

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Budget Matters

Date: 9/11/13

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

Meeting Date Requested:

9/24/13

From: James Rooney
(Department Head - please type)

Phone Ext. 454

Department Head Signature *James Rooney*

Agenda Title: **BUDGET TRANSFER REQUEST**

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
REQUEST TO TRANSFER FROM DATA PROCESSING TRUST FUND #31100 TO FIXED ASSETS FOR THE PURCHASE OF A COMPUTER AND UPGRADES ON FIVE COMPUTERS.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Comments: _____

Committee Recommendation: _____

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>[Signature]</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management _____

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

Assessor's Office; Auditor;

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 1A

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

Distributed on _____	A new ATF is required from _____ Department _____ 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 _____		

DATE: 9/11/2013

REQUESTED BY: James Rooney DEPARTMENT: Assessor

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1220	56200	950		1220	47890	\$950.00	

REASON FOR THE REQUEST:

REQUEST TO TRANSFER FROM DATA PROCESSING TRUST FUND #31100 TO FIXED ASSETS FOR THE PURCHASE OF A COMPUTER
AND UPGRADES ON FIVE COMPUTERS.

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

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
September 24, 2013	

To: Board of Supervisors
 Date: September 5, 2013

Resal

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

Phone Ext. 371

Department Head Signature *George E. Allen*

Agenda Title: Parcel Map No. 2790 for Amador Ridge LLC, successor by merger to SPI/Catlin Martell II, LLC

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The subject agenda item is a request for approval of Parcel Map No. 2790 and accepting and rejecting offers of dedication. The property is located at the northwesterly corner of Industry Boulevard and Prospect Drive, in the Martell area. APN: 44-450-017

Recommendation/Requested Action:

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman <u><i>Rog</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>Ed</i></u>	GSA Director <u><i>Hop</i></u>
CAO <u><i>de</i></u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please transmit two copies of the resolution to Surveying; one set certified.

FOR CLERK USE ONLY

Meeting Date September 24 2013 Time 9 a.m. Item # 3A

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

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

Requested By:
BOARD OF SUPERVISORS
When Recorded Return To:
SURVEYING & ENGINEERING

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

IN THE MATTER OF

RESOLUTION APPROVING PARCEL MAP NO. 2790) RESOLUTION NO. 13-XXX
FOR AMADOR RIDGE LLC, SUCCESSOR BY)
MERGER TO SPI/CATLIN MARTELL II, LLC)
)
AND ACCEPTING AND REJECTING)
OFFERS OF DEDICATION)

WHEREAS, the Board of Supervisors of the County of Amador, State of California has determined that said map is in conformity with the requirements of the County of Amador.

THEREFORE, BE IT RESOLVED by the Amador County Board of Supervisors that said Board hereby approves Parcel Map No. 2790 for Amador Ridge LLC, successor by merger to SPI/Catlin Martell II, LLC.

BE IT RESOLVED by the Board of Supervisors of the County of Amador that all offers of dedication for public utility easements appearing on Parcel Map No. 2790, by Ciro L. Toma, Land Surveyor, dated April, 2013, be and hereby are accepted.

BE IT FURTHER RESOLVED that all others offers of dedication appearing on said map be and hereby are rejected at this time, subject to subsequent acceptance by future resolution of this Board.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 24th day of September, 2013, by the following vote:

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

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST

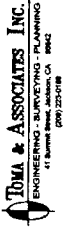
JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County
California

Deputy

PARCEL MAP No. 2790

of
**AMADOR RIDGE, LLC, Successor by Merger
 to SPI/Catlin Martell II, LLC**
 201100007419

BEING A DIVISION OF LOT 3 PER 57-4-22
 AND BEING A PORTION OF THE 1/4 SECTION 34, T11N, R. 11 E., M. 4 D. M.
 COUNTY OF AMADOR, STATE OF CALIFORNIA



April, 2013



NOTES and LEGEND

- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 SET ON THIS SURVEY
- DENOTES FOUND 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 PER 57-4-22
- DENOTES FOUND 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 PER 7-SUBS-89
- () DENOTES A CALCULATED POINT ONLY, NOTHING FOUND ON SET
- () DENOTES RECORDED DATA PER 57-4-22
- () DENOTES RECORDED DATA PER 7-SUBS-89
- DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY
- DENOTES CONTIGUOUS OR DISTANCE TO CENTERLINE
- DENOTES PUBLIC UTILITY EASEMENT
- DENOTES PRIVATE DRAINAGE EASEMENT
- DENOTES BUILDING SETBACK LINE
- DENOTES PROPERTY LINE
- DENOTES ACCESS AND PUBLIC UTILITY AREA PREVIOUSLY OFFERED FOR DEDICATION PER 7-SUBS-89
- DENOTES 30' X 60' COMMON ACCESS AND PUBLIC UTILITY EASEMENT TO LOTS 3A AND 3B
- DENOTES NO ACCESS

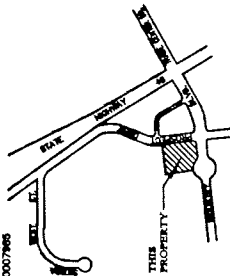
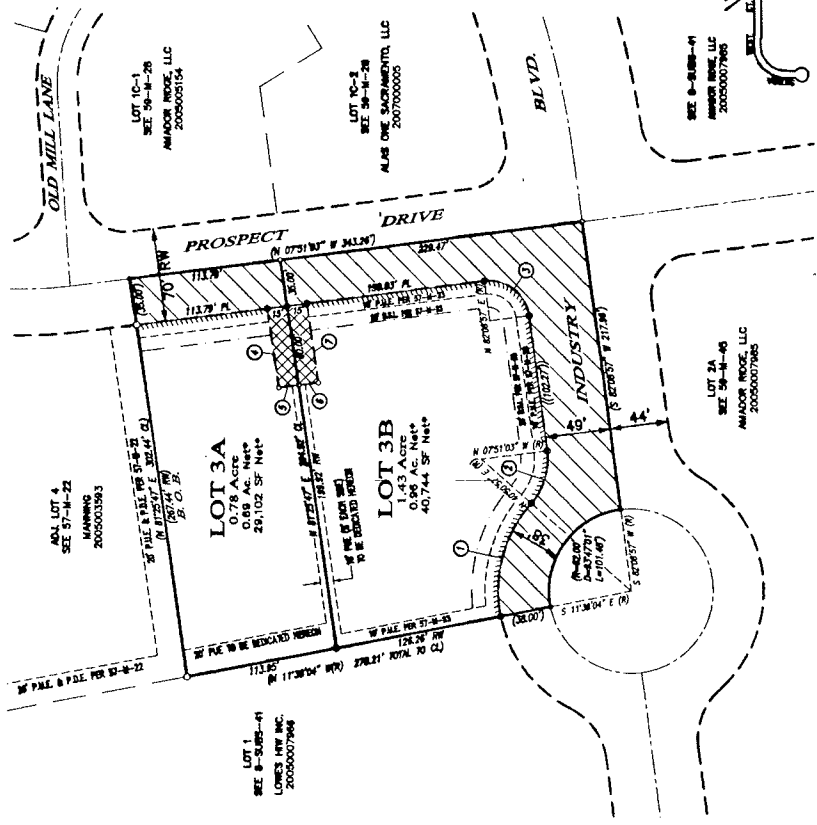
* NET AREAS SHOWN EXCLUDE AREA FOR ACCESS EASEMENT DEDICATIONS ONLY

