

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 1, 2013

Agmt.

From: Jon Hopkins, Dir.

(Department Head - please type)

Phone Ext. X759

Department Head Signature _____

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

Meeting Date Requested:

08/13/13

Agenda Title: Resource Connection Sublease Approval

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

In accordance with agreed upon term and conditions is the attached Sublease with The Resource Connection located in the Health and Human Services building.

Recommendation/Requested Action:
Approve Sublease with The Resource Connection.

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts N/A

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: Attached - Sublease

Request Reviewed by:

Chairman _____ Counsel _____
 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)

GSA-Jon Hopkins ; Risk

FOR CLERK USE ONLY

Meeting Date August 13, 2013 Time 9 a.m. Item # 4A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

Save

SUBLEASE

THIS SUBLEASE (this "Sublease") is made and entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") as sublessor, and THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a California nonprofit corporation ("Resource Connection") as sublessee. This Sublease shall supersede any agreements between the parties with respect to sublease of the premises described herein.

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

1. Premises.

a. The Premises subleased by Resource Connection is identified as an area consisting of approximately 1,800 square feet located within the premises occupied by County at 10877 Conductor Boulevard, Sutter Creek, California (the "Building"). The Premises are shown on the diagram attached as Exhibit A and incorporated by this reference.

b. In addition, Resource Connection shall have the right to utilize all common areas for the Building, such as staff restrooms and break room. Resource Connection may use conference rooms in the Building on a first-come first-serve basis with the other occupants of the Building. All use by Resource Connection of any common areas or conference rooms shall comply with all policies and regulations applicable to use of those areas.

c. Resource Connection shall have the right to utilize any undesignated parking spaces for the Building in common with all other users of the Building. One parking space near the Premises shall be designated Resource Connection's use for the purpose of ease of moving supplies.

2. Term; Termination. This Sublease shall commence on January 1, 2013 and shall continue until December 31, 2016 unless terminated sooner as provided in this Lease. This Lease may be terminated without cause and for any reason by either County or Resource Connection upon sixty (60) days prior written notice to the other party. However, in the event the Master Lease (defined below) is earlier terminated in accordance with its terms, this Sublease shall automatically terminate on the date of termination of the Master Lease.

3. Rent.

(a) Base Rent: Resource Connection shall pay to County as Base Rent for the Premises a monthly payment of \$2,000.00, payable in advance on the first day of each month at the address stated herein. Base Rent for any period during the term hereof that is for less than one month shall be prorated based on a month of 30 days. In the event this Sublease is executed after the Effective Date, then Resource Connection shall immediately pay to County the

difference, if any, between monthly rent previously paid by Resource Connection and the Base Rent calculated in accordance with this paragraph.

(b) **Increases in Base Rent:** In the event that County's rent is increased under the terms of the Master Lease, then the Base Rent shall be adjusted in the same percentage as County's rent.

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

4. Security Deposit. Waived.

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

6. Utilities. Resource Connection shall pay five percent (5%) of the total cost incurred by County to provide water, sewer, PG&E and refuse collection to the Building. County shall provide the amount of such costs monthly to Resource Connection, and Resource Connection shall render payment for the prior month's utility costs together with the next monthly rental payment due hereunder. At the end of the term hereof, Resource Connection shall promptly render payment of any unpaid utility costs upon presentation from County of the amount due. All such amounts shall be included as Additional Rent under this Sublease. Resource Connection shall pay for all telephone and internet service to the Premises.

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

8. Security.

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

(b) The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). The County of Amador is a "hybrid entity" under HIPAA, and portions of the Building occupied by County will generate and maintain Protected Health Information, as defined in HIPAA. Resource Connection

shall maintain the confidentiality of any Protected Health Information that it may encounter. In the event that Resource Connection becomes aware of the disclosure of Protected Health Information, Resource Connection shall report such disclosure to County's HIPAA Officer. The report shall contain the following information:

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

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

10. Master Lease. County is the lessee of certain real property of which the Premises is a part by virtue of that certain Lease Agreement dated October 17, 2006, as amended by First Amendment to Lease Agreement dated November 21, 2006, and as amended by the Amended and Restated Lease Agreement dated March 4, 2008 (together the "Master Lease"), with SPI/Catlin Martell III, LLC ("Master Landlord") as Lessor. This Sublease is and shall be at all times subordinate to the Master Lease. The terms, conditions and respective obligations of County and Resource Connection to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease that are directly contradicted by this Sublease, in which event the terms of this Sublease shall control. Wherever in the Master Lease the word "Lessor" is used, it shall be deemed to mean County as sublessor herein, and wherever in the Master Lease the word "County" is used, it shall be deemed to mean Resource Connection as sublessee herein. During the term of this Sublease and for all periods subsequent for obligations that have arisen prior to the termination of this Sublease, Resource Connection expressly assumes and agrees to perform and comply with, for the benefit of County a Resource Connection and the Master Landlord, each and every obligation of County under the Master Lease with regard to the Premises, including, without limitation the insurance and indemnity provisions.

11. Insurance and Indemnity.

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

(b) Resource Connection shall indemnify and hold County free and harmless from and against any and all cost, liability, and expense arising in any respect from ACCF's use and/or occupancy of the Premises, including, but not limited to, any attorneys' fees and/or other

litigation expenses County may incur in defending itself against any such claims or actions, unless such cost, liability or expense arises from the sole, active negligence of County.

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

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

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

Resource Connection: Kelli Fraguero, Chief Administrative Director
The Resource Connection
P.O. Box 919
San Andreas, CA 95249

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

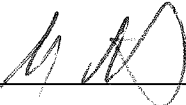
COUNTY OF AMADOR

RESOURCE CONNECTION

By: _____
Chairman, Board of Supervisors
Richard M. Forster

By:  _____
Chairman, Board of Directors

Approved as to form:
Gregory Gillott, County Counsel

By:  _____

Attest:

Jennifer Burns, Clerk of the Amador County
Board of Supervisors

By: _____
Deputy

Exhibit B

Standard Insurance Requirements

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

Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Coverage must include owned autos, non-owned autos and hired autos.

General Provisions:

1. Sublessee's insurance coverage shall be primary insurance as respects the County of Amador, its officers, officials and employees. Any insurance or self-insurance maintained by the County of Amador, its officers, officials or employees shall be in excess of the Consultant's insurance and shall not contribute with it.
2. Commercial General Liability and Automobile Liability policies shall be endorsed to name the (a) County of Amador, its officers, officials, employees, and volunteers as an additional insured and (b) Master Landlord and its property manager, but only insofar as the operations under this Sublease are concerned.
3. Certificates of insurance and endorsements shall refer to this Sublease.
4. Sublessee shall furnish a certificate of insurance satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642-9534 as evidence that the insurance required above is being maintained. Sublessee that the insurance required above shall be in effect at all times during the term of this Sublease. In the event said insurance coverage expires at any time or times during the term of this contract, Sublessee agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Sublease, or for a period of not less than one year.
5. **Certificates of insurance must be on file prior to occupancy** with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 5, 2013

Agmt

From: Jon Hopkins, Director

(Department Head - please type)

Phone Ext. X759

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

Meeting Date Requested:

08/13/13

Department Head Signature _____

Agenda Title: Agreement with Coldwell Banker Award Realtors

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

On July 1, 2013 the Property Committee met and recommended awarding RFP 12-12 and approving an agreement for Real-estate Broker Services to Award Realtors, Inc., DBA Coldwell Banker Award Realtors. Services will only be used if the County decides to sell any of its properties or use Broker for consultative purposes regarding property matters, if necessary.

Recommendation: Award RFP 12-12 and approve agreement for Real-estate Broker Services to Award Realtors, Inc., DBA Coldwell Banker Award Realtors.

Recommendation/Requested Action:

See above

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts N/A

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name Property Committee

Committee Recommendation:

Approve Agreement

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

GSA-Jon Hopkins, Risk

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

4B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

REAL ESTATE BROKER/CONSULTANT SERVICES AGREEMENT

THIS REAL ESTATE BROKER/CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and **Award Realtors, Inc.**, a California Corporation, **DBA Coldwell Banker Award Realtors** (the "Consultant").

RECITALS

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

B. Consultant is in the business of providing real estate broker and consulting services similar to those set forth in this Agreement.

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

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

1. SERVICES TO BE RENDERED BY CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform and provide **professional real estate broker and consulting services** (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement as directed by the General Services Director and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.
- 1.5 Consultant and County acknowledge that portions of the work to be performed hereunder may be subject to payment of prevailing wages in accordance with California law. For all covered work, Consultant must comply with California prevailing wage laws (California Labor Code section 1770 *et seq.*), and must pay and require payment of wages according to prevailing wage rates established by the California Department of Industrial Relations. Consultant is advised to obtain current prevailing wage documents entitled "Basic Trades or Sub-Trades Rates" as determined by the Director of the California Department of Industrial Relations, available for review at: http://www.dir.ca.gov/DLSR/statistics_research.html, or mail to; Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, or call (415) 703-4780. (A copy is also available via the Internet at the Public Works Agency offices). Consultant shall indemnify, defend and hold County harmless from any loss, damage, liability or expense resulting from Consultant's failure to comply with applicable prevailing wage statutes.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing maps, data, existing plans and documents applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors or the General Services Director has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors or General Services Director. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors or General Service Director has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or General Services Director shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of **one (1) year** from the date of execution by County. County reserves the right to terminate this Agreement with or without cause on **thirty (30)** days written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant, or any or its employees or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONSULTANT.

- 5.1 Compensation for the sale of property shall be paid subject to the real estate brokerage commission terms and rates shown on **Attachment B**. The County will not be responsible for any commission shared by any contracted broker or a buyer's broker, and the payment of commission to any co-broker or buyer broker

shall come from the total commission paid to Coldwell Banker Award Realtors (CBAR).

- 5.2 If the sale of any property does not close escrow for any reason, the broker will not be entitled to any compensation. The County will not incur any responsibility for expenses or services rendered by the broker in the performance of property sales. Consultant shall bear all costs for developing their bid, attending meetings, participating in conference calls, media advertising, soliciting buyers, showing property, and completing all paperwork as required to submit an offer or to respond to requests or negotiations by the County when selling property.
- 5.3 Real estate brokerage commission terms and rates shall be in effect for the term of one (1) year from the date of execution of this contract.
- 5.4 Consultant shall submit monthly invoices indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. In the event properties are not sold, and the Broker works as a consultant to assist the County in real property development, leasing, conveyance, or other ancillary service required of the County, compensation to Consultant shall be paid **on a time-and-materials basis, with a cost-not-to-exceed limit for each Project Task performed** in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
- 5.5 County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention as approved by the General Services Director. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this

Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.5 Consultant agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subcontractor by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the County and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent contractor. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subcontractor engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE.
- 11.1 Consultant shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
- 11.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and

blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.

- 11.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.
- 11.1.3 Professional Liability - In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence. If Professional Liability insurance is written on a claims made form, Consultant shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
- 11.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Consultant agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.
- 11.3 Certificates of insurance and policy endorsements must include the following provisions:
 - 11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and
 - 11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
- 11.4 Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Consultant's insurance and shall not contribute with it.
- 11.5 Consultant shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for payment of any self-insured retention. Upon notice of any actual or alleged claim or loss arising out of Consultant's work hereunder, Consultant shall immediately satisfy in full the SIR provisions of the policy in order to trigger policy coverage and defense for the Consultant, additional insureds, and any indemnified party. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, representatives or agents.

