Formation) adopted on January 9, 2007 (the “Resolution of Formation”); and

WHEREAS, pursuant to a special mailed-ballot election that same day, the Board was authorized to levy the special tax within the Community Facilities District; and

WHEREAS, the Boundary Map of the Community Facilities District was recorded on November 30, 2006 in the Book of Maps of Assessment and Community Facilities Districts maintained by the County Recorder of the County of Amador in Book 1 at Page 340; and

WHEREAS, the Board now intends to annex territory to the Community Facilities District; and

WHEREAS, there has been delivered to the Clerk of the Board a map entitled “Annexation Map No. 8 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”), a reduced copy of which is attached hereto marked Exhibit A; and

WHEREAS, the land proposed to be annexed to the Community Facilities District (the “Annexation Area”) is that land within the boundaries shown on the Annexation Map, a copy of which is available for inspection at the office of the Clerk of the Board; and

WHEREAS, the Board is fully advised in this matter.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Declaration of the Board. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the County and that the statements, findings and determinations of the County set forth above and in the preambles of the documents approved herein are true and correct.

SECTION 2. The Board's Intention and Findings. The Board declares its intention to annex the Annexation Area to the Community Facilities District, and hereby determines that the public convenience and necessity require the annexation of the Annexation Area to the Community Facilities District, and hereby further determines that such annexation is advantageous to the residents of the County and the owners of the property within, and to the residents and future residents of, the Community Facilities District and the Annexation Area.

SECTION 3. No Change in Services. The Community Facilities District is not authorized to finance any facilities, and no change is proposed in this regard; and the fire protection services authorized to be financed by the Community Facilities District are not proposed to be changed by the proposed annexation, except that if the annexation is completed, the services will also be provided in the Annexation Area.

SECTION 4. No Change in Rate and Method of Apportionment of the Special Tax. No alteration of the rate and method of apportionment of the special tax within the Community Facilities District is contemplated by these proceedings either as it pertains to the area now within the Community Facilities District or as it pertains to the Annexation Area.

SECTION 5. Provision of Services and Allocation of Special Tax Revenues. The use and allocation of the special tax revenues to provide the fire protection services within the Community Facilities District will be as provided in the joint community facilities agreements (Government Code Section 53316.2) between the County and the fire protection districts that will provide the fire protection services in the Annexation Area.

SECTION 6. Special Tax Lien. If the Annexation Area is annexed to the Community Facilities District, it shall be subject to a special tax from the time of its inclusion in the Community Facilities District as provided in the rate and method of apportionment contained in the Resolution of Formation; and the special tax will be secured by the recordation of a continuing lien against all non-exempt real property in the Annexation Area.

SECTION 7. Date, Time and Place of the Public Hearing. The Board hereby sets Tuesday, the 24th day of September, 2013, at the hour of 10:30 o'clock A.M., or as soon thereafter as the Board may consider the matter, in the Board of Supervisors' Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California, as the date, time and place for a public hearing to be held by the Board to consider the annexation of the Annexation Area to the Community Facilities District. At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District, and within the Annexation Area, may appear and be heard, and the testimony of all interested persons or taxpayers for or against the annexation of the Annexation Area to the Community Facilities District will be heard and considered.

SECTION 8. Protest Procedure. All written protests against the annexation not presented in person by the protester at the public hearing must be filed with the Clerk of the Board prior to the time set for the hearing. If fifty (50) percent or more of the registered voters, or six (6) registered voters, whichever is more, residing within the existing Community Facilities District, or if fifty (50) percent or more of the registered voters or six (6) registered voters, whichever is more, residing within the Annexation Area, or if the owners of one-half (1/2) or more of the area of land in the territory included in the existing Community Facilities District, or if the owners of one-half (1/2) or more of the area of land in the Annexation Area file written protests against the proposed annexation of territory to the existing Community Facilities District, and protests are not withdrawn prior to the close of the public hearing so as to reduce the protests to less than a majority, these annexation proceedings shall be abandoned and no further proceedings shall be undertaken for a period of one (1) year from the date of the decision by the Board on the issues discussed at the public hearing.

SECTION 9. The Board's Discretion. At the conclusion of the public hearing, the Board may abandon the proceedings to annex the Annexation Area to the Community Facilities District or it may, after passing upon all protests, determine to proceed to call an election to submit to the qualified electors of the Annexation Area the question of annexing the Annexation Area to the Community Facilities District and authorizing the levy of the Community Facilities District special tax within the Annexation Area.

SECTION 10. Qualified Electors. If the Board determines at the conclusion of the public hearing to proceed with the annexation, it expects that the election required to accomplish the annexation will be by the landowners within the Annexation Area voting in accordance with the Act, as the Board is informed that during the 90 days prior to the date set for the hearing, there have been times when there were fewer than twelve (12) registered voters residing within the Annexation Area. The Board will require this information to be confirmed before ordering the election.