BASES OF BEARINGS & DISTANCES TO THE CORNER LINE OF ADJUSTED LOT 3 AS SHOWN ON 57-4-22, THE BEARING OF WHICH IS N 81°24'47" E

THE FOLLOWING EASEMENTS ARE NOTED IN PRELIMINARY REPORT ORDER NO. 1415-14014
 1. EASEMENT TO FACER TITL COMPANY AND DATED FEBRUARY 26, 2013 AS AFFECTING THIS PROPERTY:

- 57-4-22 VARIOUS EASEMENTS: BUILDING SETBACKS
- 7-SUBS-89 VARIOUS EASEMENTS: BUILDING SETBACKS
- 2003000195 AIRPORT SAFETY AREA 3, OVER FLOOD ZONE AND INDUSTRIAL USES
- 2004000413 ACCESS AND PUE
- 2004000679 TEMPORARY EASEMENT AGREEMENT
- 20040015200 ACCESS AND PUE
- 20050007117 PUE
- 20050007117 AVIATION AND NOISE EASEMENT
- 20050007117 DEVELOPMENT RESTRICTIONS
- 20050007117 SIGN EASEMENT AGREEMENT
- 20050007134 RECIPROCAL EASEMENTS/MAINTENANCE AGREEMENT
- 20070000003

SHEET 2 OF 2 SHEETS



VICINITY MAP
 NET TO SCALE

DATA TABLE			
1	0.78 AC.	29,102 SF	1.43 AC.
2	0.78 AC.	29,102 SF	1.43 AC.
3	0.78 AC.	29,102 SF	1.43 AC.
4	0.78 AC.	29,102 SF	1.43 AC.
5	0.78 AC.	29,102 SF	1.43 AC.
6	0.78 AC.	29,102 SF	1.43 AC.
7	0.78 AC.	29,102 SF	1.43 AC.

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:	
09/24/13	

To: **Board of Supervisors**

Date: September 11, 2012

Resol

From: Diane Blanc

Phone Ext. 473

(Department Head - please type)

Department Head Signature *Diane Blanc*

Agenda Title: Resolution Relative to Salaries and Fringe Benefits for Management Employees

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approval of the revised Management Resolution to reflect a salary adjustment to the Chief Probation Officer position.

Recommendation/Requested Action:
Approval of new Management Resolution with an effective date of September 1, 2013

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts none

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

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

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel *[Signature]*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management _____

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

HR, Auditor; Probation

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 3B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO)
SALARIES AND FRINGE BENEFITS)
FOR MANAGEMENT EMPLOYEES)

RESOLUTION NO. 13-xxx

BE IT RESOLVED that this resolution is being adopted to reflect a salary adjustment to the Chief Probation Officer position.

	Salary
Agricultural Commissioner/Air Pollution Control Officer	\$9,001
County Surveyor/Chief Deputy Registrar of Voters	\$7,952
Community Development Director	\$9,935
County Counsel	\$11,576
District Attorney, Chief Assistant	\$11,012
General Services Administration Director	\$9,577
Health Human Services Director	\$10,605
Human Resources Director	\$8,858
Information Technology Director	\$9,163
Probation Officer, Chief	\$11,446
Public Services Director	\$7,037
Undersheriff	\$11,446
Veterans Services Officer	\$5,759

TERMS AND CONDITIONS

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Chief Probation Officer, who is appointed and removed by the presiding judge; the County Counsel, who is appointed by the Board of Supervisors to a four-year term; and the Undersheriff, whose tenure is discussed in paragraph 3.B below. These employees shall adhere to all policies and procedures applicable to other County Management employees.

2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.

3. The following terms and conditions apply only to the position of Undersheriff:
 - A. The salary shall be equal to or above the salary established for the position of Captain.
 - B. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
 - C. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - D. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
 - E. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff without notice or hearing. The Board of Supervisors shall not have the right to discipline the Undersheriff for any other reason.
4. The following terms and conditions apply only to the position of Chief Probation Officer:
 - A. The salary shall be equal to the current established salary and any future adjustments to the salary for the position of the Undersheriff.

BENEFIT PACKAGE

5. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered through the County (Local Safety Members for Undersheriff and Chief Probation Officer, Local Prosecutors for Chief Assistant District Attorney, and Local Miscellaneous Members for all other unit members), as such programs may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
 - A. The EPMC shall be 1% for all employees except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. For those employees, the EPMC shall be 3%.
 - B. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent of those provided to Management members, such as the County Administrative Officer, or to elected officials, unless specifically adopted by contract or resolution dated after the effective date of this Resolution.
6. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs

provided to the County's General Unit bargaining group except for the Undersheriff and the Chief Probation Officer, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units.

- A. The County will pay the cost of health, vision, dental, and life insurance for all Management employees and their dependent.
 - B. A cash payment of \$506.82 per month shall be paid to all Management employees in lieu of major medical insurance benefits, provided, however, that employee must have on file with the Auditor an affidavit confirming that other major medical insurance has been obtained.
 - C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
7. **Sick Leave:** Employees herein shall accrue eight (8) hours paid leave of absence for illness or injury to the employee or the employee's minor children for every 174 hours of service, which accrual shall be credited monthly
- A. Unused sick leave shall accrue from year to year.
 - B. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
8. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General bargaining group):
- A. Vacation leave shall be earned and accrued at the rate of sixteen (16) hours of vacation leave for every 174 hours of service
 - B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's vacation leave is below the maximum allowed accrual.
 - C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (#2-230) has been met.
9. **Holiday Leave:** Management employees will receive the same paid holiday leave as the County's General Unit bargaining group with the exception of the Undersheriff, Chief Probation Officer and Chief Assistant District Attorney.
10. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to **non-smoking** Management employees who participate in an organized fitness program or organized weight-reduction program.

EFFECTIVE DATE

11. **Effective Date.** The effective date of this Resolution shall be September 1, 2013.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 24th day of September, 2013 by the following vote:

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

NOES:

ABSENT:

Richard M. Forster, Chairman

ATTEST:

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

Deputy

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:	
09/24/13	

To: Board of Supervisors
 Date: September 10, 2013

Resol.

From: Susan Grijalva
 (Department Head - please type)

Phone Ext. 380

Department Head Signature Susan Grijalva

Agenda Title: McLaughlin Family Trust - Notice of Non-renewal of Williamson Act Contract #137

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Acknowledgement of a Notice of Non-renewal of California Land Conservation Act Contract #137 covering parcels 021-180-045, 021-180-052, and portions of parcels 021-180-051, 021-180-053, and 021-180-054.

The Board voted August 27, 2013, to approve a Boundary Line Adjustment for the McLaughlin Family Trust subject to the following conditions: 1) require a new contract for the proposed 298-acre Agricultural Preserve; 2) require the applicant file a Notice of Non-renewal for the existing 5.0-acre parcel and for the proposed 62.5-, 63.3-, and 120.5-acre parcels; and 3) obtain the recision of the Joint Land Management Agreement in effect for all affected parcels, identified as Document No. 2001-0007857-00 in the Amador County Records.