13. OWNERSHIP OF PLANS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, advertising, correspondence and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.

14. INDEMNIFICATION. Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.

15. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors,

and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.

16. RESPONSIBILITY FOR ERRORS. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design, drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
18. CONFLICT OF INTEREST. Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
19. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.
20. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant:

**Award Realtors, Inc.
DBA Coldwell Banker Award Realtors
Attn: David Carlson or Tom Blackman
836 N. Hwy 49/88
Jackson, CA 95642**

To County: Department of General Services
Attn: Jon Hopkins
12200-B Airport Road
Jackson, CA 95642

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

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

21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement. If Consultant is a corporation, limited liability company, or general or limited partnership, Consultant shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Consultant authorizing or ratifying the execution of this Agreement.
22. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
23. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
24. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
25. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
26. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR

CONSULTANT:

Award Realtors, a California corporation

BY: _____
Chairman, Board of Supervisors
Richard M. Forster

BY: *David G. Carlson*

Name: David G Carlson

Title: Broker - Owner

Federal I.D. No.: 95-0209520

APPROVED AS TO FORM:
GREG GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: *JAG*

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

The scope of work (the “Work”) shall include the following and any ancillary associated tasks within the generalized scope hereof as shall be agreed upon between Consultant and County:

- Purchasing, marketing and sales of real estate owned or to be acquired by the County;
- Communicate, advise and negotiate with Sellers, Purchasers, Developers, Investors, Lessees and other Public Agencies in the real estate transactions on behalf of the County;
- Provide information such as statistics, market analysis, pricing and valuations, financial evaluations, etc.;
- Evaluations of County properties to determine a course of action to sell, develop, lease, mothball, or convey, including itemized monthly activity reports of work performed;
- The Broker must be a member of local Multiple Listings Services (MLS).

Typical duties required to assist the County may include and not be limited to the following:

1. Provide advice on pricing of properties for sale or purchase;
2. Provide advertising at Broker’s expense and property advertisement appropriate for marketing such properties. In some instances additional advertising may be paid by the County upon approval by the County;
3. Provide recommendations to sell, develop, lease, mothball or convey County properties;
4. Analyze and evaluate all offers presented to County and prepare recommendations;
5. Present all offers presented on the County property to County staff and County Counsel, along with analysis and recommendations;
6. Prepare and present any counter-offers or addenda requested by the County;
7. Maintain escrow file for all transactions;
8. Provide accurate land use information as provided by the Community Development Department or other Public Agency;
9. Consult for any land divisions, surveys, inspections, clean up, etc. as may be necessary in connection with specific transactions;
10. Provide information and documents necessary for Escrow in Preparation for closing, in conjunction with County Counsel.

ATTACHMENT B – COMPENSATION

COMMISSION PERCENTAGE RATE

Compensation for the sale of property shall be paid subject to the real estate brokerage commission and terms below.

For any unimproved land parcels that are less than five (5) acres, a total of 10% commission charge shall apply, with an offer to share commission with a cooperating Broker on a 50/50 basis.

For any unimproved land parcels that are more than five (5) acres but less than forty (40) acres, a total of 8% commission charge shall apply, with an offer to share commission with a cooperating Broker on a 50/50 basis.

For any commercial or improved residential properties, a total of 6% commission charge shall apply, with an offer to share commission with a cooperating Broker on a 50/50 basis.

For any transaction in which David Carlson, Tom Blackman, or Neil Carlson represent both the seller and buyer, a 1% reduction from the above stated rates shall apply.

HOURLY CONSULTATION LABOR RATES

Compensation will be made on a time-and-materials basis for each project task with a defined not-to-exceed cost for each project task:

- Job Class David Carlson or Tom Blackman \$150/hour
- Job Class Neil Carlson or any other licensed CBAR agent - \$75/hour
- Job Class Any CBAR clerical staff - \$25/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with assigned Project Tasks will be at the rate of \$.50 cents per mile. Commission percentage rates include mileage reimbursement for the sale of property.

Consultant shall endeavor to use County’s facilities for standard printing and reproduction. If Consultant uses its own copying facilities, in-house charges for prints and reproduction, equipment usage, etc. will be at Consultant’s standard rates for such items.

Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expense will be at cost. Approval of subcontractor work and expenses shall be approved by County prior to the commencement of work.

Monthly invoices will include an itemization of expenses for which reimbursement is being requested.

ATTACHMENT "C"

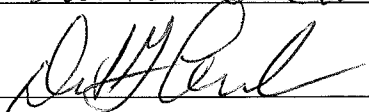
ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGMENT FORM
FOR CONSULTANT

The undersigned, authorized signatory for **Coldwell Banker Award Realtors** (the "Consultant"), certifies as follows:

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

Federal I.D. No.: 95-0209520

Print Name: David G Carlson

Signed:  Date: 9.15.13

Title: Broker - Owner

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:	
08/13/2013	

To: **Board of Supervisors**

Date: 07/24/2013

Agmt

From: James Foley, Director of HHS

Phone Ext. 412

(Department Head - please type)

Department Head Signature _____

James Foley

Agenda Title:

St. Helena Hospital Center for Behavioral Health and Amador County Behavioral Health FY 2013/2014 1st Amendment

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve St. Helena Hospital Center for Behavioral Health 1st Amendment for fiscal year 2013/2014. The contract provides psychiatric in-patient treatment services for clients of Amador County.

This contract changes the term and fee schedule.

Recommendation/Requested Action:

Approval of 1st Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel CG

Auditor EDJ

GSA Director HP

CAO Ch

Risk Management Jones

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

Please return two original 1st Amendments to Angie Grau in Behavioral Health. J Risk

FOR CLERK USE ONLY

Meeting Date

August 13, 2013

Time

9 a.m.

Item #

4C

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and ST. HELENA HOSPITAL & ST. HELENA HOSPITAL CENTER FOR BEHAVIORAL HEALTH, a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 1, 2012, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2014.

2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place:

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

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

COUNTY OF AMADOR

CONTRACTOR:

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

BY: _____
Richard M. ~~Poster~~ Forster
Chairman, Board of Supervisors

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

Federal I.D. No.: 94-1279779

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: Gregory Gillott
Gregory Gillott

BY: _____
Deputy

ATTACHMENT B- Fee Schedule

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

**Host County Rates for St. Helena Hospital (SHH) and St. Helena Hospital Center
 for Behavioral Health (CBH)
 Fiscal Year 2013-2014
 CFO: Edward McDonald, CFO, Vice President of Finance**

St Helena Hospital 10 Woodland Road St. Helena CA 94574	New Approved Rates
Psych Inpatient Adult (A)	\$ 1000.00 per day
Physician Fee (B)	\$ 87.00 per day
Combined rate A + B + C	\$ 1087 per day
Short Doyle Rate	\$ 1087 per day
Admin	\$ 511.85 per day

St Helena Hospital Center for Behavioral Health 525 Oregon Street Vallejo, CA 94590	New Approved Rates
Psych Inpatient Adult, Adolescent & Children (A)	\$ 991.00 per day
Physician Fee Adult, Adolescent & Children (B)	\$ 85.00 per day
Combined rate A + B + C	\$ 1076.00 per day
Short Doyle Rate Adults, Adolescent & Children	\$ 1076.00 per day
Admin	\$ 511.85 per day

Rates: A physician fee is due for everyday of care. Even if the care is administrative.



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Behavioral Health **Date of Request:** 02/14/2013

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

Estimated Total Cost: \$ \$20,000.00 **Proposed Vendor:** St. Helena Hospital

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

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

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

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

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

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

INSTRUCTIONS

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

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. The requested product is standardized in accordance with Section **3.08.260** and the use of

another brand/model would require considerable time and funding to evaluate and change.

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

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

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

These services have been evaluated and determined to be unique due to limited availability in providing service to adult clients with serious psychiatric impairments. In addition, multiple similar services are sometimes needed in order to guarantee bed space or clinical and professional support for the County. The specific unique needs and requirements for utilizing St. Helena Hospital are determined by Behavioral Health professionals.

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

CERTIFICATION:

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

This form was completed by:

DEPARTMENT

APPROVAL: _____

Dept. Head (or Auth. Rep.) / Date

PROCUREMENT

APPROVAL: _____

Procurement Officer / Date

CERTIFICATE OF COVERAGE



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

PARTICIPANT:

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

Alameda County
Amador County
Colusa County
Contra Costa County

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

TYPE OF COVERAGE	COMPANY & TRUST/TRUST NO./TRUSTEE	PERIOD OF COVERAGE	AMOUNT OF COVERAGE	
			OCCURRENCE	AGGREGATE*
HOSPITAL PROFESSIONAL LIABILITY COMPREHENSIVE GENERAL LIABILITY	AHS/WEST TRUST NO. 14969200 WELLS FARGO TRUST	01-01-2013 to 01-01-2014	\$3,000,000	\$10,000,000

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS:

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

Effective: January 01, 2013

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

November 21, 2012

DATE

AUTHORIZED REPRESENTATIVE



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

COMPREHENSIVE GENERAL LIABILITY

This endorsement effective January 01, 2013 (12:01 A.M., Standard time) forms a part of Trust Document No. 14969200 issued by Adventist Health System/West Risk Management.

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

Alameda County
Amador County
Colusa County
Contra Costa County

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

AUTHORIZED REPRESENTATIVE

AGENDA TRANSMITTAL FORM

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

To: Board of Supervisors

Date: August 6, 2013 *Agmt*

From: Aaron Brusatori, P.E.
(Department Head - please type)

Phone Ext. 429

Department Head Signature *Jim McHugh* *for AB*

Agenda Title: Right of Way Agreements for Ridge Rd/NY Ranch Rd - Pincus and Morin

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 In order to widen the roadway and install the signals at the intersection of Ridge Road and New York Ranch Rd, Amador County needs to purchase sliver pieces and obtain temporary construction easements (TCE) from 5 property owners within the boundaries of the project. Two of the five property owners, Pincus and Morin, have agreed to Amador County purchasing these sliver portions and TCE and have signed the agreements.

Recommendation/Requested Action:
Approve the final purchase amounts and authorize the Chairman to sign the agreements

Fiscal Impacts (attach budget transfer form if appropriate)
\$6,700.00 (budgeted)

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Committee Review? Name _____ N/A

Resolution Attached: Yes No N/A

Committee Recommendation: _____

Ordinance Attached: Yes No N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel *GB*

Auditor *ER*

GSA Director *HP*

CAO *CB*

Risk Management *JMT*

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

Public Works, County Counsel *JR*

FOR CLERK USE ONLY

Meeting Date August 13, 2013 Time 9 a.m. Item # 4D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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



1600 Sacramento Inn Way, Suite 216
Sacramento, California 95815
Office: 916/564-9980
Facsimile: 916/564-9985

Transmittal Memorandum

RECEIVED

AUG 06 2013

TRANSPORTATION
& PUBLIC WORKS

Date: August 5, 2013
To: Barbara Belvoir, Sr. Project Engineer
Amador County DOT and Public Works
From: Jason Andrews
Universal Field Services, Inc.
Subject: New York Ranch Road/Ridge Road Intersection Improvement Project
Owner: Morin
Phone: 209-296-4502

*Summary
of Acquisition:*

APN# 042-171-001

Purchase Price: \$3,350.00

In conformance with the approved appraisal.
 *Based on an valuation settlement (administrative
settlement)*
 Construction Requirement Only

Attached herewith are the following documents requiring agency execution

Two original executed Agreement for Purchase of Property
 One Grant Deed
 One Temporary Construction Easement

Project: New York Ranch
Grantor: Morin
Parcel No.: 042-173-011

AGREEMENT FOR PURCHASE OF PROPERTY

This Agreement for Purchase of Property is between the **Amador County, a political subdivision of the State of California** (Grantee), and **Eduardo Morin and Laura Morin, Trustees of the Morin trust dated January 22, 2007** (Grantor).