SECTION 11. Giving of Notice of the Public Hearing. Notice of the time and place of the public hearing shall be given by the Clerk in the following manner:

(a) A Notice of Public Hearing in the form required by the Act shall be published once in the *AMADOR LEDGER DISPATCH*, a newspaper of general circulation published in the area of the Community Facilities District, pursuant to Section 6061 of the Government Code of the State of California and shall be completed at least seven (7) days prior to the date set for the public hearing; and

(b) A Notice of Public Hearing in the form required by the Act shall be mailed, first class postage prepaid, to each owner of land, and to each registered voter residing, within the Annexation Area (to property owners at their addresses as shown on the last equalized assessment roll, and to registered voters at their addresses as shown on the records of the Amador County Registrar of Voters, or in either case as otherwise known to the Clerk). The mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

SECTION 12. Approval of Annexation Map. The Board hereby approves the Annexation Map, and finds that the map is in the form and contains the matters prescribed by Section 3110.5 of the California Streets and Highways Code.

SECTION 13. Recordation of Annexation Map. The Board hereby directs the Clerk to certify the adoption of this resolution on the face of the Annexation Map, and to forthwith file a copy of the Annexation Map with the County Recorder of Amador County for recordation in the Books of Maps of Assessment and Community Facilities Districts of the County of Amador pursuant to Section 3111 of the California Streets and Highways Code.

SECTION 14. Effective Date. This resolution shall take effect immediately upon its adoption.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

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

NOES: None

ABSENT: None

Richard M. Forster, Chairman

ATTEST:

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

Deputy

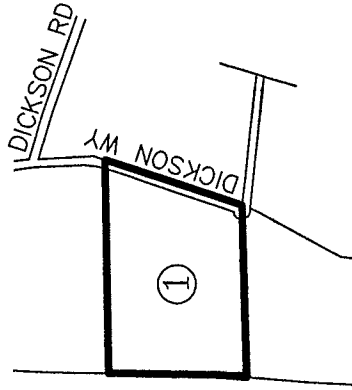
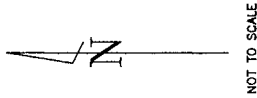
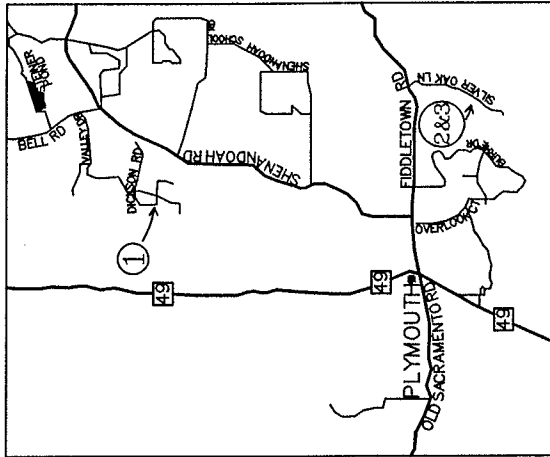
EXHIBIT A

[ATTACH A REDUCED COPY OF THE ANNEXATION MAP]

EXHIBIT A

**ANNEXATION MAP NO. 8 OF
COMMUNITY FACILITIES DISTRICT NO. 2006--1
(FIRE PROTECTION SERVICES)**

COUNTY OF AMADOR
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS THIS _____ DAY OF _____ 2013.

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

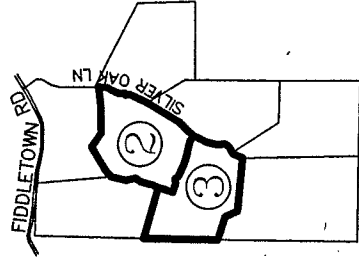
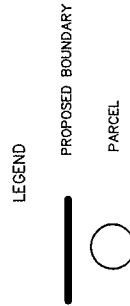
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 8 TO COMMUNITY FACILITIES DISTRICT NO. 2006-1 (FIRE PROTECTION SERVICES), COUNTY OF AMADOR, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2013, BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

FILED THIS _____ DAY OF _____, 2013, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE _____ AND INSTRUMENT NO. _____

RECORDER IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA.

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	007-130-007
2	015-040-041
3	015-040-042



REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2006-1 (FIRE PROTECTION SERVICES) OF THE COUNTY OF AMADOR FILED WITH THE AMADOR COUNTY RECORDER'S OFFICE ON NOVEMBER 30, 2006, FILED IN BOOK 1 OF THE MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 340 AS INSTRUMENT NO. 2006-0014071.