Approval of the attached Resolution satisfies Condition #2; Condition #3 will be satisfied upon recording of the attached Termination Agreement.

Recommendation/Requested Action:
Adopt Resolution acknowledging receipt of Notice of Non-renewal for a portion of CLCA Contract #137 and authorizing Board Clerk

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____ to sign said Notice.

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name Agricultural Advisory Committee

Committee Recommendation:
Committee recommends approval

Comments: _____

Request Reviewed by:

Chairman <u>[Signature]</u>	Counsel <u>GG</u>
Auditor <u>[Signature]</u>	GSA Director <u>Hop</u>
CAO <u>[Signature]</u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 3C

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

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

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

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

IN THE MATTER OF:

RESOLUTION ACKNOWLEDGING RECEIPT OF)
NOTICE OF NONRENEWAL FOR A PORTION OF)
CALIFORNIA LAND CONSERVATION ACT) RESOLUTION NO. 13-XXX
CONTRACT NO. 137, FROM McLAUGHLIN)
FAMILY TRUST)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby acknowledge receipt of a Notice of Non-renewal for a portion of California Land Conservation Act Contract No. 137, from McLaughlin Family Trust, as attached hereto, and authorize the Clerk of the Board to sign said notice and cause it to be recorded with the County Recorder.

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

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

By: _____

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
PLANNING DEPARTMENT

NOTICE OF NON-RENEWAL

(This form must be completed, all owner's signatures notarized, and the form returned to the Amador County Planning Department, 810 Court Street, Jackson, CA 95642)

This is to notify the County of Amador that pursuant to California Government Code Section 51245, that a portion of the land conservation contract on the property herein described will not be renewed as of **January 1, 2014** and will expire on **January 1, 2023**. The legal description of the affected land subject to said non-renewal is attached hereto as Exhibit A.

Land Conservation Contract No. 137 (portion of)

Agricultural Preserve Map No. 127 (portion of)

Assessor's Parcel No(s). 021-180-045-000;
021-180-051-000 (portion of);
021-180-052-000 (portion of);
021-180-053-000 (portion of);
021-180-055-000 (portion of); and
021-210-059-000

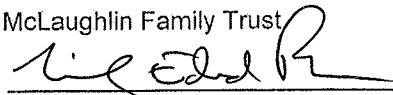
Original Owner(s): Jesse E. McLaughlin and Mary M. Lucot

Current Owner(s)/Address: McLaughlin Family Trust
P.O. Box 756
Jackson, CA 95642

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Signature of each current owner (Attach Acknowledgements for each signature)

Dated: SEPTEMBER 4, 2013

McLaughlin Family Trust
By: 
Michael Edward Ryan, trustee

(NOTARY ATTACHED)

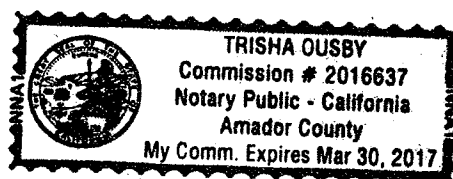
STATE OF CALIFORNIA)
AMADOR COUNTY)ss.

On September 4, 2013, before me, Trisha Ousby
Notary Public, personally appeared Michael Edward Ryan, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the instrument the person, or
the entity upon behalf of which the person 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.

Trisha Ousby
Signature



NOTICE OF NON-RENEWAL

EXHIBIT A

PARCEL 1

The East ½ of the Northeast ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM all that portion thereof conveyed to Joe A. Seng, et ux, by deed recorded December 13, 1971 in Book 219, Page 627, Official Records of Amador County.

ALSO EXCEPTING THEREFROM all that portion thereof conveyed to M. Norma Graber, et al, by deed recorded April 17, 1973 in Book 241, Page 434, Official Records of Amador County.

ALSO EXCEPTING THEREFROM all that portion thereof lying immediately East of and contiguously along that certain agreed boundary line described in Boundary Line Agreement, executed by and between Mary Lucot Ryan, et al, Trustees of the McLaughlin Family Trust, and Gregory P. Zucco, et ux, recorded April 4, 2000, as Instrument No. 2000-003433.

PARCEL 2

The South ½ of the Southeast ¼ of the Northeast ¼, and the Northeast ¼ of the Southeast ¼ of the Northeast ¼ of Section 10, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

The Northwest ¼ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM all that portion thereof lying Easterly, Southeasterly and Southerly of the centerline of Shake Ridge Road, as said Road currently exists.

EXCEPTING THEREFROM all that portion thereof conveyed to M. Norma Graber, et al, by deed recorded April 17, 1973 in Book 241, Page 434, Official Records of Amador County.

ALSO EXCEPTING THEREFROM "PARCEL 1", as shown and delineated on that certain Record of Survey Boundary Line Adjustment for Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust, filed for record July 13, 2001 in Book 54 of Maps and Plats, at Page 8, Records of Amador County.

PARCEL 3

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM all that portion thereof lying Westerly of the centerline of Rams Horn Grade, as said Road currently exists.

All that portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California, lying Easterly of the centerline of Rams Horn Grade, as said Road currently exists.

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM all that portion thereof lying Northerly and Westerly of the centerline of Rams Horn Grade, as said County Road existed on February 9, 1979; as conveyed in deed to Guy C. Walgraeve, recorded February 13, 1979 in Book 347, Page 323, Official Records of Amador County.

PARCEL 4

"PARCEL 1", as shown and delineated on that certain Record of Survey Boundary Line Adjustment for Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust, filed for record July 13, 2001 in Book 54 of Maps and Plats, at Page 8, Records of Amador County.

The County of Amador Planning Department has advised the Clerk of the Board of Supervisors that the forgoing Notice of Non-renewal applies to a portion of the following Land Conservation Contract:

Land Conservation Contract No. **137 (portion of)**

Recorded on **November 28, 1972** as Document No. **7372**, in Book **235** at page **592**, records of the Amador County Recorder.

Agricultural Preserve Map No. **127 (portion of)**

Name(s) of Original Owner(s): Jesse E. McLaughlin and Mary M. Lucot

According to the information provided, such Notice of Non-renewal was served upon the County of Amador by filing the completed Notice with the appropriate processing fees with the Board of Supervisors of the County of Amador on **(date)**.

Dated: _____

Jennifer Burns, Clerk of the Board

(Attach notary acknowledgement for each of the above signatures)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Planning Department
810 Court Street
Jackson, CA 95642

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TERMINATION OF
JOINT AGRICULTURAL MANAGEMENT AGREEMENT

This Termination of Joint Agricultural Management Agreement ("Agreement") is made as of the date written below by Michael Edward Ryan, Trustee of the McLaughlin Family Trust.

RECITALS

A. Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust ("Landowner") and Martin H. Ryan ("Grantee"), entered into a Joint Agricultural Management Agreement, recorded in Amador County Records as Document No. 2001-0007857-00, which was a requirement for creation of a 5.0 acre parcel from a larger parcel subject to a California Land Conservation Act Contract.