The parties hereby agree as follows:

1. **PROPERTY.**

For use by Grantee on the New York Ranch Road/Ridge Road Intersection Improvement Project as set forth in the terms and conditions set forth in this Agreement, the Grant Deed more particularly described in the documents delivered herewith, together with such other property interests as may be specified herein (the Property).

2. **DELIVERY OF DOCUMENTS.**

The Deed shall be executed and delivered by Grantor to Jason Andrews, Acquisition Agent for Universal Field Services, acting for the Grantee for the purpose of placing the Deed into escrow. The Deed shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. Grantee shall not be deemed to have accepted delivery of the Deed until such time as the Deed is recorded in the Official Records of Amador County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

This transaction shall be handled through an escrow with First American Title Company, 12180 Industry Boulevard, Suite 53, Jackson, CA c/o Renee Kirk Order No. 0301-4302347. Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that Grantor is not subject to tax withholding under applicable California law.

3. **PURCHASE PRICE AND TITLE.**

The purchase price for the Property under this Agreement is THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,350.00). Upon delivery of the Deed into escrow, Title Company shall promptly deliver to Grantee a current preliminary title report. Grantee shall have ten (10) days in which to review and approve the condition of title. Failure to remove the condition of title within said (10) days shall be deemed approval. Exceptions to title as disclosed in the preliminary title

Agreement for Purchase

Page 2 of 6

report and as approved by Grantee shall be conclusively deemed to be the "Permitted Exceptions".

Grantee shall deliver the purchase price into escrow promptly after delivery of the Deed into escrow. Grantor shall convey good, marketable and insurable fee simple title to the property to Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded, except for the Permitted Exceptions.

Escrow agent shall deliver the purchase price to Grantor, less Grantor's share of prorated taxes and amounts necessary to place title in the condition required by this Agreement, when title to the Property vests in Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the Permitted Exceptions. Good, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions, shall be evidenced by a CLTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if Grantee elects not to obtain a CLTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing fee simple title to the Property vested in Grantee, subject only to the Permitted Exceptions. It shall be a condition precedent to Grantee's obligations under this Agreement that escrow holder is able to issue the Title Policy to Grantee upon the close of escrow.

Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

4. **DEED OF TRUST(S).**

Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

5. **TEMPORARY CONSTRUCTION EASEMENT.**

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the temporary construction easement area described in the documents delivered herewith, for construction of new surface and underground improvements within the road right-of-way.

- (a) Where necessary, improvements in the temporary easement area will be removed by the Grantee. Such improvements will be reconstructed at Grantee's sole expense upon the termination of the temporary easement, or, if reconstruction is not feasible, Grantee will pay Grantor the value of such improvements, which payment shall be in addition to the purchase price for the Property set forth above.

Agreement for Purchase

Page 3 of 6

- (b) All work performed by the Grantee in the temporary easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.
- (c) The temporary construction easement is for a period of six months. Said six months period shall begin upon thirty days written notice to Grantor by the Grantee. In the event Grantee occupies the Property beyond the specified time period, at the request of the Grantor, the Grantee shall make payment to Grantor for the additional time on the same per month basis of valuation for the first six months.

6. PRORATION OF TAXES.

- (a) If Grantee acquires fee title to the Property under the terms, covenants and conditions of this Agreement, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to Grantee, except that where Grantee has taken possession of the Property, taxes shall be prorated as of the date of possession. In the event Grantee acquires an order of possession in an action in eminent domain, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5083.
- (b) Grantor authorizes Grantee to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

7. LEASE WARRANTY.

Grantor warrants that there are no oral or written leases on any portion of the real property and Grantor further agrees to hold harmless and reimburse Grantee for any and all losses or expenses resulting or arising from any lease on the Property.

8. DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.

Grantor consents to the dismissal of any eminent domain action involving the Property and waives any and all claims to any monies that may now be on deposit in such action. The purchase price for the Property and the other consideration set forth herein constitutes a complete settlement of all rights of Grantor to just compensation and to claim, assess or receive severance, inverse condemnation or other eminent domain damages arising from or related to the acquisition of the Property by Grantee.

9. POSSESSION.

Grantee shall have the right of possession and use of the Property including the right to remove and dispose of improvements. Such possession shall commence on acceptance of this contract by the Amador County and deposit of purchase price into escrow.

10. IMPROVEMENTS.

Except as may be otherwise provided herein, the purchase price for the Property includes compensation for any and all improvements.

11. CONFORMANCE.

The driveways, walkways, and lawn areas on Grantor's retained property, if any, shall be reconstructed by Grantee as necessary to conform to street frontage revisions and Grantor's retained property. Said reconstruction shall be provided by Grantee at no expense to Grantor. Permission is hereby granted to Grantee and its authorized agents and contractors to enter upon Grantor's retained property, where necessary, for the purpose of conforming such driveway and walkway areas, and for the purpose of resloping and replanting any affected lawn and landscaped areas.

12. HAZARDOUS WASTE MATERIAL.

The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the Grantee reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or the grantor.

Grantor shall indemnify, defend with counsel acceptable to Grantee and hold harmless Grantee and Grantee's officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of Grantor's breach of any of its representations or warranties set forth in this Section 12, which representations and warranties shall survive close of escrow and recordation of the Grant Deed. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental Grantee to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas. Grantors obligations pursuant to this Section 12 shall survive the close of escrow and recordation of the Grant Deed.

13. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. PUBLIC PURPOSE.

Grantee requires the Property, which is not now appropriated to a public use, for the Project, and Grantee can acquire the Property through the exercise of the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Property.

Both Grantor and Grantee recognize the expense, time, effort and risk to both Grantor and Grantee in resolving a dispute over compensation for the Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

16. GRANTEE AND EXECUTION.

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and Grantee to enter into this Agreement and perform all of its obligations hereunder.

17. ENTIRE AGREEMENT.

This Agreement represents the full and complete understanding of the parties with respect to the Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Property or the Project are revoked and extinguished by this Agreement.

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS

IN WITNESS WHEREOF, the parties have executed this Agreement on this

31 day of July, 2013

**Eduardo Morin and Laura Morin,
Trustees of the Morin trust dated
January 22, 2007**

By: Eduardo Morin
Eduardo Morin, Trustee

By: Laura Morin
Laura Morin, Trustee

Dated 07-31-2013

GRANTEE:

AMADOR COUNTY

BY: _____
Chairman, Board of Supervisors
Richard M. Forster

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

BY: _____
Deputy

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

BY: [Signature]

Recording Requested by:
Amador County Department of Transportation
and Public Works

When recorded, mail to:
Amador County
Department of Transportation and Public Works
810 Court Street
Jackson CA, 95642

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN: 042-173-011
New York Ranch/Ridge
Road Intersection Project

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eduardo Morin and Laura Morin, Trustees of the Morin trust dated January 22, 2007, hereby **GRANT(S)** to the **Amador County, a Political Subdivision of the State of California**, all the real property situated in the unincorporated area of Amador County, State of California, described as follows:

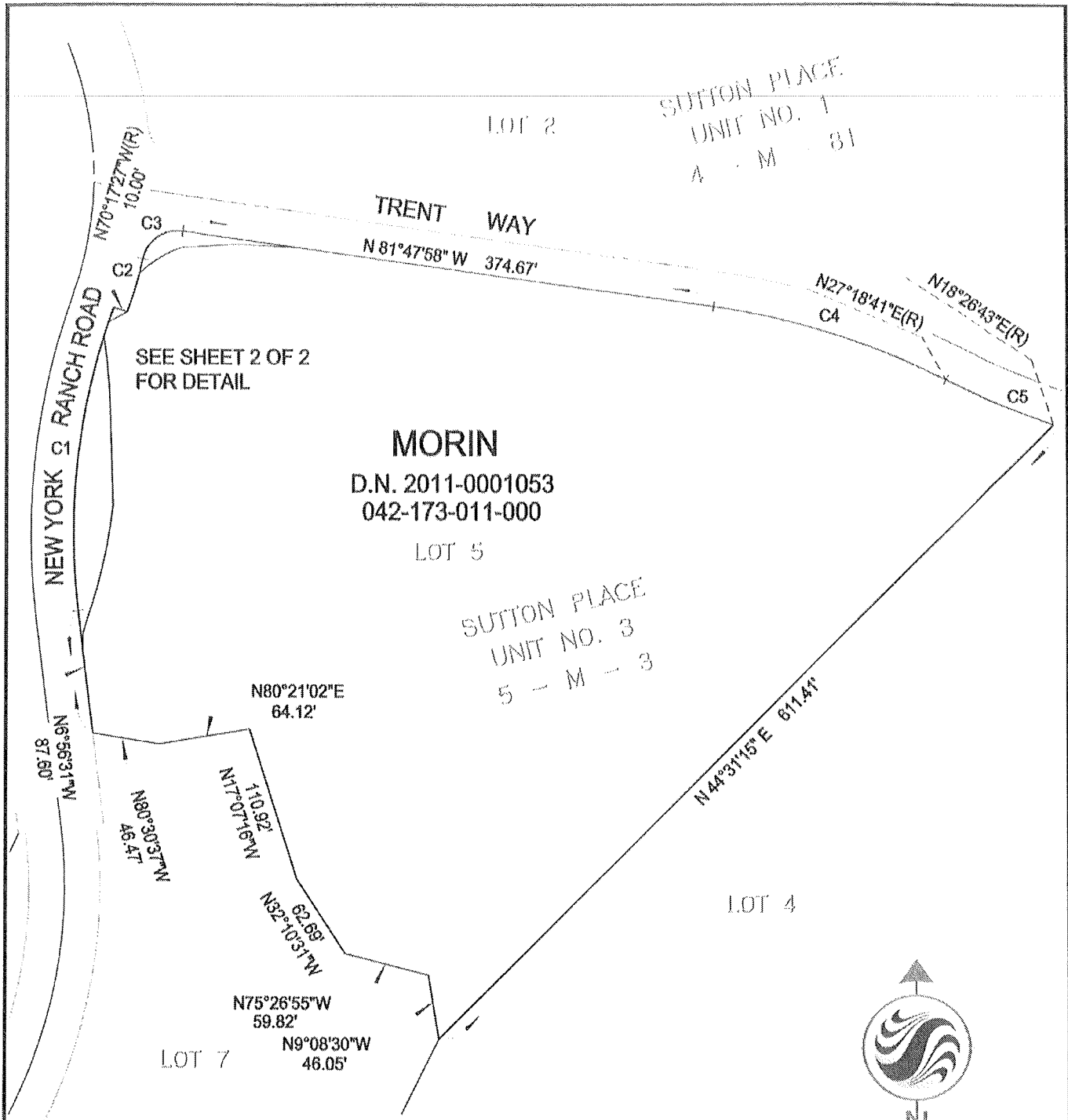
See Exhibit "A" and "B" in corporate by this reference

Dated this 31 day of July, 2013

Eduardo Morin and Laura Morin,
Trustees of the Morin trust dated
January 22, 2007