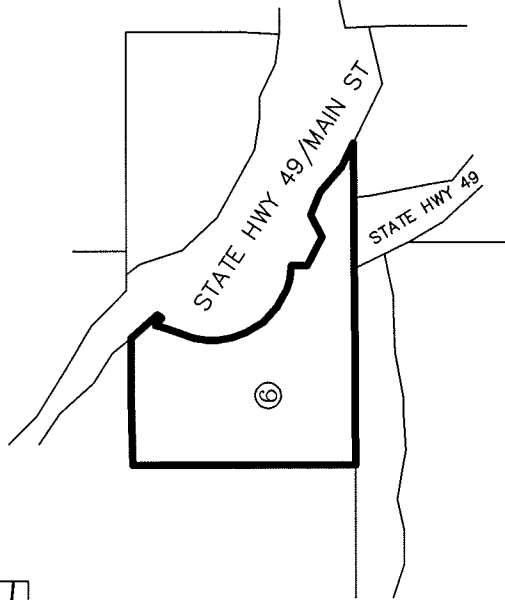
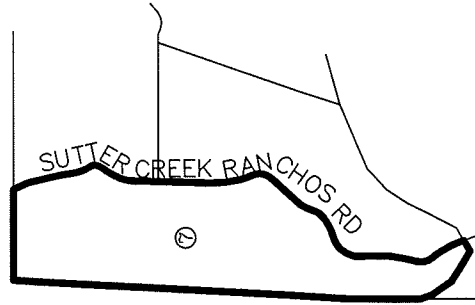
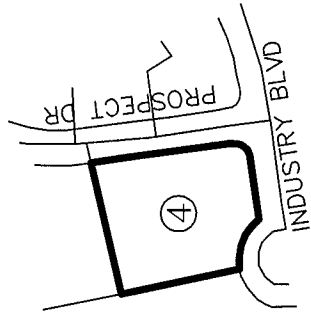
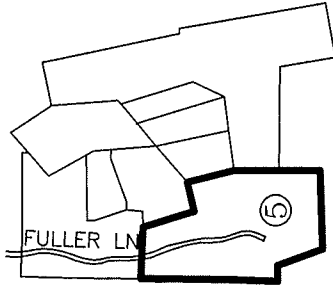
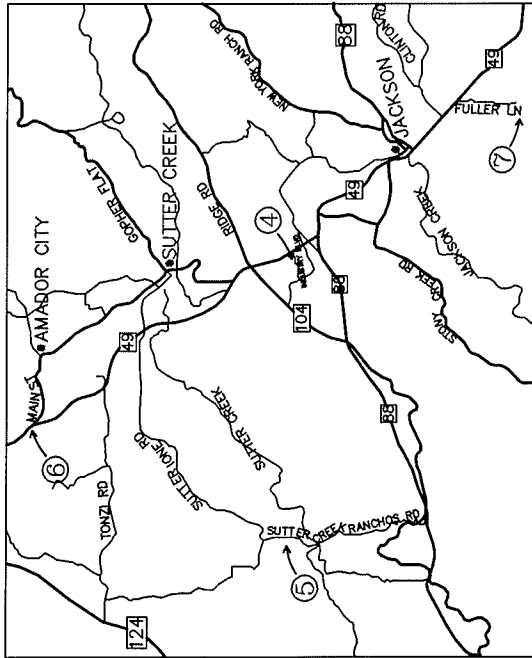
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE AMADOR COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE AMADOR COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

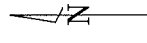
ANNEXATION MAP NO. 8 OF
 COMMUNITY FACILITIES DISTRICT NO. 2006-1
 (FIRE PROTECTION SERVICES)

COUNTY OF AMADOR
 STATE OF CALIFORNIA

VICINITY MAP



MAP REF. NO.	ASSESSOR'S PARCEL NO.
4	044-450-017
5	044-200-116
6	008-340-027
7	011-320-004



LEGEND
 — PROPOSED BOUNDARY
 ○ MAP REFERENCE NUMBER

N.T.S

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: July 25, 2013

Resol

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

Meeting Date Requested:

08/13/13

From: Michael Boitano

(Department Head - please type)

Phone Ext. 487

Department Head Signature Patricia Lesky for Michael Boitano

Agenda Title: Statewide Exotic Pest Detection Trapping Contract #13-0072

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

Reimbursement for expenditures associated with detecting insect pests that are detrimental to agriculture in California.

Recommendation/Requested Action:

Board Chairman signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts na

\$14,075.00

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GC

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Return 2 signed signature pages, the signed contractor certificate and resolution to Ag Dept Risk

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

3D

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department

For meeting

of _____

Completed by _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT)	RESOLUTION 13-XXX
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND)	
AGRICULTURE RELATIVE TO THE STATEWIDE)	
EXOTIC PEST DETECTION PROGRAM FOR THE 2013-14)	
FISCAL YEAR (CONTRACT NO. 13-0072))	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the amended agreement by and between the County of Amador and the California Department of Food and Agriculture, on the terms and conditions contained therein as it relates to the Statewide Exotic Pest Detection Program for the 2013-14 fiscal year (Contract No. 13-0072); and

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

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

NOES: None

ABSENT: None

Richard M. Forster, Chairman

ATTEST:

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

Deputy

OFFICE OF

DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES

LOCATION: 12200-B AIRPORT ROAD, MARTELL, CA • PHONE (209) 223-6487 • FAX (209) 223-3312

MAIL: 12200-B AIRPORT ROAD, JACKSON, CA 95642-9527 • email: agriculture@amadorgov.org



July 25, 2013

TO: Board of Supervisors

FROM: *Patricia Lesky for Michael E. Boitano*
Michael E. Boitano, Agricultural Commissioner/Sealer

SUBJECT: Authorization to enter into the following standard agreement with the California Department of Food and Agriculture for the 2013-14 fiscal year

Statewide Exotic Pest Detection Contract #12-0072: This agreement will reimburse the county for our time associated with detecting insect pests that are not known to occur or are of limited distribution within the state, have severe economic consequences if established, and are detrimental to agriculture in California. These pests include the Mediterranean, Mexican, Oriental and Melon Fruit Flies, Gypsy Moth and Japanese Beetle.