B. Michael Edward Ryan, Trustee of the McLaughlin Family Trust, is the successor in interest to both the Landowner and the Grantee in the Joint Agricultural Management Agreement referenced above.

C. The Board of Supervisors for the County of Amador approved a boundary line adjustment on August 27, 2013 involving the six parcels subject to the Joint Agricultural Management Agreement, which terminated the continuing need for the Joint Agricultural Management Agreement because the resulting parcels will be subject to separate California Land Conservation Act Contracts.

D. Michael Edward Ryan, Trustee of the McLaughlin Family Trust, desires to terminate the unnecessary Joint Agricultural Management Agreement.

NOW, THEREFORE, the undersigned states and acknowledges as follows:

1. Recitals. The truth of the recitals set forth above.
2. Termination of Joint Land Management Agreement. The Joint Agricultural Management Agreement, recorded in Amador County Records as Document No. 2001-0007857-00, is hereby terminated.

3. This document supersedes any and all prior discussions, representations, and oral or written agreements, if any, relating to the subject Joint Agricultural Management Agreement.

Executed this 4th day of September, 2013.

McLaughlin Family Trust

By: *Michael Edward Ryan*
Michael Edward Ryan, Trustee

ALL PARTY SIGNATURES ABOVE MUST BE NOTARIZED

The County of Amador hereby acknowledges the accuracy of paragraph C of the Recitals.

COUNTY OF AMADOR
By: Planning Department

By: _____

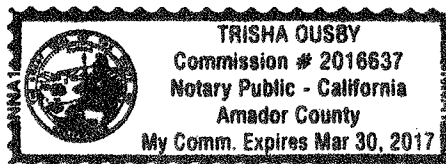
STATE OF CALIFORNIA)
AMADOR COUNTY)ss.

On September 4 2013, before me, Trisha Ousby
Notary Public, personally appeared Michael Edward Ryan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Trisha Ousby
Signature



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:	
09/24/13	

To: Board of Supervisors
 Date: September 10, 2013

Resol

From: Susan Grijalva Phone Ext. 380
(Department Head - please type)

Department Head Signature *Susan Grijalva*

Agenda Title: McLaughlin Family Trust - Williamson Act contract

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Consideration of a new California Land Conservation Act Contract covering parcel 021-180-044, and portions of parcels 021-180-051, 021-180-053, and 021-180-054. Approval of the new Contract will simultaneously remove the same property from Contract #137.

The Board voted August 27, 2013, to approve a Boundary Line Adjustment for the McLaughlin Family Trust subject to the following conditions: 1) require a new contract for the proposed 298-acre Agricultural Preserve; 2) require the applicant file a Notice of Non-renewal for the existing 5.0-acre parcel and for the proposed 62.5-, 63.3-, and 120.5-acre parcels; and 3) obtain the recision of the Joint Land Management Agreement in effect for all affected parcels, identified as Document No. 2001-0007857-00 in the Amador County Records.

Approval of the attached Resolution satisfies Condition #1; Condition #3 will be satisfied upon recording of the attached Termination Agreement.

Recommendation/Requested Action:
Adopt a Resolution approving CLCA Contract #419 and authorizing Board Chairman to sign said contract.

Fiscal Impacts (attach budget transfer form if appropriate) _____
 Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A
 Name Agricultural Advisory Committee
 Committee Recommendation:
Committee recommends approval

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

Request Reviewed by:
 Chairman *Rua* Counsel *GG*
 Auditor *Edk* GSA Director *lop*
 CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date: September 24, 2013 Time: 9 a.m. Item #: 3D
 Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes: _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

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

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
PLANNING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING THE RECISION OF A PORTION OF)
CALIFORNIA LAND CONSERVATION ACT CONTRACT #137 AND)
THE SIMULTANEOUS REENTRY INTO A NEW CALIFORNIA)
LAND CONSERVATION ACT CONTRACT PURSUANT TO A)
BOUNDARY LINE ADJUSTMENT (CONTRACT NO. 419))
McLAUGHLIN FAMILY TRUST) RESOLUTION NO. 13-

WHEREAS, a Record of Survey, Boundary Line Adjustment (Application No. 2011-016) has been approved for McLaughlin Family Trust; and

WHEREAS, the Amador County Board of Supervisors, to eliminate confusion within the filing system, required a new California Land Conservation Act Contract for the parcel as delineated on the Boundary Line Adjustment map; and

WHEREAS, due to the proposed filing of a Notice of Non-renewal for lands included in the original California Land Conservation Act Contract #137, it is more feasible to create a new contract for the land remaining under contract, more specifically described in Exhibit A.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby adopt this resolution requiring a new California Land Conservation Act Contract pursuant to the Boundary Line Adjustment (Application No. 2011-016), and hereby removes the property described in Exhibit A from California Land Conservation Act #137 to be simultaneously reentered into a new California Land Conservation Act Contract #419.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the ____ day of _____, 20 __, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

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

BY: _____

Recording Requested by and Return to:
Planning Department
Amador County
810 Court Street
Jackson, California 95642

Space Above This Line For Recorder's Use

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 419

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this ___ day of ___, 2013, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

McLaughlin Family Trust

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 3009; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Map No. 127, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located, which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution, the ordinances, codes or regulations shall prevail.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from

County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division. to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written

"COUNTY"

COUNTY OF AMADOR, a political
Subdivision of the State of California

By: _____
Chairman, Board of Supervisors

Attest:

By: _____
Clerk of the Board of Supervisors

"OWNERS"

McLaughlin Family Trust

By: *Michael Edward Ryan*
Michael Edward Ryan, Trustee

By: _____

STATE OF CALIFORNIA)
AMADOR COUNTY)ss.

On September 4, 2013, before me, Trisha Ousby
Notary Public, personally appeared Michael Edward Ryan, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the instrument the person, or
the entity upon behalf of which the person 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.

Trisha Ousby
Signature

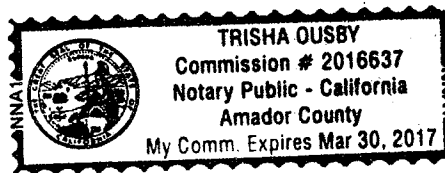


EXHIBIT "A"
LEGAL DESCRIPTION

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM any portion thereof conveyed to Joe A. Seng, et ux, by deed recorded December 13, 1971 in Book 219, Page 627, Official Records of Amador County.

ALSO EXCEPTING THEREFROM all that portion thereof conveyed to M. Norma Graber, et al, by deed recorded April 17, 1973 in Book 241, Page 434, Official Records of Amador County.

All that portion of the Northwest $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California, lying Easterly, Southeasterly and Southerly of the centerline of Shake Ridge Road, as said Road currently exists.

The Southwest $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

EXCEPTING THEREFROM ALL THAT PORTION OF THE Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 11 lying Easterly of the centerline of Rams Horn Grade, as said Road currently exists.

ALSO EXCEPTING THEREFROM "PARCEL 1", as shown and delineated on that certain Record of Survey Boundary Line Adjustment for Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust, filed for record July 13, 2001 in Book 54 of Maps and Plats, at Page 8, Records of Amador County.