By: Eduardo Morin
Eduardo Morin, Trustee

By: Laura Morin
Laura Morin, Trustee

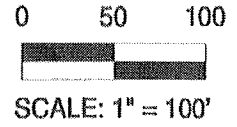


SEE SHEET 2 OF 2
FOR DETAIL

MORIN
D.N. 2011-0001053
042-173-011-000

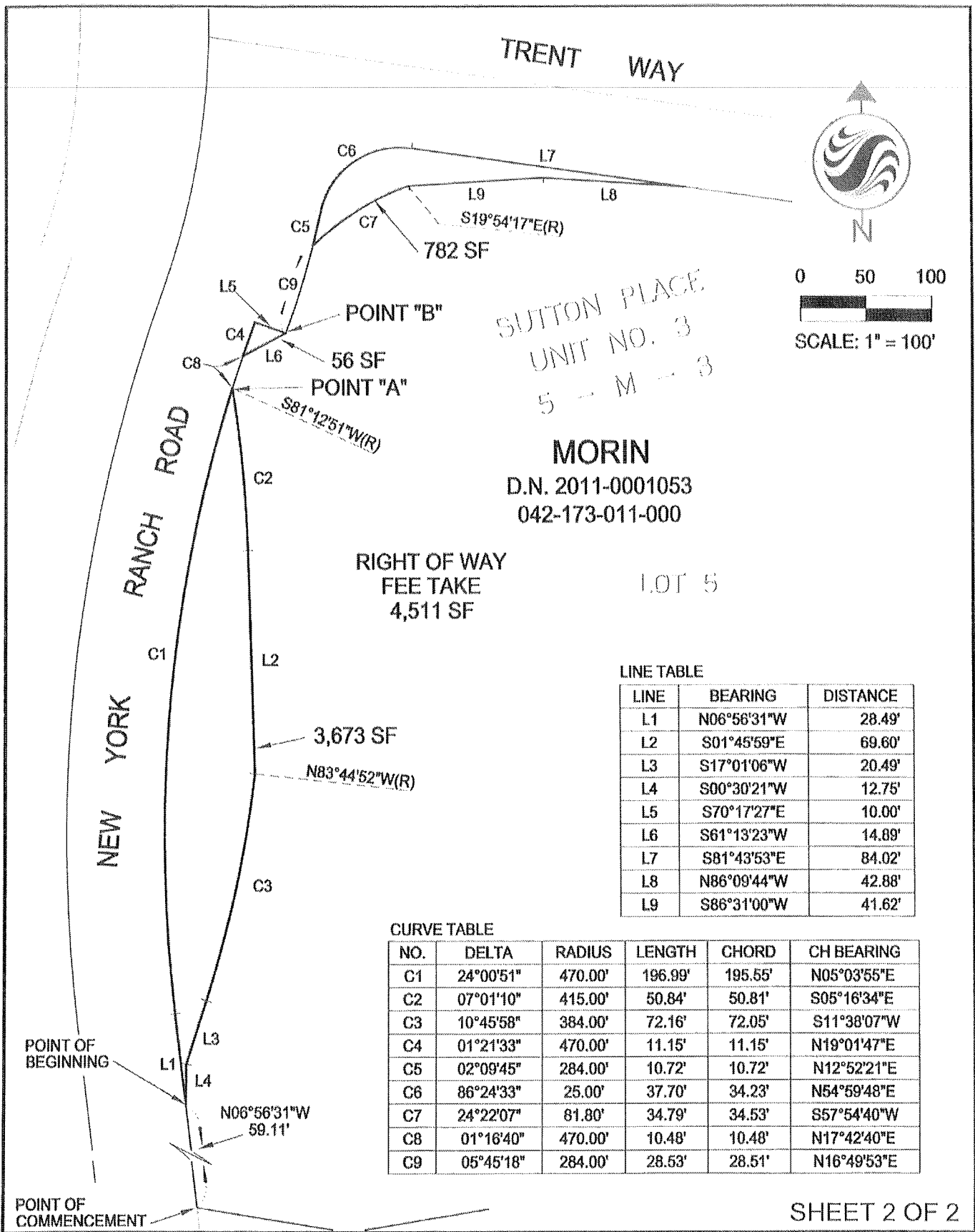
CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	26°39'04"	470.00'	218.62'	216.66'	S06°23'01"W
C2	7°55'04"	284.00'	39.25'	39.21'	N15°45'00"E
C3	86°24'29"	25.00'	37.70'	34.23'	S54°59'47"W
C4	19°06'39"	511.71'	170.68'	169.89'	N72°14'39"W
C5	8°51'58"	525.00'	81.24'	81.16'	S67°07'18"E



SHEET 1 OF 2

 <p>Stantec Consulting Services Inc. 1019 12th Street Modesto, CA U.S.A. 95354 Tel: 209.831.8081 Fax: 209.521.5045 www.stantec.com</p>	<p>V:\2073\active\207300413\dwg\exhibits\Right of Way Acquisitions\morin-FRW1.dwg shallem 3/20/13 8:18</p>		<p>NM</p>	<p>JUNE 2012</p>
	<p>MORIN 13145 TRENT WAY JACKSON, CA 95642 AMADOR COUNTY, STATE OF CALIFORNIA</p>		<p>RIGHT OF WAY FEE TAKE APN 042-173-011-000</p>	



SUTTON PLACE
UNIT NO. 3
5 - M - 3

MORIN
D.N. 2011-0001053
042-173-011-000

RIGHT OF WAY
FEE TAKE
4,511 SF

LOT 5

LINE TABLE

LINE	BEARING	DISTANCE
L1	N06°56'31"W	28.49'
L2	S01°45'59"E	69.60'
L3	S17°01'06"W	20.49'
L4	S00°30'21"W	12.75'
L5	S70°17'27"E	10.00'
L6	S61°13'23"W	14.89'
L7	S81°43'53"E	84.02'
L8	N86°09'44"W	42.88'
L9	S86°31'00"W	41.62'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	24°00'51"	470.00'	196.99'	195.55'	N05°03'55"E
C2	07°01'10"	415.00'	50.84'	50.81'	S05°16'34"E
C3	10°45'58"	384.00'	72.16'	72.05'	S11°38'07"W
C4	01°21'33"	470.00'	11.15'	11.15'	N19°01'47"E
C5	02°09'45"	284.00'	10.72'	10.72'	N12°52'21"E
C6	86°24'33"	25.00'	37.70'	34.23'	N54°59'48"E
C7	24°22'07"	81.80'	34.79'	34.53'	S57°54'40"W
C8	01°16'40"	470.00'	10.48'	10.48'	N17°42'40"E
C9	05°45'18"	284.00'	28.53'	28.51'	N16°49'53"E

SHEET 2 OF 2

EXHIBIT B

LEGAL DESCRIPTION
FOR RIGHT-OF-WAY FEE TAKE

All that certain real property situate, lying, and being a portion of Lot 5 of Unit 1 of Sutton Place as shown on the Official Map filed for record December 12, 1980 in Book 4 of Subdivision Maps, at Page 81, Amador County Records, and as corrected by Certificates of Correction filed for record January 12, 1981 in Book 388, Pages 583, 584, and 585, Amador County Records, being more particularly described as follows:

BEGINNING at a point on the west boundary of said Lot 5 being North 6°56'31" West 59.11 feet from the southwest corner of said Lot 5; thence, along the west boundary of said Lot 5, North 6°56'31" West 28.49 feet, to the beginning of a curve concave to the east, having a radius of 470.00 feet, a central angle of 24°00'51", and a chord bearing and distance of North 5°03'55" East 195.55 feet; thence, along said curve also being along the west boundary of said Lot 5, 196.99 feet, to a point hereinafter called Point "A", said point also being the beginning of a non-tangent curve, concave to the west, from which a radial line bears South 81°12'51" West, having a radius of 415.00 feet, a central angle of 7°01'10", and a chord bearing and distance of South 5°16'34" East 50.81 feet; thence along the arc of said curve, 50.84 feet; thence South 1°45'59" East 69.60 feet, to the beginning of a non-tangent curve, concave to the west, from which a radial line bears North 83°44'52" West, having a radius of 384.00 feet, a central angle of 10°45'58", and a chord bearing and distance of South 11°38'07" West 72.05 feet; thence, along the arc of said curve, 72.16 feet; thence South 17°01'06" West 20.49 feet, thence South 0°30'21" West 12.75 feet, to the point of beginning.

This portion containing 3,673 square feet, more or less.

TOGETHER WITH

COMMENCING at the aforementioned Point "A", said point being on the west boundary of said Lot 5, also being the beginning of a curve concave to the east, having a radius of 470.00 feet, a central angle of 1°16'40", and a chord bearing and distance of North 17°42'40" East 10.48 feet; thence, along the arc of said curve and continuing along the west boundary of said Lot 5, 10.48 feet, to the **POINT OF BEGINNING** said point being the beginning of a curve concave to the east, having a radius of 470.00 feet, a central angle of 1°21'33", and a chord bearing and distance of North 19°01'47" East 11.15 feet; thence, along the arc of said curve and continuing along the west boundary of said Lot 5, 11.15 feet; thence, along a north boundary of said Lot 5, South 70°17'27" East 10.00 feet, to a point hereinafter called Point "B"; thence South 61°13'23" West 14.89 feet, to the point of beginning.

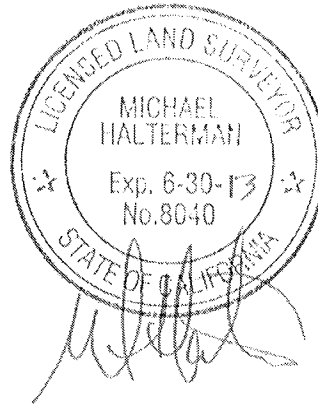
This portion containing 56 square feet, more or less.

TOGETHER WITH

COMMENCING at the aforementioned Point "B", said point being the beginning of a curve concave to the west, from which a radial line bears North 70°17'28" West, having a radius of 284.00 feet, a central angle of 5°45'18", and a chord bearing and distance of North 16°49'53" East 28.51 feet; thence, along the arc of said curve, also being along the west boundary of said Lot 5, 28.53 feet, to the **POINT OF BEGINNING** said point being the beginning of a curve concave to the west, having a radius of

284.00 feet, a central angle of $2^{\circ}09'45''$, and a chord bearing and distance of North $12^{\circ}52'21''$ East 10.72 feet; thence, along the arc of said curve, also being along the west boundary of said Lot 5, 10.72 feet, to the beginning of a curve concave to the southeast, having a radius of 25.00 feet, a central angle of $86^{\circ}24'33''$, and a chord bearing and distance of North $54^{\circ}59'48''$ East 34.23 feet; thence, along the arc of said curve, also being along the northwest boundary of said Lot 5, 37.70 feet; thence, along the north boundary of said Lot 5, South $81^{\circ}43'53''$ East 84.02 feet; thence North $86^{\circ}09'44''$ West 42.88 feet; thence South $86^{\circ}31'00''$ West 41.62 feet, to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South $19^{\circ}54'17''$ East, having a radius of 81.80 feet, a central angle of $24^{\circ}22'07''$, and a chord bearing and distance of South $57^{\circ}54'40''$ West 34.53 feet; thence, along the arc of said curve, 34.79 feet, to the point of beginning.

This portion containing 782 square feet, more or less.