ACTION REQUESTED: It is recommended that your Board authorize the Chairman to sign the attached resolution and standard agreement.

AGREEMENT NUMBER 13-0072
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
 CONTRACTOR'S NAME
COUNTY OF AMADOR

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: \$14,075.00
 Fourteen Thousand Seventy-five Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 Page(s)
Attachment 1	6 Page(s)
Exhibit B – Budget Detail and Payment Provision	1 Page(s)
Attachment 1	2 Page(s)
Exhibit C – General Terms and Conditions - GTC 610	3 Pages
Exhibit D - Special Terms and Conditions	1 Page(s)
Exhibit E - Additional Provisions	3 Page(s)

5. Name of Program: Exotic Pest Detection Trapping

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF AMADOR		
BY (Authorized Signature) - <i>Michael E. Boitano</i>	DATE SIGNED) 7-25-13	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael E. Boitano, Agricultural Commissioner		
ADDRESS 12200-B Airport Road Jackson, CA 95642-9527		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) -	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING JANICE L. PRICE, CONTRACTS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per: DGS Ltr 28.7

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in a county.

2. Services shall be performed in and throughout the COUNTY OF AMADOR.
3. The contract managers for this agreement:

FOR CDFA -	FOR CONTRACTOR -
Name: Debby Tanouye	Name: Mike Boitano
Unit: Pest Detection/Emergency Projects	Section/Unit: County Agricultural Commissioner
Address: 1220 N Street, Room 315 Sacramento, CA 95814	Address: 12200-B Airport Road Jackson, CA 95642-9527
Phone: (916) 654-1211	Phone: (209) 223-6487
Fax: (916) 654-0555	Fax: (209) 223-3312

4. See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.

June 2013

SCOPE OF WORK (#2)

CONTRACT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture shall:

- A. Provide all traps, trap parts and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the FY 2013/2014 Commitment Form (60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG).
- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.
- F. Provide quality control (QC) of the county trapping program via inspections and QC plants. For the county QC plant protocol, see www.cdfa.ca.gov/go/QCP.
- G. Provide for the disposal of Dibrom treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

Section 2

The County Agricultural Commissioner shall:

- A. Submit a completed financial plan, trapping hours worksheet, and commitment form by fiscal year. The financial plan is attached hereto and made part of this agreement.
- B. Hire and train personnel.

June 2013

- C. Provide and maintain trapping vehicles.
- D. Ensure that trapping personnel attend training provided by CDFA District Entomologists.
- E. Ensure that all trapping activities conform to the current version of the ITG. The current version is on the CDFA website at: www.cdfa.ca.gov/go/ITG.
- Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 - Should there be a discrepancy between the scope of work and the ITG, the scope of work will supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the FY - Commitment Form (60-221).
- G. Placement should begin on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season (versus the two weeks after the trapping season).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
- The naming convention for the new grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming started in the northwest corner of the state and runs through the southeast. For example: EV241-S-OF1.
 - Ensure that the unique trap number is placed properly on all traps with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
 - Jackson trap – full trap number and servicing and rebaiting dates on outside.
 - Jackson trap insert – full trap number, placement date, and initials of the person changing the insert, on non-sticky side.
 - Delta trap – full trap number and servicing and rebaiting dates on outside.
 - Japanese beetle trap – full trap number and servicing dates on calendar card in cup of trap or on tape attached to fin or cup.

June 2013

- Yellow panel trap – full trap number and servicing dates on non-sticky (white) side of both panels.
 - ChamP™ trap – full trap number and servicing dates on the top fold.
- I. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with Trimedlure, are serviced every 14 days from July 1 through October 31, and May 1 through June 30 for fiscal year 2013-14.
- J. Ensure that ChamP™ traps, baited with ammonium bicarbonate, in rural areas are serviced once each month and relocated at that time from July 1 through October 31, and May 1 through June 30 for fiscal year 2013-14.
- K. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, and May 1 through June 30 for fiscal year 2013-14.
- L. Ensure that Jackson melon fly traps, baited with cuelure, are serviced every 14 days from July 1 through October 31, and June 1 through June 30 for fiscal year 2013-14.
- M. Ensure that gypsy moth and Japanese beetle traps are serviced once at mid-season (six weeks after initial deployment) from July 1 through August 30, and June 1 through June 30 for fiscal year 2013-14, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).
- N. Ensure that all county commitment traps are placed, serviced, maintained, and removed in the same manner as state funded traps and that all data collected from these traps is also maintained in the same manner as state funded traps.
- O. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office for three years.
- P. Complete a monthly Pest Detection Report Number 1 (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicing. Do not count trap

June 2013

relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.