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California.

All that portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 7 North, Range 12 East, M.D.B. & M., Amador County, California, lying Westerly of the centerline of Rams Horn Grade, as said Road currently exists.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Planning Department
810 Court Street
Jackson, CA 95642

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TERMINATION OF
JOINT AGRICULTURAL MANAGEMENT AGREEMENT

This Termination of Joint Agricultural Management Agreement (“Agreement”) is made as of the date written below by Michael Edward Ryan, Trustee of the McLaughlin Family Trust.

RECITALS

A. Mary Lucot Ryan and Arthur M. Lucot, Trustees of the McLaughlin Family Trust (“Landowner”) and Martin H. Ryan (“Grantee”), entered into a Joint Agricultural Management Agreement, recorded in Amador County Records as Document No. 2001-0007857-00, which was a requirement for creation of a 5.0 acre parcel from a larger parcel subject to a California Land Conservation Act Contract.

B. Michael Edward Ryan, Trustee of the McLaughlin Family Trust, is the successor in interest to both the Landowner and the Grantee in the Joint Agricultural Management Agreement referenced above.

C. The Board of Supervisors for the County of Amador approved a boundary line adjustment on August 27, 2013 involving the six parcels subject to the Joint Agricultural Management Agreement, which terminated the continuing need for the Joint Agricultural Management Agreement because the resulting parcels will be subject to separate California Land Conservation Act Contracts.

D. Michael Edward Ryan, Trustee of the McLaughlin Family Trust, desires to terminate the unnecessary Joint Agricultural Management Agreement.

NOW, THEREFORE, the undersigned states and acknowledges as follows:

1. Recitals. The truth of the recitals set forth above.
2. Termination of Joint Land Management Agreement. The Joint Agricultural Management Agreement, recorded in Amador County Records as Document No. 2001-0007857-00, is hereby terminated.

3. This document supersedes any and all prior discussions, representations, and oral or written agreements, if any, relating to the subject Joint Agricultural Management Agreement.

Executed this 4th day of September, 2013.

McLaughlin Family Trust

By: *Michael Edward Ryan*
Michael Edward Ryan, Trustee

ALL PARTY SIGNATURES ABOVE MUST BE NOTARIZED

The County of Amador hereby acknowledges the accuracy of paragraph C of the Recitals.

COUNTY OF AMADOR
By: Planning Department

By: _____

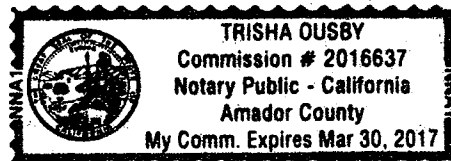
STATE OF CALIFORNIA)
AMADOR COUNTY)ss.

On September 4 2013, before me, Trisha Ousby
Notary Public, personally appeared Michael Edward Ryan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Trisha Ousby
Signature



AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 18, 2013

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

Resol.

Phone Ext. x470

<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>September 24, 2013</u>	

Department Head Signature _____

Agenda Title: Administrative Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of a Resolution removing section 18(B) from the employer-employee relations policy in compliance with the Public Employment Relations Board decision dated July 12, 2013.

Recommendation/Requested Action:

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

Request Reviewed by:

Chairman <u><i>RMF</i></u>	Counsel <u><i>CB</i></u>
Auditor <u><i>EDJ</i></u>	GSA Director <u><i>Hof</i></u>
CAO <u><i>df</i></u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 3E

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____ 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
--	---	--

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

IN THE MATTER OF:

RESOLUTION REMOVING SECTION 18(B) FROM
THE EMPLOYER-EMPLOYEE RELATIONS POLICY
IN COMPLIANCE WITH THE PUBLIC
EMPLOYMENT RELATIONS BOARD DECISION
DATED JULY 12, 2013

RESOLUTION NO. 13 xxxx

WHEREAS, The California Public Employment Relations Board, on July 21, 2013, upheld a prior decision invalidating Section 18(b) of the Amador County Employer-Employee Relations Policy (“ERP”); and

WHEREAS, as part of its decision the Public Employment Relations Board ordered the County to “[r]emove section 18(b) from the ERP.”

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF AMADOR COUNTY, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

1. Section 18(b) of the ERP is hereby stricken and shall no longer be of any force or effect.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 24th day of September, 2013, by the following vote:

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

NOES: None

Chairman, Board of Supervisors

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

Deputy

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:	
09/24/2013	

To: Board of Supervisors
 Date: September 9, 2013

Agmt

From: James Foley, Director of HHS Phone Ext. 412
 (Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: ATCAA and Behavioral Health (Drug and Alcohol Services) agreement for Fiscal Year 2013-2014

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this agreement with Amador Tuolumne Community Action Agency (ATCAA) for Preventative Alcohol and Drug Resistance Programs for the youth of Amador County.

This agreement changes the term and the budget amount is increased by \$18,276.00 from last fiscal year.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *R. J. ...*

Counsel *GG*

Auditor *EJL*

GSA Director *HP*

CAO *[Signature]*

Risk Management _____

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

Please return two original Agreements to Angie Grau in Behavioral Health

FOR CLERK USE ONLY

Meeting Date September 24, 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 _____	A new ATF is required from _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

SERVICES AGREEMENT

THIS 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 AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("A-TCAA"), a joint powers agency (the "Contractor").

RECITALS

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

B. Contractor is in the business of providing drug and alcohol prevention services to the youth of Amador County similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall be from July 1, 2013 through June 30, 2014. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

5.2 Contractor shall submit quarterly invoices no later than thirty (30) days after the last day of the month in which services were rendered. The invoices shall include a detailed description of the services provided during that quarter. Contractor shall submit quarterly surveys and sign-in sheets with each invoice.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated

with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

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

11. INSURANCE.

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

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

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

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

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional

Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

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

11.3 Certificates of insurance must include the following provisions:

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

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

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

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

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

endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$ 1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

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

14. DOCUMENTS AND RECORDS.

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

records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

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

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

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

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

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

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

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: 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**.

17. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment D** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Behavioral Health Department
10877 Conductor Blvd, Suite 300,
Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal

Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

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

To Contractor: AMADOR-TUOLUMNE COMMUNITY ACTION
AGENCY ("A-TCAA")
935 South Highway 49
Jackson, CA 95642
209-223-1485

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

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

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

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

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

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

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

Signatures on following page

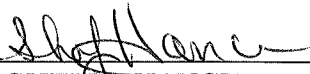
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:
AMADOR-TUOLUMNE COMMUNITY

ACTION AGENCY (A-TCAA), a Joint Powers Agency

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

BY:  _____
SHELLY HANCE, Executive Director

Federal I.D. No.: 94-276-5408

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

SCOPE OF WORK

Amador Tuolumne Community Action Agency Preventative Alcohol and Drug Resistance Programs July 1, 2013 – June 30, 2014

Program Description

The Amador Tuolumne Community Action Agency (ATCAA), a public tax- exempt organization that provides an umbrella of services including: safety net programs, health and human services and youth development programs, will provide drug and alcohol prevention services to the youth of Amador County working in collaboration with the Amador County Behavioral Health Department (ACBH). ATCAA will provide drug and alcohol prevention programming to elementary, middle school and high school youth aimed at reducing the incidence of alcohol and drug use and abuse by this population. The intent of ATCAA is to work cooperatively with the schools, community and other resources to expand these services. ATCAA will provide services appropriate to each targeted population. Described below are the potential services that ATCAA is proposing be delivered to the population as indicated.