20 MAR 13

ACKNOWLEDGMENT

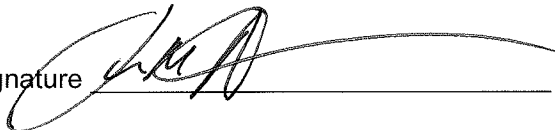
State of California
County of Amador _____)

On July 31, 2013 _____ before me, Jason M Andrews, A Notary Public _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Recording Requested by:
Amador County Department of Transportation
and Public Works

When recorded, mail to:
Amador County
Department of Transportation and Public Works
810 Court Street
Jackson CA, 95642

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN: 042-173-011
New York Ranch/Ridge
Road Intersection Project

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eduardo Morin and Laura Morin, Trustees of the Morin trust dated January 22, 2007, hereby **GRANT(S)** to the **Amador, a Political Subdivision of the State of California** the following described real property situated in County of Amador, State of California:

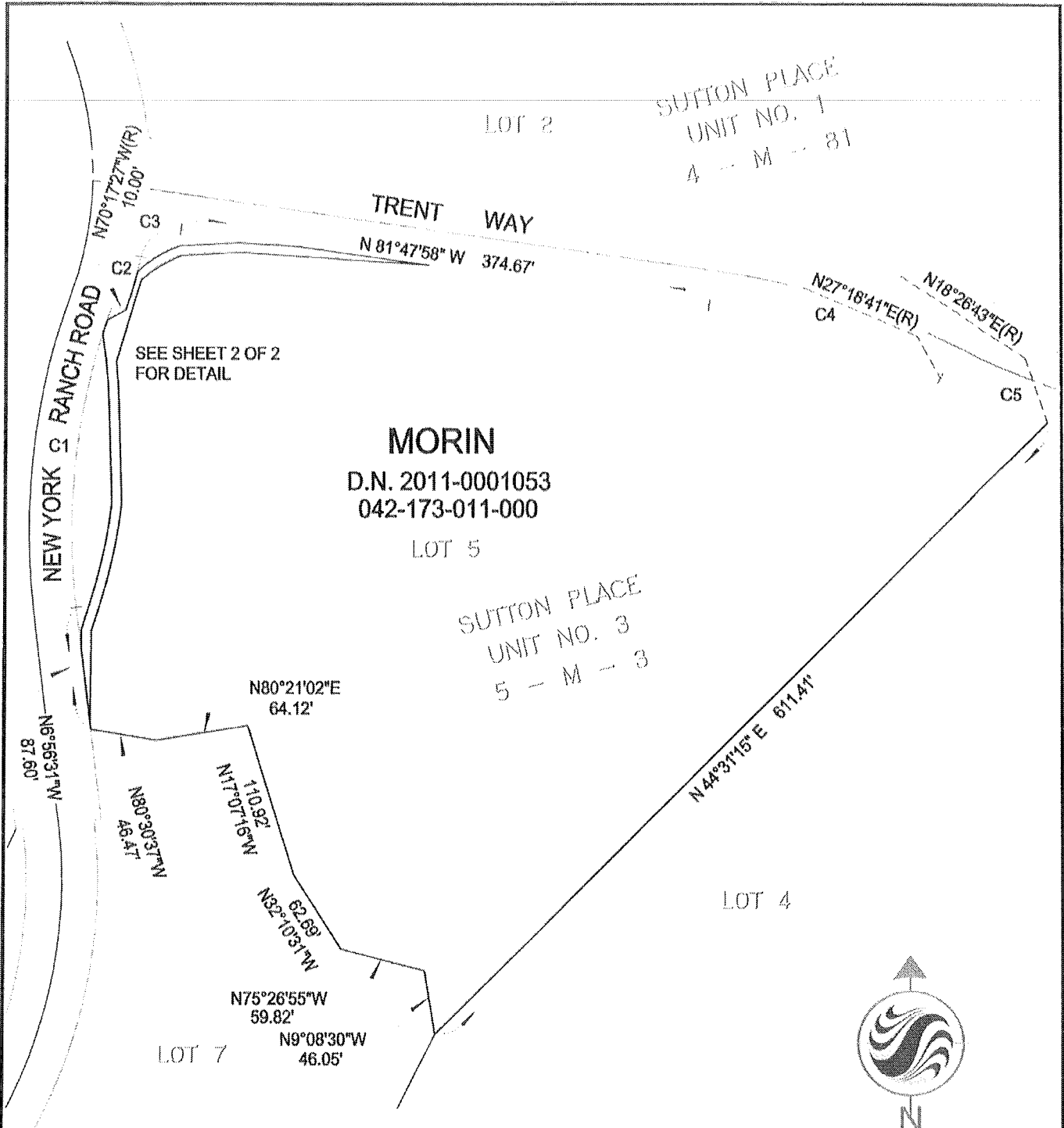
An Easement for the temporary construction, over, upon and across the real property Described in Exhibit "B" and shown on Exhibit "A" attached hereto and made a part hereof:

Dated this 31 day of July, 2013

Eduardo Morin and Laura Morin,
Trustees of the Morin trust dated
January 22, 2007

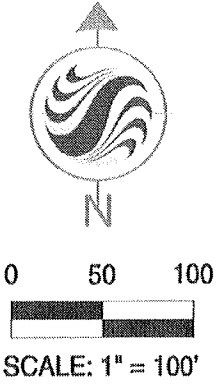
By Eduardo Morin
Eduardo Morin, Trustee

By Laura Morin
Laura Morin, Trustee



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	26°39'04"	470.00'	218.62'	216.66'	S06°23'01"W
C2	7°55'04"	284.00'	39.25'	39.21'	N15°45'00"E
C3	86°24'29"	25.00'	37.70'	34.23'	S54°59'47"W
C4	19°06'39"	511.71'	170.68'	169.89'	N72°14'39"W
C5	8°51'58"	525.00'	81.24'	81.16'	S67°07'18"E



 Stantec	Stantec Consulting Services Inc. 1018 11th Street Modesto, CA U.S.A. 95354 Tel: 209.821.8000 Fax: 209.821.8045 www.stantec.com	MORIN 13145 TRENT WAY JACKSON, CA 95642 AMADOR COUNTY, STATE OF CALIFORNIA	TEMPORARY CONSTRUCTION EASEMENT APN 042-173-011-000	NM JUNE 2012 EXHIBIT NO. A
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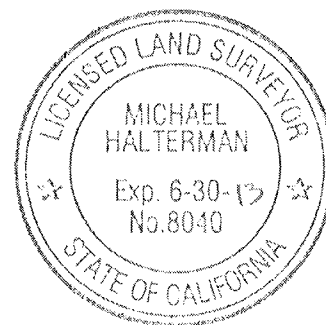
EXHIBIT B

LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over and across portion of Lot 5 of Unit 1 of Sutton Place as shown on the Official Map filed for record December 12, 1980 in Book 4 of Subdivision Maps, at Page 81, Amador County Records, and as corrected by Certificates of Correction filed for record January 12, 1981 in Book 388, Pages 583, 584, and 585, Amador County Records, being more particularly described as follows:

BEGINNING at a point on the west boundary of said Lot 5 being North 6°56'31" West 5.11 feet from the southwest corner of said Lot 5; thence, along the west boundary of said Lot 5, North 6°56'31" West 54.00 feet; thence North 0°30'21" East 12.75 feet; thence North 17°01'16" East 20.49 feet, to the beginning of a curve, concave to the west, having a radius of 384.00 feet, a central angle of 10°45'58", and a chord bearing and distance of North 11°38'07" East 72.05 feet; thence, along the arc of said curve, 72.16 feet; thence North 1°45'59" West 69.60 feet, to the beginning of a curve, concave to the west, having a radius of 415.00 feet, a central angle of 7°01'11", and a chord bearing and distance of North 5°16'34" West 50.81 feet; thence, along the arc of said curve, 50.84 feet, to a point on the west boundary of said Lot 5, said point also being the beginning of a non-tangent curve concave to the east, from which a radial line bears South 72°55'40" East, having a radius of 470.00 feet, a central angle of 1°16'40", and a chord bearing and distance of North 17°42'40" East 10.48 feet; thence, along the arc of said curve and along the west boundary of said Lot 5, 10.48 feet; thence North 61°13'17" East 14.89 feet, to a point on the west boundary of said Lot 5, said point also being the beginning of a non-tangent curve, concave to the west, from which a radial line bears North 70°17'32" West, having a radius of 284.00 feet, a central angle of 5°45'14", and a chord bearing and distance of North 16°49'51" East 28.51 feet; thence, along the arc of said curve and along the west boundary of said Lot 5, 28.52 feet, to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 44°16'24" East, having a radius of 81.80 feet, a central angle of 24°22'07", and a chord bearing and distance of North 57°54'40" East 34.53 feet; thence, along the arc of said curve, 34.79 feet; thence North 86°31'01" East 41.62 feet; thence South 86°09'44" East 44.19 feet, to a point on the north boundary of said Lot 5; thence, along the north boundary of said Lot 5, South 81°47'58" East 90.70 feet; thence North 86°09'44" West 133.40 feet; thence South 86°31'00" West 41.45 feet, to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 22°53'10" East, having a radius of 103.00 feet, a central angle of 18°04'51", and a chord bearing and distance of South 58°04'24" West 32.37 feet; thence, along the arc of said curve, 32.50 feet; thence South 16°49'42" West 60.85 feet, to the beginning of a non-tangent curve, concave to the west, from which a radial line bears South 84°02'08" West, having a radius of 422.00 feet, a central angle of 4°11'54", and a chord bearing and distance of South 3°51'56" East 30.92 feet; thence along the arc of said curve, 30.92 feet; thence South 1°45'59" East 70.08 feet, to the beginning of a non-tangent curve, concave to the west, from which a radial line bears North 83°49'12" West, having a radius of 391.00 feet, a central angle of 10°50'18", and a chord bearing and distance of South 11°35'57" West 73.85 feet; thence, along the arc of said curve, 73.96 feet; thence South 17°01'06" West 19.47 feet, thence South 0°30'21" West 65.28 feet, to the point of beginning.

Containing 3,306 square feet, more or less.



[Handwritten signature]
11 APR 13

ACKNOWLEDGMENT

State of California
County of Amador)

On July 31, 2013 before me, Jason M Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)





1600 Sacramento Inn Way, Suite 216
Sacramento, California 95815
Office: 916/564-9980
Facsimile: 916/564-9985

Transmittal Memorandum

Date: August 5, 2013

To: Barbara Belvoir, Sr. Project Engineer
Amador County DOT and Public Works

From: Jason Andrews
Universal Field Services, Inc.

Subject: New York Ranch Road/Ridge Road Intersection Improvement Project

Owner: Pincus

Phone: 209-304-5414

RECEIVED

AUG 06 2013

TRANSPORTATION
& PUBLIC WORKS

Summary of Acquisition:

APN# 042-171-001

Purchase Price: \$3,350.00

In conformance with the approved appraisal.
 *Based on an valuation settlement (administrative
settlement)*
 Construction Requirement Only

Attached herewith are the following documents requiring agency execution

One Grant Deed
 One Temporary Construction Easement

Project: New York Ranch
Grantor: Pincus
Parcel No.: 042-171-001

AGREEMENT FOR PURCHASE OF PROPERTY

This Agreement for Purchase of Property is between the **Amador County, a political subdivision of the State of California** (Grantee), and **David C. Pincus and Laura Clark, Trustees of the David C. Pincus and Laura Clark Family Trust - 2007** (Grantor).

The parties hereby agree as follows:

1. PROPERTY.

For use by Grantee on the New York Ranch Road/Ridge Road Intersection Improvement Project as set forth in the terms and conditions set forth in this Agreement, the Grant Deed more particularly described in the documents delivered herewith, together with such other property interests as may be specified herein (the Property).