- Q. Provide one set of trapping records for all traps. This set, in the form of the "Trap Book," shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- R. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- S. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- T. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines, including any county commitment trap lines.
- U. Allow state detection personnel and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- V. Counties generating Dibrom treated wicks from methyl eugenol and cue lure baited traps shall possess a CAI number issued by CalEPA.
- W. Submit invoices within 30 days after the end of each reporting period. Payment of the monthly invoice is contingent upon receiving the corresponding Report Number 1 (See Item P). Continue to send monthly invoices even if the fiscal year contract funds are depleted. All invoices, including any amendments, must be received within 45 days of the expiration date of the contract. Late invoices will not be paid.
- X. Submit the monthly invoice by postal or e-mail, with Report Number 1, to:

CDFA - PD/EP
1220 N Street, Room 315
Sacramento, CA 95814
Attn: Joanne Shimada, joanne.shimada@cdfa.ca.gov

June 2013

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- If the invoice carries a signature block, the block must be signed.
Invoices with blank signature blocks cannot be processed.

PEST DETECTION/EMERGENCY PROJECTS **FY 2013 / 2014 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Michael E. Boitano	COUNTY Amador
DETECTION SPECIALIST Joan Scheiman	DATE 6/19/2013

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROF	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	27	/ 0	27	/ 0
McPHAIL TRAP	MP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	11	/ 0	11	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	11	/ 0	11	/ 0
GYPSY MOTH	GM	30		120		150	
JAPANESE BEETLE	JB	10		15		25	
MISCELLANEOUS:		0		0		0	
		0		0		0	
		0		0		0	
		0		0		0	
SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:							

**EXHIBIT B
(County Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaids/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

Amador

COUNTY DEPARTMENT OF AGRICULTURE
 FY 2013-14 Pest Detection Trapping Budget

May 2012

A. PERSONNEL

1. STAFF - Detection Trappers		HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Patricia Lesky <i>Employee (e.g. name, initials, position #)</i>	8:00	25:00	200
	<i>Title</i> Deputy Ag Comm.			
2. SALARIES - Detection Trappers		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Patricia Lesky <i>Employee (e.g. name, initials, position #)</i>	\$37.93	200	\$7,586.00
	<i>Title</i> Deputy Ag Comm.			
			Subtotal:	\$7,586.00
3. BENEFITS - Detection Trappers		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Patricia Lesky <i>Employee (e.g. name, initials, position #)</i>	40.0000%	\$7,586.00	\$3,034.00
	<i>Title</i> Deputy Ag Comm.			
			Subtotal:	\$3,034.00
DETECTION STAFF SUBTOTAL:				\$10,620.00
4. STAFF - Non-Detection		HOURS/ DAY	WORK DAYS	HOURS
1	<i>Employee (e.g. name, initials, position #)</i>			0
	<i>Title</i>			
5. SALARIES - Non-Detection Staff		HOURLY RATE w/o BENEFITS	HOURS	SALARY
2			30	\$0.00
			Subtotal:	\$0.00
6. BENEFITS - Non-Detection Staff		BENEFIT RATE (%)	SALARY	BENEFIT COST
1		40.0000%	\$0.00	\$0.00
			Subtotal:	\$0.00
NON-DETECTION STAFF SUBTOTAL:				\$0.00
25 % Overhead (Not to exceed 25%)		SALARIES	BENEFITS	OVERHEAD COST
		\$7,586.00	\$3,034.00	\$2,655.00
TOTAL PERSONNEL COST :				\$13,275.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.,)

Description	Cost
a. office supplies	\$3.00
TOTAL SUPPLY COST:	\$3.00

C. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	Ave. MILEAGE PER MONTH per vehicle	COST PER MILE*	COST
1	6	235	\$0.565	\$797.00
VEHICLE COST TOTAL:				\$797.00

Amador **FY 2013-14 Pest Detection Trapping Budget : \$14,075.00**

COMMENTS:

[REDACTED COMMENTS]



**EXHIBIT C
(County Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantial damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by a state agency directly impacting the Contractors ability to perform.

EXHIBIT E**ADDITIONAL PROVISIONS****CONTRACTS FEDERALLY FUNDED**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2013/2014 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

SUBCONTRACTORS

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Contractor and to CDFA.

CONTRACTOR AND SUBCONTRACTOR COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages, and limits required of Contractor.