Curriculum/Programs Proposed

Developed in 1984, the primary focus of the **Friday Night Live** programs is to form youth/adult partnerships with young people, providing programs rich in opportunities and support, so young people will be less likely to engage in unhealthy, problem behaviors, including drug and alcohol abuse. The goal of FNL is for young people to gain life skills that will give them more opportunity to achieve in school, attend higher education and be problem free and fully prepared to become healthy, productive adults. The Friday Night Live/Club Live programs will initiate programs and activities that educate the general student populations about drug, alcohol and tobacco reduction throughout schools and the community.

Too Good for Drugs is a school-based prevention program for kindergarten through 12th grades that builds on students' resiliency by teaching them how to be socially competent and autonomous problem solvers. Too Good for Drugs focuses on developing personal and interpersonal skills to resist peer pressures, goals setting, decision making, bonding with other, having respect for self and other managing emotions effective communication and social interactions. Additionally, the program provides information about the negative consequences of drug use and the benefits of a nonviolent, drug-free lifestyle. Age appropriate curriculum is provided for each grade level.

Project SUCCESS is designed to prevent and reduce substance use among students 12 to 18 years of age. The program targets students attending alternative high schools how are

at high risk for substance use and abuse due to poor academic performance, truancy, discipline problems, negative attitudes toward school and parental substance abuse. Project SUCCESS is also appropriate for use in regular middle and high schools for a broader range of high risk students. This program includes four components: The prevention education series, school wide activities about the prevalence and acceptability of substance use, a parent program and group/individual counseling.

My Lifepan is a 9 week interactive program, delivered through guided exercises that allow the participants to assess themselves and their readiness for goal setting toward a healthy and drug free lifestyle. This program helps students discover for themselves how to navigate successfully their own path of life, avoid risk-taking behaviors and become successful and thriving adults. My Lifepan addresses these 8 key elements of success: drug and alcohol issues, community service, academic support/study skills, character development/ethics, nutrition, health promotion, career planning and financial literacy

WEB Leadership WEB is a student centered leadership and mentor program founded on the guiding principle that students are an invaluable and untapped resource at their school. WEB believes that students ultimately want to be positive change agents at their schools, but need the structure and permission to do so. At the heart of the WEB program are the WEB Leaders. WEB is an excellent service learning and character development program; students get to serve their school community on multiple levels as well as reflect, consider and understand the impact of their own behavior and lifestyle choices.

Friday Night Live/Club Live chapters the will develop and implement activities and programs promoting drug and alcohol free lifestyles that will be shared with other students in their schools and communities via a social media campaign. This multi-pronged, youth driven campaign will use local radio and newspaper media.

Proposed Objectives

1. **Friday Night Live/Club Live** chapters to be formed at Junior High Schools and High Schools in Amador County. The students participating in the FNL/CL program will consist of the 6th - 12th grade population. These students will develop and implement activities and programs promoting drug and alcohol free lifestyles that will be shared with other students in their schools and communities.
2. The Community School, Independence High Schools and traditional education high school students will receive the **Project SUCCESS** program as deemed appropriate.
3. ATCAA staff will participate in the **WEB Leadership** program at Amador County Schools as deemed appropriate.
4. **Too Good for Drugs** programming will be made available to students in the Kindergarten through 6th grades of the Amador County Unified School District.
5. **My Lifepan** skills are appropriate for all 7-12 grade students and will be implemented on a school site by site basis.

Measures

1. Retrospective and pre/ post testing specific to each program will be administered to the indicated population.
2. The Statewide Youth Development Survey will be given to all Friday Night Live students at the conclusion of the school year
3. FNL/CL County Coordinator will track and input youth prevention data into the Cal OHMS data base for each group on a quarterly basis.

Changes/Actions

1. ATCAA agrees to provide the agreed upon programs to students in the Amador County Unified School District as determined in agreement with Amador County Behavioral Health Services.
2. ATCAA agrees to serve as fiscal and operational agent for the Amador County programs as approved for 2013/2014 by the Behavioral Health Department Director or designee.
3. ATCAA will hire and supervise staff for the Amador County programs.
4. ATCAA will provide program staff with office space.
5. ATCAA will disburse funds for program expenditures authorized by staff in accordance with the budget.
6. ATCAA's County Coordinator for the programs will collect, input and track all data for Cal OHMS youth prevention system.
7. ATCAA will complete quarterly billings for the programs.

ATTACHMENT B

BUDGET

**Preventative Youth Alcohol and Drug Services
July 1, 2013 - June 30, 2014**

Personnel Expenses

Friday Night Live Activities Leader	1.0 FTE	\$30,100
Friday Night Live Activities Leader	.35 FTE	14,100
FNL Assistant	.5 FTE	20,800

Facilities/Operating Expenses

Travel Costs	\$2,500
Rent and Utilities	3,000
Printing	726
Program Supplies	2,200
Insurance	300
Training and Conferences	1,500

Total Direct Expenses \$75,226

Indirect Cost 8,050

TOTAL EXPENSES **\$83,276**

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (“A-TCAA”), a joint powers agency (the “Contractor”), certifies as follows:

1. Contractor has obtained and read a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “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. or Social Security No: 94-2765408

Printed Name: Shelly Hance Date 8/20/13

Title: Executive Director

Signature: 

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2013, made and entered into by and between the County of Amador and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (“A-TCAA”), a joint powers agency (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (“A-TCAA”), a joint powers agency (“Business Associate”) will provide certain services to Amador County Behavioral Health Department (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.

2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations if done by the Covered

Entity. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows:

A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

(1) The disclosure is required by law; or

(2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and

(3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

A. Identify the nature of the unauthorized use or disclosure;

B. Identify the PHI used or disclosed;

C. Identify who made the unauthorized use or received the unauthorized disclosure;

D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;

E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and

F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of investigating or auditing the Covered Entity's compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the

Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

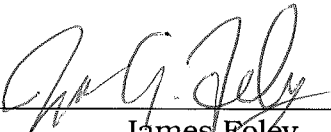
13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Health Services
Department, Behavioral Health Division
("Covered Entity")

AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (A-TCAA), a Joint
Powers Agency ("Business Associate")

By: 
James Foley
Director of Health & Human Services

By: 
SHELLY HANCE, Executive Director

Date: 9/11/13

Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2013

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

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


PRODUCER HUB Int'l Insurance Serv. Inc. 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: Bianca Rodriguez PHONE (A/C, No, Ext): 805-879-9542 E-MAIL ADDRESS: Bianca.Rodriguez@hubinternational.com	FAX (A/C, No): 805-617-1762
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insuranc INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Amador Tuolumne Community Action Agency & Amador Tuolumne Community Resources 935 So. State Highway 49 Jackson, CA 95642		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1023846	05/21/2013	05/21/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1023846	05/21/2013	05/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB421616	05/21/2013	05/21/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fidelity			PHPK1023846	05/21/2013	05/21/2014	\$400,000 Ded. \$5,000
A	D & O Liability EPL Included			PHSD845934	05/21/2013	05/21/2014	\$,000,000 Ded. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Amador County, its officers, employees, and volunteers are named as Additional Insureds under the General Liability and Auto Liability Policies as described in forms attached: CG 20 26 07 04 and CA2048.
 Programs: Community Mentoring Program; Baby Welcome Wagon; Project Family Resource Services; Child Abuse Services; English as a Second Language Classes for CAL/Works/Tanf & Needy Families.