2. DELIVERY OF DOCUMENTS.

The Deed shall be executed and delivered by Grantor to Jason Andrews, Acquisition Agent for Universal Field Services, acting for the Grantee for the purpose of placing the Deed into escrow. The Deed shall be delivered in the manner described in the previous sentence solely for the convenience of the parties. Grantee shall not be deemed to have accepted delivery of the Deed until such time as the Deed is recorded in the Official Records of Amador County, California in accordance with written escrow instructions delivered to escrow by Grantee and Grantor.

This transaction shall be handled through an escrow with First American Title Company, 12180 Industry Boulevard, Suite 53, Jackson, CA c/o Renee Kirk Order No. 0301-4302342. Within five (5) days after this Agreement is executed by Grantee and Grantor, Grantor shall complete, execute and deliver to Escrow Holder (i) an affidavit executed by Grantor certifying that Grantor is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3), and meeting the requirements of Internal Revenue Code Section 1445(b)(2), and (ii) an original Withholding Exemption Certificate (California Form 590 or 590-RE, as applicable), fully executed by Grantor as required by the California Taxation and Revenue Code, certifying that Grantor is not subject to tax withholding under applicable California law.

3. PURCHASE PRICE AND TITLE.

The purchase price for the Property under this Agreement is THREE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,350.00). Upon delivery of the Deed into escrow, Title Company shall promptly deliver to Grantee a current preliminary title report. Grantee shall have ten (10) days in which to review and approve the condition of title. Failure to remove the condition of title within said (10)

Agreement for Purchase

Page 2 of 6

days shall be deemed approval. Exceptions to title as disclosed in the preliminary title report and as approved by Grantee shall be conclusively deemed to be the "Permitted Exceptions".

Grantee shall deliver the purchase price into escrow promptly after delivery of the Deed into escrow. Grantor shall convey good, marketable and insurable fee simple title to the property to Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded, except for the Permitted Exceptions.

Escrow agent shall deliver the purchase price to Grantor, less Grantor's share of prorated taxes and amounts necessary to place title in the condition required by this Agreement, when title to the Property vests in Grantee free and clear of all liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the Permitted Exceptions. Good, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions, shall be evidenced by a CLTA extended coverage owner's policy of title insurance ("Title Policy"), with survey exception if Grantee elects not to obtain a CLTA survey for the Property. The Title Policy shall be in the amount of the Purchase Price, showing fee simple title to the Property vested in Grantee, subject only to the Permitted Exceptions. It shall be a condition precedent to Grantee's obligations under this Agreement that escrow holder is able to issue the Title Policy to Grantee upon the close of escrow.

Grantee shall pay all costs of escrow and recording fees incurred in this transaction.

4. DEED OF TRUST(S).

Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

5. TEMPORARY CONSTRUCTION EASEMENT.

Permission is hereby granted to the Grantee and its authorized agents and contractors to enter on Grantor's land, within the temporary construction easement area described in the documents delivered herewith, for construction of new surface and underground improvements within the road right-of-way.

- (a) Where necessary, improvements in the temporary easement area will be removed by the Grantee. Such improvements will be reconstructed at Grantee's sole expense upon the termination of the temporary easement, or, if reconstruction is not feasible, Grantee will pay Grantor the value of such improvements, which payment shall be in addition to the purchase price for the Property set forth above.

- (b) All work performed by the Grantee in the temporary easement area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.
- (c) The temporary construction easement is for a period of six months. Said six months period shall begin upon thirty days written notice to Grantor by the Grantee. In the event Grantee occupies the Property beyond the specified time period, at the request of the Grantor, the Grantee shall make payment to Grantor for the additional time on the same per month basis of valuation for the first six months.

6. PRORATION OF TAXES.

- (a) If Grantee acquires fee title to the Property under the terms, covenants and conditions of this Agreement, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5081 et seq., as of the recordation of the Grant Deed conveying title to Grantee, except that where Grantee has taken possession of the Property, taxes shall be prorated as of the date of possession. In the event Grantee acquires an order of possession in an action in eminent domain, taxes shall be prorated in accordance with California Revenue and Taxation Code section 5083.
- (b) Grantor authorizes Grantee to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

7. LEASE WARRANTY.

Grantor warrants that there are no oral or written leases on any portion of the real property and Grantor further agrees to hold harmless and reimburse Grantee for any and all losses or expenses resulting or arising from any lease on the Property.

8. DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.

Grantor consents to the dismissal of any eminent domain action involving the Property and waives any and all claims to any monies that may now be on deposit in such action. The purchase price for the Property and the other consideration set forth herein constitutes a complete settlement of all rights of Grantor to just compensation and to claim, assess or receive severance, inverse condemnation or other eminent domain damages arising from or related or the acquisition of the Property by Grantee.

9. POSSESSION.

Grantee shall have the right of possession and use of the Property including the right to remove and dispose of improvements. Such possession shall commence on acceptance of this contract by the Amador County and deposit of purchase price into escrow.

10. **IMPROVEMENTS.**

Except as may be otherwise provided herein, the purchase price for the Property includes compensation for any and all improvements.

11. **CONFORMANCE.**

The driveways, walkways, and lawn areas on Grantor's retained property, if any, shall be reconstructed by Grantee as necessary to conform to street frontage revisions and Grantor's retained property. Said reconstruction shall be provided by Grantee at no expense to Grantor. Permission is hereby granted to Grantee and its authorized agents and contractors to enter upon Grantor's retained property, where necessary, for the purpose of conforming such driveway and walkway areas, and for the purpose of resloping and replanting any affected lawn and landscaped areas.

12. **CONSTRUCTION CONTRACT WORK.**

Replacement of fencing along the new right of way will be part of the project construction.

13. **HAZARDOUS WASTE MATERIAL.**

The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the Grantee reserves the right to recover its clean-up costs from those who caused or contributed to the contamination or the grantor.

Grantor shall indemnify, defend with counsel acceptable to Grantee and hold harmless Grantee and Grantee's officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising in conjunction with or as a result of Grantor's breach of any of its representations or warranties set forth in this Section 13, which representations and warranties shall survive close of escrow and recordation of the Grant Deed. As used in this Agreement the term "hazardous substances" means any and all chemicals, substances, wastes or materials which have been or are hereafter determined by any federal, state or local governmental Grantee to be capable of posing risk of injury to health or safety, including, without limitation, petroleum, asbestos, polychlorinated biphenyls, radioactive materials and radon gas.

Grantors obligations pursuant to this Section 13 shall survive the close of escrow and recordation of the Grant Deed.

14. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

15. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. PUBLIC PURPOSE.

Grantee requires the Property, which is not now appropriated to a public use, for the Project, and Grantee can acquire the Property through the exercise of the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the Property.

Both Grantor and Grantee recognize the expense, time, effort and risk to both Grantor and Grantee in resolving a dispute over compensation for the Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

17. GRANTEE AND EXECUTION.

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and Grantee to enter into this Agreement and perform all of its obligations hereunder.

18. ENTIRE AGREEMENT.

This Agreement represents the full and complete understanding of the parties with respect to the Property and the Project. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives with respect to the Property or the Project are revoked and extinguished by this Agreement.

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS

IN WITNESS WHEREOF, the parties have executed this Agreement on this

_____ day of _____, 20__

**David C. Pincus and Laura Clark,
Trustees of the David C. Pincus and
Laura Clark Family Trust - 2007**

By: 
David C. Pincus, Trustee

By: 
Laura Clark, Trustee

Dated _____

GRANTEE:

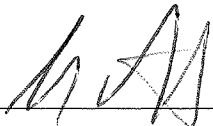
AMADOR COUNTY

BY: _____
Chairman, Board of Supervisors
Richard M. Forster

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

BY: _____
Deputy

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

BY:  _____

Recording Requested by:
Amador County Department of Transportation
and Public Works

When recorded, mail to:
Amador County
Department of Transportation and Public Works
810 Court Street
Jackson CA, 95642

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN: 042-171-001
New York Ranch/Ridge
Road Intersection Project

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, David C. Pincus and Laura Clark, Trustees of the David C. Pincus and Laura Clark Family Trust - 2007, hereby **GRANT(S)** to the **Amador County, a Political Subdivision of the State of California**, all the real property situated in the unincorporated area of Amador County, State of California, described as follows:

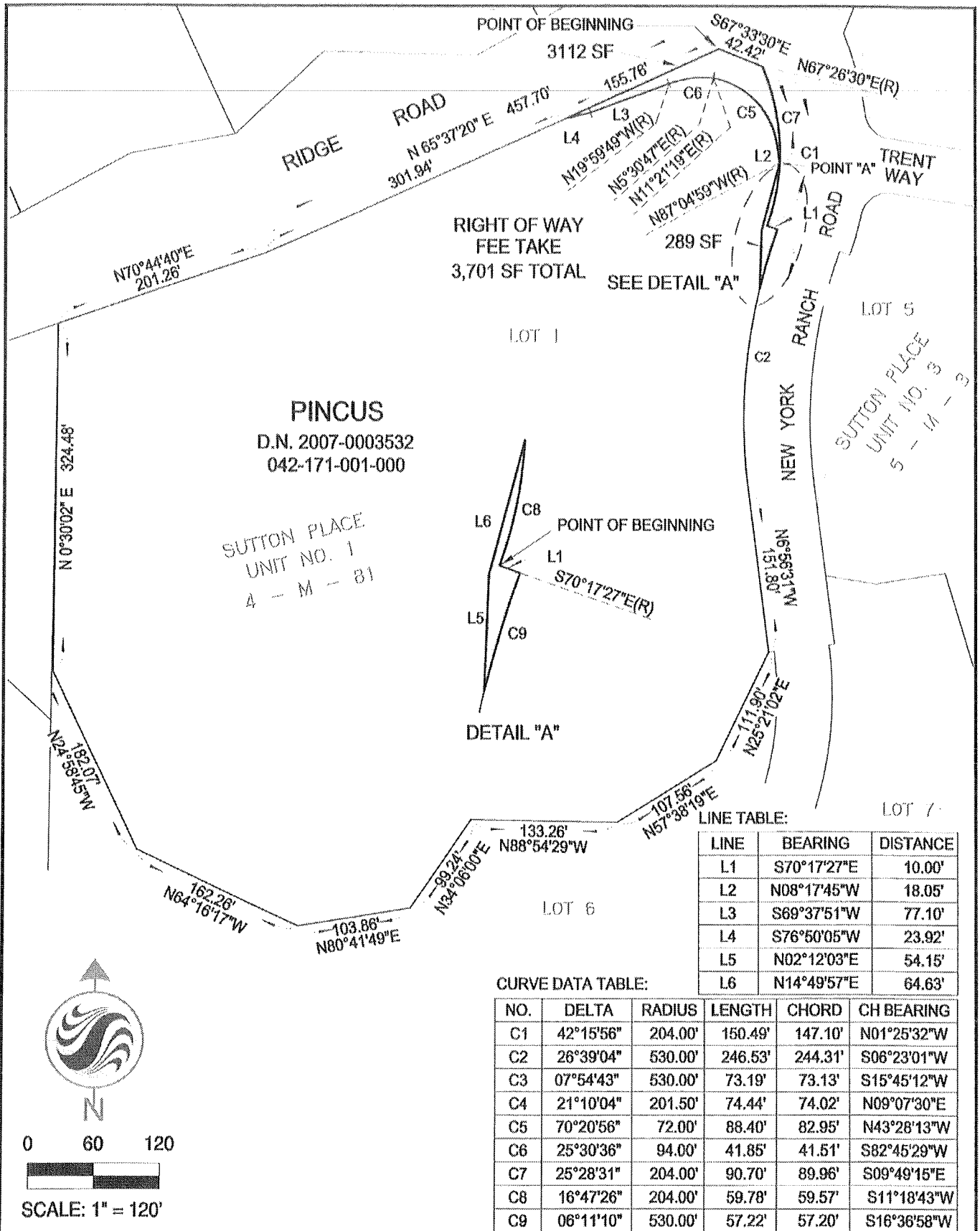
See Exhibit "A" and "B" in corporate by this reference