2. Contract Insurance Requirements

Prime Contractor Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

Automobile Liability – Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

Workers' Compensation Insurance – The Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self insurer in the State of California. By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Sub-Contractor Insurance Requirements

Sub-Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

Commercial General Liability – Sub-Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Sub-Contractor's limit of liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

Automobile Liability – Sub-Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

Workers' Compensation Insurance – The Sub-Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Sub-Contractor is self-insured for workers compensation, a certificate must be presented evidencing Sub-Contractor is a qualified self insurer in the State of California. By signing this Agreement, the Sub-Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Sub-Contractor is defined as independent contractors, this clause does not apply.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Amador		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Richard M. Forster, Chairman, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Amador	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: July 31, 2013

Resol

<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>August 13, 2013</u>	

From: Richard M. Forster, Chairman

(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Amador County Arts Council

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

Request approval of a Resolution designated the Amador County Arts Council as the County's partner to the California Arts Council.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GC

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Amador County Arts Council

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

3E

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

Save

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

IN THE MATTER OF:

RESOLUTION DESIGNATING THE) RESOLUTION NO. 13-xxx
AMADOR COUNTY ARTS COUNCIL)
AS THE COUNTY'S PARTNER TO)
THE CALIFORNIA ARTS COUNCIL)

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning and decision-making and to reach rural, under-served constituents; and

WHEREAS, through this partnership, the State continues to interact with and refers inquiries to our local arts council and provides information on arts, education, cultural tourism, jobs for artists, arts and health, youth and creative activities, and other important issues important to our region and its residents.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby designate the Amador County Arts Council as the County's partner in the State-Local Partnership Program and approves and authorizes the agency to submit the proposal and to execute the grant contract if awarded.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

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

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:
Jennifer Burns, Clerk of the
Board of Supervisors, Amador County,
California

Deputy



AmadorArts.org

PO Box 206 : 11-A Randolph Street
Sutter Creek, Ca 95685 : 209 267 9038

BD OF SUPERVISORS

2013 JUL 30 02:37:10

OFFICIAL RECORDS
AMADOR COUNTY

EXECUTIVE DIRECTOR

Terra Easton Forgette

EXECUTIVE BOARD

President
Christie Lane, Amador City

Vice President
Kelly Langelier, Pioneer

Secretary
Cindy Cass, Sutter Creek

Treasurer
Sue Kendall, Drytown

DIRECTORS

DeDe Doran, Sutter Creek
Millie Butler, Jackson
Sharon Galligan, Jackson
Sue Lagomarsino, Sutter Creek
Nan Muzinich, Sutter Creek
Diane Olsen, Sutter Creek
Linda Rianda, Sutter Creek
Chuck Swiderski, Volcano
Kevin Fritson, Jackson
Erika Lott, Lone

HONORARY DIRECTORS

Jim Guidi, Hometown Radio
Jack Mitchell, Ledger Dispatch

EVENT COORDINATOR

Sue Duncan

DIRECTOR OF FUND DEVELOPMENT

Penny West

Clerk to the:
Amador County Board of Supervisors
810 Court Street
Jackson, Ca 95642

Dear Ms. Burns,

July 26th, 2013

I am writing to request the Board of Supervisors' renewal of the resolution designating the Amador County Arts Council as the County's partner to the California Arts Council and purveyor of local funding support. Last year's resolution number was 12-076.

We request a reissue of this resolution for the current pyear, using the same resolution wording as previously stated.

Please feel free to contact me if you have any questions.

Thank you,

Terra Forgette
Executive Director
AmadorArts

"Art enhances Life"

AmadorArts is a 501(c)3 non-profit organization. #94-2811333

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:	
8/13/2013	

To: Board of Supervisors

Date: August 6, 2013

Resol

From: Susan C. Grijalva

Phone Ext. 380

(Department Head, please type)

Department Head Signature

Susan C. Grijalva

Agenda Title: Planning Department - Resolution authorizing recordation of Notice of Reclamation Plan Approval for the Jackson Valley Quarry Expansion

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

Public Resources Code Section 2772.7 (SMARA) requires a lead agency to record with the County Recorder a Notice of Reclamation Plan Approval when a reclamation plan or amendment to a reclamation plan is approved by the County. A resolution is needed to authorize the Chairman to sign the required Notice and cause its recording.

Recommendation/Requested Action:

Adopt resolution authorizing the Chairman to sign the Notice of Reclamation Approval and cause the recordation of said document.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman

Counsel

CG

Auditor

GSA Director

Hop

CAO

Risk Management

YMB

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

Planning

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

3F

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes:

Resolution

Ordinance

Other:

Noes

Resolution

Ordinance

Absent:

Comments:

Distributed on

A new ATF is required from

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

Completed by

Department

For meeting

of

ATTEST:

Clerk or Deputy Board Clerk

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
BOARD OF SUPERVISORS

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION) RESOLUTION NO. 13-XXX
OF A NOTICE OF RECLAMATION PLAN)
APPROVAL PURSUANT TO THE SURFACE)
MINING AND RECLAMATION ACT, PUBLIC)
RESOURCES CODE, SECTION 2772.7 FOR THE)
JACKSON VALLEY QUARRY EXPANSION)

WHEREAS, on August 13, 2013 the Board of Supervisors, approved the reclamation plan for the Jackson Valley Quarry Expansion; and

WHEREAS, the Surface Mining and Reclamation Act, Public Resources Code, Section 2772.7 requires the lead agency, upon approval of a reclamation plan or an amendment to a reclamation plan, to record a "Notice of Reclamation Plan Approval" with the county recorder.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby authorize the Chairman to sign the requisite "Notice of Reclamation Plan Approval" and cause the recordation of said document as required.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 13th day of August, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novell, John Plasse, Brian Oneto and
Louis D. Boitano
NOES: None
ABSENT: None

Richard M. Forster, Chairman

ATTEST:
JENIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

Recording requested by, and when recorded,
return this Notice to:

County of Amador
Planning Department
810 Court Street
Jackson, CA 95642

For Recorder's use

NOTICE OF RECLAMATION PLAN APPROVAL

Mining operations conducted on the hereinafter described real property are subject to a reclamation plan approved by the Amador County Board of Supervisors, a copy of which is on file with the Amador County Planning Department, located at 810 Court Street, Jackson, California 95642.