CERTIFICATE HOLDER Amador County Office of Risk Management; Attn:Jackie Friday 810 Court Street Jackson, CA 95642	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Amador County Office of Risk Management; Attn: Jackie Friday 810 Court Street Jackson, CA 95642
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/20/2013	Countersigned By:  (Authorized Representative)
Named Insured: AMADOR TUOLUMNE COMMUNITY ACTION AG	

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 09/11/2013

Agmt

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

Meeting Date Requested:

09/24/2013

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

Phone Ext. 412

Department Head Signature *James A. Foley*

Agenda Title: MOU between Amador County Office of Education and Amador County Behavioral Health Services for FY 13-14

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this MOU with the Amador County Office of Education for the purpose of providing educationally related mental health services to special education students.

Recommendation/Requested Action:

Approval of MOU

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 *[Signature]*

Counsel *CB*

Auditor *[Signature]*

GSA Director *Hop*

CAO *[Signature]*

Risk Management _____

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

Please return two original MOUs to Angie Grau in Behavioral Health

FOR CLERK USE ONLY

Meeting Date

September 24, 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

**MEMORANDUM OF UNDERSTANDING FOR
EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES**

between

Amador County

and

Amador County Office of Education (ACOE)

July 1, 2013

THIS MEMORANDUM OF UNDERSTANDING FOR EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES ("MOU") is made as of _____ between COUNTY OF AMADOR, a political subdivision of the State of California ("County"), acting by and through its Department of Health Services, and Amador County Office Education ("ACOE").

RECITALS

A. ACOE and County each have obligations to provide specified mental health services to children residing within Amador County with ACOE's obligation arising under the Individuals with Disabilities Education Act ("IDEA") and County's obligation arising under applicable California law (e.g. Bronzan-McCorquodale Act, Mental Health Services Act ("MHSA"), Mental Health Services Fund, and Children's Mental Health Services Act) (collectively referred to as "State law").

B. Since 1986, County was responsible to arrange and/or provide educationally-related mental health assessments and services to eligible special education students upon referral by ACOE pursuant to California law and regulations commonly referred to as "AB 3632."

C. The IDEA requires local educational agencies, including ACOE, to provide a free, appropriate public education ("FAPE") to eligible students with disabilities. This MOU is not intended to make County a "public agency" within the meaning of IDEA and/or subject to IDEA's dispute resolution provisions, *except as provided by California Education code section 48645.2 and 56150 or as otherwise provided by State and Federal law.*

D. On October 8, 2010, the California Governor ("Governor") vetoed a fiscal year 2010-2011 appropriation for educationally-related mental health services ("ERMHS"), mandated by AB 3632 and stated that "[t]his mandate is suspended." This veto and suspension of the AB 3632 mandate for fiscal year 2010-2011 was upheld by the California Court of Appeal.

E. On June 30, 2011 the Governor signed AB 114, which provides that AB 3632 is inoperative as of July 1, 2011 and repealed effective January 1, 2012, thereby transferring the responsibility for mental health services for students with disabilities from county mental health agencies to schools. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on county to provide AB 3632 services or on ACOE and/or ACUSD to refer students to county for mental health assessments and services under AB 3632.

F. In March, 2011 the Legislature passed and the Governor signed AB 100, amending the MHSA and Children's Mental Health Services Act, among others, to provide MHSA funding to

counties for mental health services for special education students, with local education agencies to be responsible for the costs of services exceeding AB 100 funds. The provision of AB 100 funds to County does not create a statutory obligation on County to provide FAPE.

- G. The parties desire to enter into this MOU to address the rights and obligations of County and ACOE with respect to the provision of mental health services to special education students who receive such services as part of their Individualized Education Program ("IEP") from ACOE.

NOW, THEREFOR, the parties agree as follows:

1. **Recitals:** The parties acknowledge the truth of the Recitals, which are incorporated by this reference as terms of this MOU.

2. **Services and Funding:**

a. County agrees to provide outpatient ERMHS to ACOE *including assessments, when requested* at the costs set forth on the attached budget (Attachment A). County shall provide only those services identified on student's IEP.

b. County Agrees to meet with ACOE on a quarterly basis to review students and services. *County also agrees to make staff available to attend and participate in IEP meetings for students to whom County is providing services pursuant to the students IEP and this MOU*

c. County has no obligation to fund room and board for residentially placed eligible students. ACOE shall assume full responsibility for room and board services for *students it places in residential facilities for educational purposes.*

d. ACOE is under no obligation to transfer federal IDEA funds to County for fiscal year 2013-2014. Rather the IDEA funds shall be used only for ERMHS for eligible students, including payment for the charges from county or for residential care payments. Under no circumstance shall the exhaustion of IDEA funds excuse any payment to County for services rendered.

e. County shall seek out and apply for other sources of county, state, or federal funding, including but not limited to funding from MediCal and Early and Periodic Screening, Diagnosis and Treatment ("EPSDT"). Such funding and/or reimbursements received by County for services shall offset the total county costs for the services, and the revenue offset shall be reflected in the net costs for services. ~~Funds from AB 100 and the MHSA shall first be used to offset the net costs for services.~~ *RF 8.21.13*

3. **Invoicing:**

a. ACOE will reimburse County for the provision of services rendered from July 1, 2013 to June 30, 2014. This amount shall be referred to as the County Costs. County will bill ACOE quarterly within thirty (30) days after the end of each quarter for services under this

MOU based on services rendered, actual costs and estimated revenues. Payments are due thirty (30) days after receipt of invoice. Funds will be transferred for the payment of these invoices, in a timely manner, once they have been received from the Department of Education.

b. *In any event, County will provide to ACOE, within 15 business days of ACOE's request, records related to the provision of ERMHS services to ACOE students. On a quarterly basis county will provide a record of the provision of ERMHS under this MOU, including for each student the following data: the services provided as described in the student's IEP, the units of service and costs per unit, the student's name, date of birth, provider name, date of service, unit/minutes/mode, cost per minute and service in sufficient detail to enable ACOE to establish a link between the services provided and the individual student's IEP. County is responsible for maintaining all required documentation in accordance with current practice for audit purposes.*

c. Subject to verification by ACOE, ACOE shall reimburse County for the costs that exceed budgeted net cost of services within sixty days of ACOE's receipt of the statement of costs and revenues and report described above. County shall reimburse ACOE for payments received in excess of the net cost of services based on the statement of costs and revenues.