Dated this 19 day of July, 2013

David C. Pincus and Laura Clark,
Trustees of the David C. Pincus and
Laura Clark Family Trust - 2007

By: 
David C. Pincus, Trustee

By: 
Laura Clark, Trustee



PINCUS
 D.N. 2007-0003532
 042-171-001-000

SUTTON PLACE
 UNIT NO. 1
 4 - M - 81

LOT 5
 SUTTON PLACE
 UNIT NO. 3
 5 - M - 81

DETAIL "A"

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S70°17'27"E	10.00'
L2	N08°17'45"W	18.05'
L3	S69°37'51"W	77.10'
L4	S76°50'05"W	23.92'
L5	N02°12'03"E	54.15'
L6	N14°49'57"E	64.63'

CURVE DATA TABLE:

NO.	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	42°15'56"	204.00'	150.49'	147.10'	N01°25'32"W
C2	26°39'04"	530.00'	246.53'	244.31'	S06°23'01"W
C3	07°54'43"	530.00'	73.19'	73.13'	S15°45'12"W
C4	21°10'04"	201.50'	74.44'	74.02'	N09°07'30"E
C5	70°20'56"	72.00'	88.40'	82.95'	N43°28'13"W
C6	25°30'36"	94.00'	41.85'	41.51'	S82°45'29"W
C7	25°28'31"	204.00'	90.70'	89.96'	S09°49'15"E
C8	16°47'26"	204.00'	59.78'	59.57'	S11°18'43"W
C9	06°11'10"	530.00'	57.22'	57.20'	S16°36'58"W



0 60 120



SCALE: 1" = 120'



Stantec Consulting Services Inc.
 9755 128th Street
 Mechanicsville, CA U.S.A.
 95354
 Tel. 209.821.8000
 Fax. 209.821.8045
 www.stantec.com

V:\2073\ac\207300413\dwg\rights\Right of Way Acquisitions\pincus-RW.dwg shellerman 3/20/13 8:18

PINCUS
 13277 NEW YORK RANCH ROAD
 JACKSON, CA 95642
 AMADOR COUNTY, STATE OF CALIFORNIA

**RIGHT OF WAY
 FEE TAKE**
 APN 042-171-001-000

NM JUNE 2012
 EXHIBIT NO.
A

EXHIBIT B

LEGAL DESCRIPTION
FOR RIGHT-OF-WAY FEE TAKE

All that certain real property situate, lying, and being a portion of Lot 1 of Unit 1 of Sutton Place as shown on the Official Map filed for record December 12, 1980 in Book 4 of Subdivision Maps, at Page 81, Amador County Records, and as corrected by Certificates of Correction filed for record January 12, 1981 in Book 388, Pages 583, 584, and 585, Amador County Records, being more particularly described as follows:

BEGINNING at the most northerly corner of said Lot 1; thence, along the northeasterly boundary of said Lot 1, South 67°33'30" East 42.42 feet, to the beginning of a non-tangent curve concave to the west, from which a radial line bears South 67°26'30" West, having a radius of 204.00 feet, a central angle of 25°28'31", and a chord bearing and distance of South 9°49'15" East 89.96 feet; thence, along the arc of said curve, also being along the east boundary of said Lot 1, 90.70 feet, to a point hereinafter called Point "A"; thence North 8°17'45" West 18.05 feet, to the beginning of a curve concave to the southwest, having a radius of 72.00 feet, a central angle of 70°20'56", and a chord bearing and distance of North 43°28'13" West 82.95 feet; thence, along the arc of said curve, 88.40 feet, to the beginning of non-tangent curve concave to the south, from which a radial line bears South 5°30'48" West, having a radius of 94.00 feet, a central angle of 25°30'36", and a chord bearing and distance of South 82°45'59" West 41.51 feet; thence, along the arc of said curve, 41.85 feet; thence South 69°37'51" West 77.10'; thence South 76°50'05" West 23.92 feet, to a point on the northerly boundary of said Lot 1; thence, along said northerly boundary, North 65°37'20" East 155.76 feet, to the point of beginning.

This portion containing 3,112 square feet, more or less.

TOGETHER WITH

BEGINNING at the aforementioned Point "A", said point being the beginning of a curve, having a radius of 204.00 feet, a central angle of 16°47'26", and a chord bearing and distance of South 11°18'43" West 59.57 feet; thence, along the arc of said curve, also being along the easterly boundary of said Lot 1, 59.78 feet; thence, continuing along the easterly boundary of said Lot 1, South 70°17'27" East 10.00 feet, to the beginning of a non-tangent curve concave to the east, from which a radial line bears South 70°17'27" East, having a radius of 530.00 feet, a central angle of 6°11'10", and a chord bearing and distance of South 16°36'58" West 57.20'; thence, along the arc of said curve, also continuing along the easterly boundary of said Lot 1, 57.22 feet; thence North 2°12'03" East 54.15 feet; thence North 14°49'57" East 64.63 feet, to the point of beginning.

This portion containing 589 square feet, more or less.



ACKNOWLEDGMENT

State of California
County of Amador)

On July 19, 2013 before me, Jason M Andrews, A Notary Public
(insert name and title of the officer)

personally appeared David C. Pincus and Laura Clark,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in
~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (Seal)



Recording Requested by:
Amador County Department of Transportation
and Public Works

When recorded, mail to:
Amador County
Department of Transportation and Public Works
810 Court Street
Jackson CA, 95642

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN: 042-171-001
New York Ranch/Ridge
Road Intersection Project

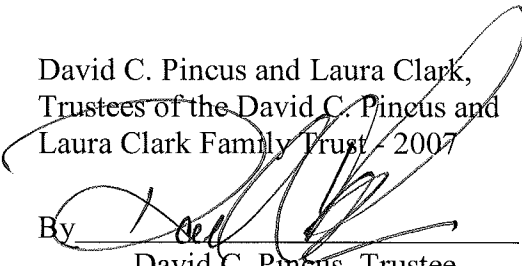
TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, David C. Pincus and Laura Clark, Trustees of the David C. Pincus and Laura Clark Family Trust - 2007, hereby **GRANT(S)** to the **Amador, a Political Subdivision of the State of California** the following described real property situated in County of Amador, State of California:

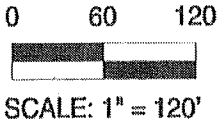
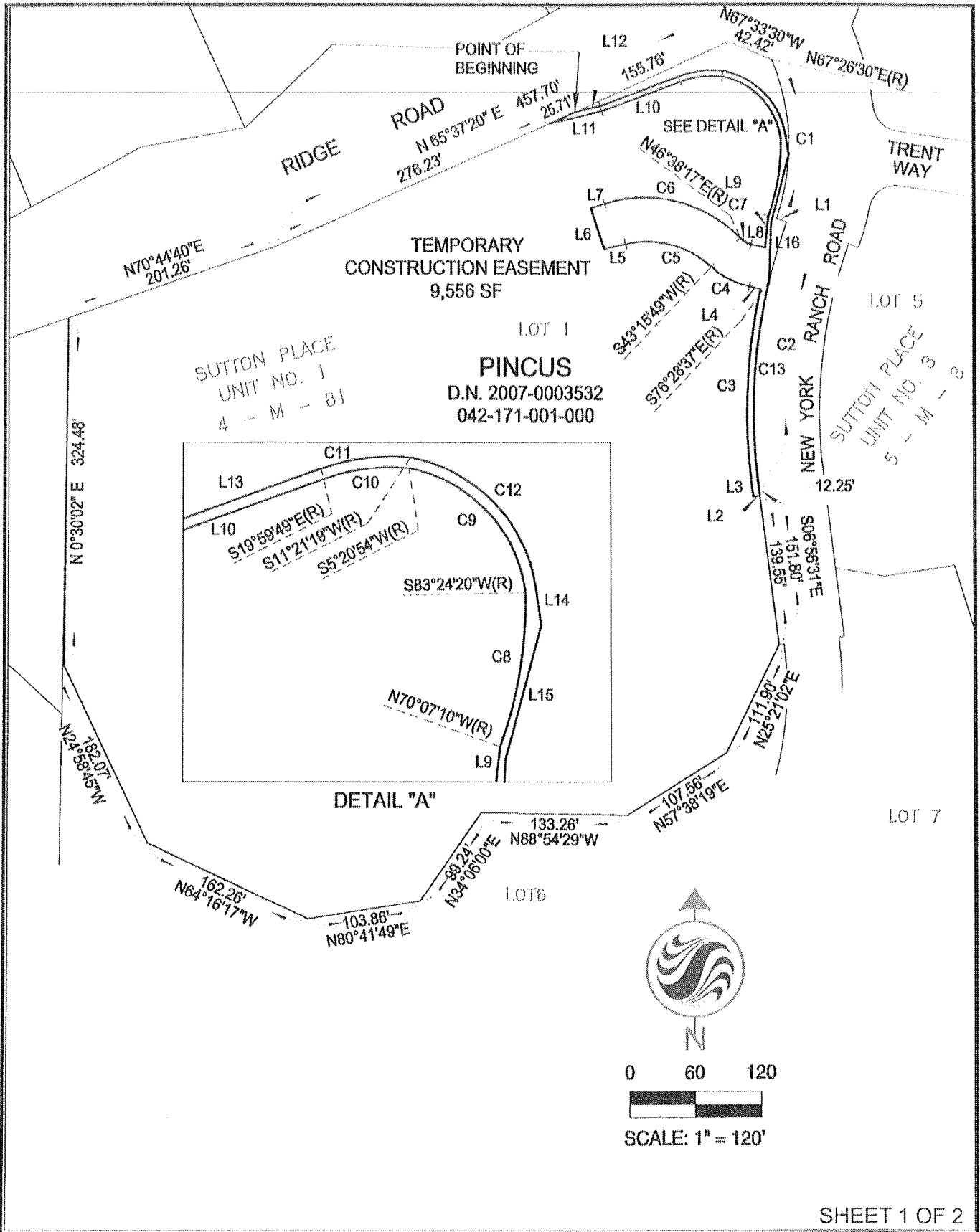
An Easement for the temporary construction, over, upon and across the real property Described in Exhibit "B" and shown on Exhibit "A" attached hereto and made a part hereof:

Dated this 19 day of July, 2013


David C. Pincus and Laura Clark,
Trustees of the David C. Pincus and
Laura Clark Family Trust - 2007

By 
David C. Pincus, Trustee

By 
Laura Clark, Trustee



SHEET 1 OF 2

 <p> Stantec Consulting Services Inc. 1018 12th Street Lafayette, CA U.S.A. 95344 Tel. 209.821.6600 Fax. 209.821.6048 www.stantec.com </p>	<p> V:\2073\active\207300413\dwg\exhibits\Flight of Way Acquisitions\pincus-Cesmt.dwg shallemar 4/8/13 14:51 PINCUS 13277 NEW YORK RANCH ROAD JACKSON, CA 95642 AMADOR COUNTY, STATE OF CALIFORNIA </p>	<p> NM JUNE 2012 TEMPORARY CONSTRUCTION EASEMENT APN 042-171-001-000 </p>	<p> EXHIBIT NO. A </p>
---	--	--	--