Property Owner(s) of Record: The Reed Leasing Group LLC

Owner of Record of the Mine Operation: George Reed, Inc.

Lead Agency: County of Amador

Description of Real Property: That certain parcel of land described in that Certificate of Merger recorded on April 26, 2013 as Document Number 2013-0003790-00 and as shown on that Record of Survey filed on June 13, 2006 in Book 58 of Maps and Plats at Page 94, both filed in the Office of the Recorder of Amador County.

Map: See Exhibit A, attached hereto.

Vicinity Map: See Exhibit B, attached hereto.

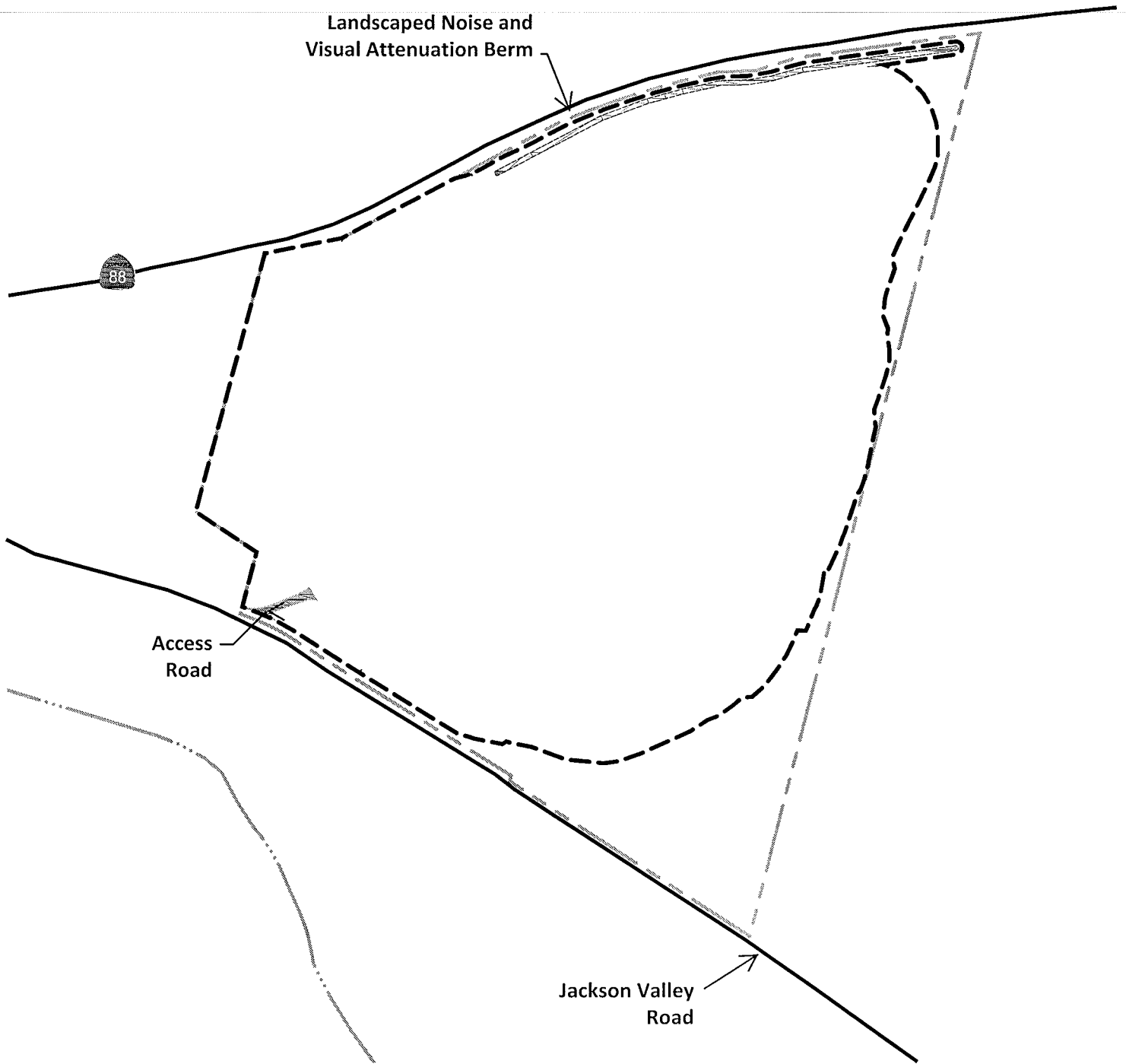
IN WITNESS WHEREOF, Richard Forster, as Chairman of the Board of Supervisors, County of Amador, has caused this Notice of Reclamation Plan Approval to be duly recorded with the Amador County Recorder, in compliance with California Public Resources Code section 2772.7.

Dated _____



By _____

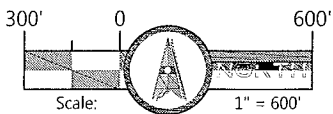
Richard M. Forster, Chairman

Exhibit A - Map



LEGEND

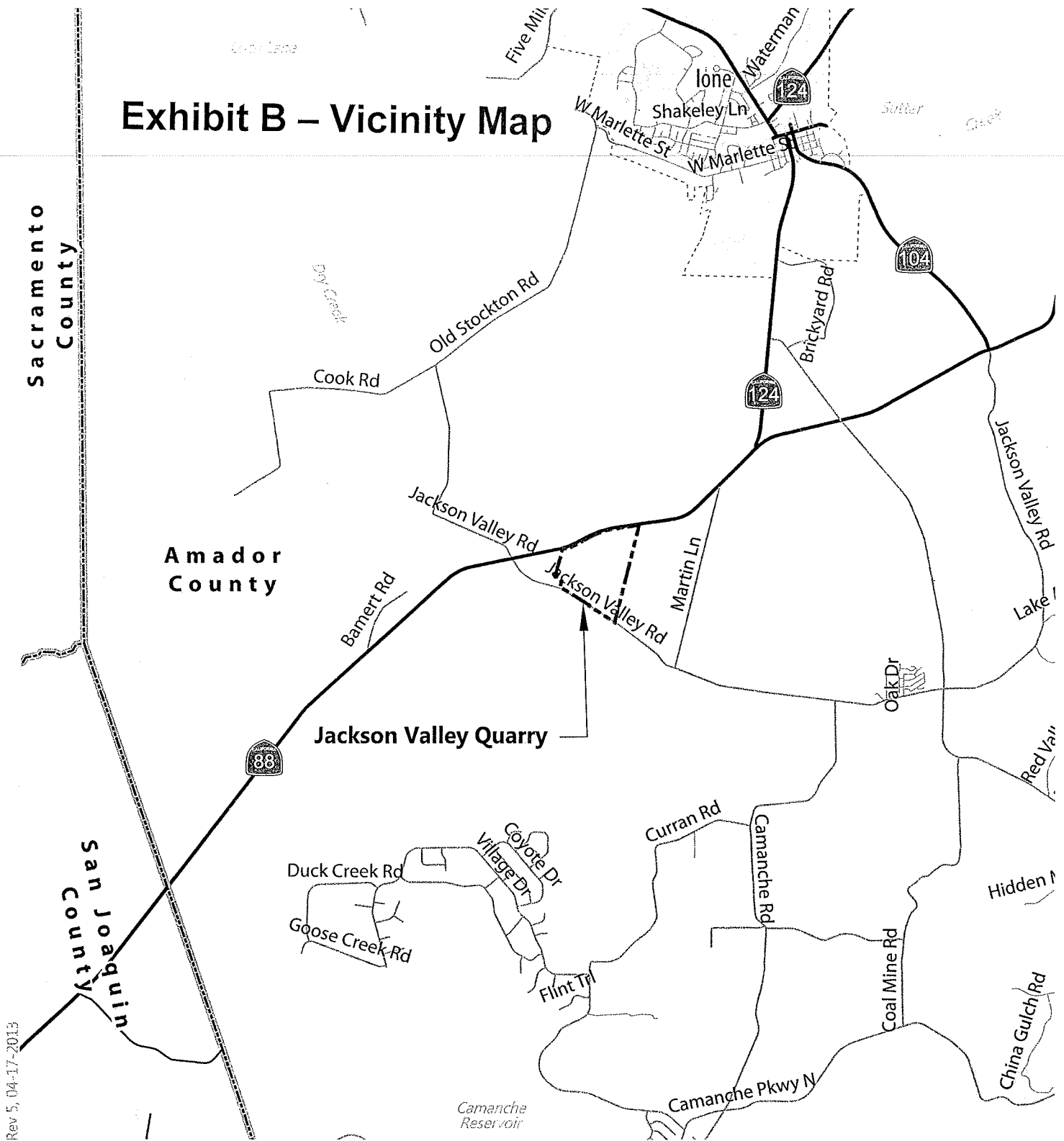
	Site Boundary	159.7 acres
	Surface Disturbance Boundary	±139.0 acres



GEORGE REED, INC.

JACKSON VALLEY QUARRY EXPANSION
RECLAMATION PLAN

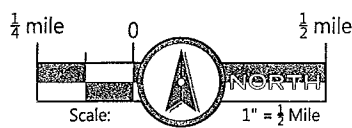
Exhibit B – Vicinity Map



Rev 5, 04-17-2013

SOURCE: ESRI 2009, CAL FIRE 2009, Amador County Department of Information Technology 2010

LEGEND
 - - - - - Site Boundary



BENCHMARK
RESOURCES

Site Location
 JACKSON VALLEY QUARRY
Figure 2