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S70°17'27"E	10.00'
L2	S83°03'29"W	6.00'
L3	N06°56'31"W	12.25'
L4	N76°55'11"W	10.74'
L5	S76°37'19"W	19.22'
L6	N17°39'19"W	39.82'
L7	N72°19'15"E	13.10'
L8	S76°27'25"E	13.15'
L9	N06°11'07"E	29.10'
L10	S69°37'51"W	77.38'
L11	S76°50'05"W	49.46'
L12	N76°50'05"E	23.92'
L13	N69°37'51"E	77.10'
L14	S08°17'45"E	18.05'
L15	S14°49'57"W	64.63'
L16	S02°12'03"W	54.15'

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C3	19°29'52"	536.00'	182.40'	181.52'	N02°48'25"E
C4	30°11'00"	75.00'	39.51'	39.06'	N61°49'41"W
C5	56°38'30"	87.00'	86.01'	82.55'	N75°03'26"W
C6	64°19'02"	121.00'	135.83'	128.81'	S75°31'14"E
C7	33°05'43"	20.00'	11.55'	11.39'	S59°54'34"E
C8	21°16'33"	196.50'	72.97'	72.55'	N09°14'34"E
C9	71°49'59"	67.00'	84.00'	78.60'	N42°30'39"W
C10	25°20'43"	89.00'	39.37'	39.05'	S82°40'32"W
C11	25°30'37"	94.00'	41.85'	41.51'	N82°45'29"E
C12	70°50'56"	72.00'	88.40'	82.95'	S43°28'13"E
C13	20°27'54"	530.00'	189.31'	188.30'	S03°17'26"W

SHEET 2 OF 2



Stanfac Consulting Services Inc.
 1025 12th Street
 Modesto, CA U.S.A.
 95354
 Tel. 209.521.6908
 Fax. 209.521.5045
 www.stanfac.com

V:\2073\act\rel\207300413\dwg\exhibits\Right of Way Acquisitions\pincus-Cesmt.dwg shalherman 4/6/13 14:52

NM

JUNE 2012

PINCUS
 13277 NEW YORK RANCH ROAD
 JACKSON, CA 95642
 AMADOR COUNTY, STATE OF CALIFORNIA

TEMPORARY
 CONSTRUCTION EASEMENT
 APN 042-171-001-000

EXHIBIT
 NO.

A

EXHIBIT B

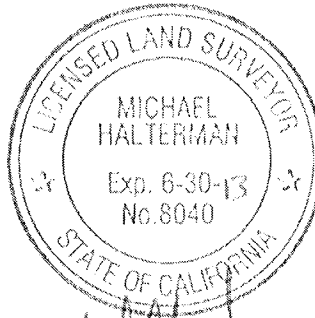
LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over and across a portion of Lot 1 of Unit 1 of Sutton Place as shown on the Official Map filed for record December 12, 1980 in Book 4 of Subdivision Maps, at Page 81, Amador County Records, and as corrected by Certificates of Correction filed for record January 12, 1981 in Book 388, Pages 583, 584, and 585, Amador County Records, being more particularly described as follows:

BEGINNING a point on the northerly boundary of said Lot 1 lying South 65°37'20" West 155.76 feet from the most northerly corner of said Lot 1; thence North 76°50'05" East 23.92 feet; thence North 69°37'51" East 77.10 feet, to the beginning of a non-tangent curve, concave to the south, from which a radial line bears South 19°59'49" East, having a radius of 94.00 feet, a central angle of 25°30'37", and a chord bearing and distance of North 82°40'32" East 41.51 feet; thence, along the arc of said curve, 41.85 feet, to the beginning of a non-tangent curve, concave to the southwest, from which a radial line bears South 11°21'19" West, having a radius of 72.00 feet, a central angle of 70°50'56", and a chord bearing and distance of South 43°28'13" East 82.95 feet; thence, along the arc of said curve, 88.40 feet; thence South 8°17'45" East 18.05 feet; thence South 14°49'57" West 64.63 feet; thence South 2°12'03" West 54.15 feet, to a point on the easterly boundary of said Lot 1 and the beginning of a non-tangent curve concave to the east, from which a radial line bears South 76°28'37" East, having a radius of 530.00 feet, a central angle of 20°27'54", and a chord bearing and distance of South 3°17'26" West 188.30 feet; thence, along the arc of said curve, also continuing along the easterly boundary of said Lot 1, 189.31 feet; thence, continuing along the easterly boundary of said Lot 1, South 6°56'31" East 12.25 feet; thence South 83°03'29" West 6.00 feet; thence North 6°56'31" West 12.25 feet, to the beginning of a curve concave to the east, having a radius of 536.00 feet, a central angle of 19°29'52", and a chord bearing and distance of North 2°48'25" East 181.52 feet; thence, along the arc of said curve, 182.40 feet; thence North 76°55'11" West 10.74 feet, to the beginning of a curve concave to the north, having a radius of 75.00 feet, a central angle of 30°11'00", and a chord bearing and distance of North 61°49'41" West 39.06 feet; thence, along the arc of said curve, 39.51 feet, to the beginning of a curve concave to the south, having a radius of 87.00 feet, a central angle of 56°38'30", and a chord bearing and distance of North 75°03'26" West 82.55 feet; thence, along the arc of said curve, 86.01 feet; thence South 76°37'19" West 19.22 feet; thence North 17°39'19" West 39.82 feet; thence North 72°19'15" East 13.10 feet, to the beginning of a curve concave to the south, having a radius of 121.00 feet, a central angle of 64°19'02", and a chord bearing and distance of South 75°31'14" East 128.81 feet; thence, along the arc of said curve, 135.83 feet, to the beginning of a curve concave to the north, having a radius of 20.00 feet, a central angle of 33°05'43", and a chord bearing and distance of South 59°54'34" East 11.39 feet; thence, along the arc of said curve, 11.55 feet; thence South 76°27'25" East 13.15 feet; thence North 6°11'07" East 29.10 feet, to the beginning of a non-tangent curve concave to the west, from which a radial line bears North 70°07'10" West, having a radius of 196.50 feet, a central angle of 21°16'33", and a chord bearing and distance of North 9°14'34" East 72.55 feet; thence, along the arc of said curve, 72.97 feet, to the beginning of a non-tangent curve concave to the southwest, from which a radial line bears South 83°24'20" West, having a radius of 67.00 feet, a central angle of 71°49'59", and a chord bearing and distance of North 42°30'39" West 78.60 feet; thence, along the arc of said curve, 84.00 feet, to the

beginning of a non-tangent curve concave to the south, from which a radial line bears South 5°20'54" East, having a radius of 89.00 feet, a central angle of 25°20'43", and a chord bearing and distance of South 82°40'32" West 39.05 feet; thence, along the arc of said curve, 39.37 feet; thence South 69°37'51" West 77.38 feet; thence South 76°50'05" West 49.46 feet, to a point on the northerly boundary of said Lot 1; thence, along said northerly boundary, North 65°37'20" East 25.71 feet, to the point of beginning.

Containing 9,556 square feet, more or less.



A handwritten signature in black ink, appearing to read "Michael Halterman", written below the professional seal.

11 APR 13

ACKNOWLEDGMENT

State of California
County of Amador _____)

On July 19, 2013 _____ before me, Jason M Andrews, A Notary Public _____
(insert name and title of the officer)

personally appeared David C. Pincus and Laura Clark _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)



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: _____	

To: Board of Supervisors
 Date: July 16, 2013

Agmt

From: J.C. Wegner
 (Department Head - please type)

Phone Ext. 515

Department Head Signature _____

Agenda Title: Amendment to agreement with Aramark for inmate meals in the Amador County Jail

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 This is the fourth amendment to the existing agreement with Aramark for providing meals to inmates in custody at the Amador County Jail. This extends the agreement until 2016 and brings insurance requirements to Amador County requirements. Aramark has been providing this service to the Amador County Jail for the past five years.

Recommendation/Requested Action:
Approve amendment #4 and authorize Chairman's signature

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

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>GO</u>
Auditor <u>egg</u>	GSA Director <u>HP</u>
CAO <u>CB</u>	Risk Management <u>YBY</u>

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

FOR CLERK USE ONLY

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

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

Distributed on _____
 Completed by _____
 Department _____
 For meeting _____
 of _____

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

Amendment No. 4 to Management Operating Agreement

THIS AMENDMENT NO. 4 is entered into this ____ day of _____, 2013 by and between the **County of Amador, California** ("County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("Contractor").

WITNESSETH:

WHEREAS, the County and Contractor did on July 22, 2008, enter into an Agreement for the management of the food service operation at the Amador County Jail; (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and,

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth, effective as of July 1, 2013.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Term:** Paragraph ~~8~~⁴ of the Agreement shall be deleted in its entirety and replaced with the following:

⁴

"5. TERM; TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of eight (8) years beginning on July 1, 2008 and ending on June 30, 2016. Either party may terminate this Agreement upon breach or default by the other party, which is not cured within thirty (30) days after receipt of written notice to the defaulting party specifying the nature of such breach or default. Either party may terminate this Agreement without cause on ninety (90) days written notice. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination."

2. **Insurance:** Paragraph of the Agreement shall be deleted in its entirety and replaced with the following:

"11. INSURANCE.

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

11.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractors liability. Commercial Liability Insurance shall be on an "occurrence" form.

11.1.2 Commercial Automobile Liability - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.

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

11.3 Certificates of insurance must include the following provisions:

11.3.1 Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to include the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned. Any insurance coverage (additional insured or otherwise) that Contractor provides for the additional insureds shall only cover insured liability assumed by Contractor in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the additional insureds.

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

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

11.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.


3. Except as hereinabove provided, said Agreement is hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

**County of Amador
State of California**

By: _____


Mark R. Adams
Vice President, Finance

By: _____

Richard Forster
Chairman, Board of Supervisors

By: _____


Martin A. Ryan
Sheriff

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Deputy

Attachment A
Amador County, California
July 1, 2013 through June 30, 2014

County shall pay Contractor the amount per meal as listed below plus applicable sales tax.

<u>Population*</u>	<u>Price per Meal</u>
Less than 80 Inmates	To be negotiated
80-99 Inmates	\$2.6624
100-119 Inmates	\$2.5688
120-139 Inmates	\$2.34
140-159 Inmates	\$2.132
160-179 Inmates	\$1.9136

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 6, 2013

Agmt

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

Phone Ext. X759

Department Head Signature

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

Agenda Title: Boundary Line Adjustment Agreement with Edwin Lands, LLC

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

On July 23, 2013 in accordance with Government Code Section 54956.8 the Board of Supervisors agreed to final terms and conditions with Edwin Lands, LLC to adjust boundaries for mutual benefit. Attached for consideration is a Boundary Line Adjustment Agreement that articulates the terms and conditions discussed and agreed upon.

Recommendation: Approved the Boundary Line Adjustment Agreement with Edwin Lands, LLC and authorize the General Services Director to proceed with such actions as necessary and appropriate required to complete the boundary line adjustments.

This one is new.
Jon will send docs later.

Recommendation/Request: _____

Fiscal Impacts (attach budget impact statement)
N/A

Is a 4/5ths vote required? _____

Committee Review?
Name _____
Committee Recommendation _____

Request Reviewed by:

Chairman _____

Auditor EFJ

CAO _____

Fiscal Impacts N/A

Action Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Finance Attached: Yes No N/A

Comments: _____

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

GSA-Jon Hopkins

FOR CLERK USE ONLY

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

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 _____		

Save