4. **Audit:** ACOE and its auditors will have access to County records supportive of claims filed pursuant to this MOU if required for audit purposes as allowed by state and federal law. County will be responsible for any audit exceptions and/or disallowed claims filed pursuant to this MOU for fiscal year 2013-14 that are the responsibility of county. ACOE will be responsible for any audit exceptions and/or disallowed claims filed pursuant to this MOU for fiscal year 2013-14 that are the responsibility of ACOE. In the event of the need for an audit appeal, county and ACOE will mutually agree upon the most expedient process for resolution. This audit provision shall survive the terms of this MOU.

5. **Referrals and Assessment Reports:** County and ACOE agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as set forth in the IDEA and the California Education Code. County will provide Assessment Reports including recommendations for level of care to ACOE for review five (5) working days before a student's IEP meeting in which mental health services will be considered. County shall comply with IDEA assessment timelines (60 calendar days from parent written consent to the assessment to the completion of the assessment with a report written and provided to ACOE). For students with county services on their IEPs as of July 1, 2011, County agrees to provide ACOE with a summary status report with recommendations for services for review five (5) working days before a student's IEP meeting.

6. **Privacy:** County and ACOE acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 14-109, students' records under the Family Educational Rights and Privacy Act, Section 1232g of Title 20 of the United States Code; and provisions of state law relating to privacy. County and ACOE shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

7. **Indemnity:**

a. County and ACOE shall hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives *past or present*, from and against any and all liabilities, claims, demands, costs, *including attorney's fees*, losses, damages, or expenses, including but not limited to consequential damages, loss of use, extra expense, costs of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *whether past or present*. This indemnity provision shall survive the term of this MOU and is in addition to any other rights or remedies that County or ACOE may have under law and/or this MOU.

b. Participation in due process claims filed by parents on behalf of their children against ACOE is not covered by this indemnity provision. Claims that arise subsequent to June 30, 2012 are part of the duties of ACOE to defend, not County. County agrees to provide reasonable assistance at no additional cost to ACOE, beyond costs authorized by this MOU, to help ACOE defend those claims. *County agrees to cooperate in making staff available to participate as a witness in any due process claim if County- provided ERHMS services to an ACOE student are at issue in the proceeding.*

c. With the unfunded mandate of AB 3632, the decision to provide psychiatry services and the provision of services during the summer months when school is out of session rests with IEP teams. Should those teams determine that it is not necessary to provide psychiatry services or other services during the summer months beyond the extended school year, ACOE shall hold County harmless, defend and indemnify County for any legal claims by parents or children for the failure to provide psychiatry services or other services during the summer months beyond the extended school year.

8. **Dispute Resolution:** County and ACOE agree that the following process will be used to address disputes on the implementation of this MOU only after collaborative efforts have been attempted at the lowest possible level. County and ACOE will name a mutually agreed upon mediator from an outside agency ("Outside Mediator") to assist to resolve disputes using a process of facilitated communication through non-binding county and ACOE mediation. The parties will use the following process: A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party. If the issue is not resolved within five (5) business days, the agency initiating the dispute shall request that the Outside Mediator be contacted to schedule a meeting between the agencies. No later than sixty (60) calendar days from the date the Outside Mediator is contacted, a resolution plan between the two agencies will be developed, if agreed upon. The parties or their respective designees shall be responsible for assuring the agreements included in the resolution plan are implemented. The costs for the Outside Mediator shall be shared equally between County and ACOE.

9. **Miscellaneous:**

Attachment A

**MENTAL HEALTH SERVICES
FEE SCHEDULE**

(effective July 1, 2013)

Adults

Rate

Intake/Screening – 15 minutes	FREE
Assessment – 90 minutes	\$235.00
Therapy – 60 minutes	\$157.00
Medication assessment/visit – 30 minutes (nurse or psychiatrist)	\$145.00
Medication assessment/visit – 60 minutes (psychiatrist)	\$289.00
Medication assessment/visit – 90 minutes (psychiatrist)	\$434.00

Children (under 18)

Rate

Intake/Screening – 15 minutes	FREE
Assessment – 90 minutes	\$235.00
Therapy – 60 minutes	\$157.00
Medication assessment/visit – 30 minutes (nurse or psychiatrist)	\$145.00
Medication assessment/visit – 60 minutes (psychiatrist)	\$289.00
Medication assessment – 90 minutes (psychiatrist)	\$434.00

a. This MOU shall be interpreted in accordance with the laws of the State of California. Any action to interpret or enforce any term of this MOU shall be brought in a state court in the county of Amador, unless otherwise specifically provided for under California law.

b. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than County and ACOE.

c. The unenforceability, invalidity or illegality of any provision of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

d. Except as otherwise provided for herein, this MOU shall cover the period of July 1, 2013 through and including June 30, 2014. This MOU shall terminate as of the close of business on June 30, 2014, except as expressly provided in this MOU.

e. This MOU represents the entire understanding of County and ACOE as to those matters contained herein, and supersedes any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing signed by both parties hereto. This is an integrated MOU.

f. Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this MOU by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting part. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU. Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any of the contingencies listed above.

INWITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers as of the date first set forth above.

COUNTY OF AMADOR

ACOE

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

By: Richard F. Glock

Name (printed): Richard F. Glock

By: [Signature]
Director of Health Services

Title: Superintendent

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

ATTEST:
JENNIFER BURNS, CLERK OF THE BOARD
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott, County Counsel

BY: _____
Deputy

Attachment A

**MENTAL HEALTH SERVICES
FEE SCHEDULE**

(effective July 1, 2013)

Adults

Rate

Intake/Screening – 15 minutes	FREE
Assessment – 90 minutes	\$235.00
Therapy – 60 minutes	\$157.00
Medication assessment/visit – 30 minutes (nurse or psychiatrist)	\$145.00
Medication assessment/visit – 60 minutes (psychiatrist)	\$289.00
Medication assessment/visit – 90 minutes (psychiatrist)	\$434.00

Children (under 18)

Rate

Intake/Screening – 15 minutes	FREE
Assessment – 90 minutes	\$235.00
Therapy – 60 minutes	\$157.00
Medication assessment/visit – 30 minutes (nurse or psychiatrist)	\$145.00
Medication assessment/visit – 60 minutes (psychiatrist)	\$289.00
Medication assessment – 90 minutes (psychiatrist)	\$434.00

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:	
09/24/2013	

To: Board of Supervisors

Date: 09/12/2013

Agmt.

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

Phone Ext. 412

Department Head Signature

Agenda Title: Changing Echoes, Inc. and Behavioral Health First Amendment FY 13-14

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this first amendment with Changing Echoes to provide Adult Alcohol/Drug Rehabilitation Services in a structured 28 day treatment program.

This amendment changes the term and fee schedule from \$96.53 per day to \$98.00 per day

Recommendation/Requested Action:
Approval of First Amendment

Fiscal Impacts (attach budget transfer form if appropriate)
None

Staffing Impacts None

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A
Name _____
Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman <u></u>	Counsel <u></u>
Auditor <u></u>	GSA Director <u></u>
CAO <u></u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Please return two original First Amendments to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 4C

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

Distributed on _____
Completed by _____
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 CHANGING ECHOES, a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 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:

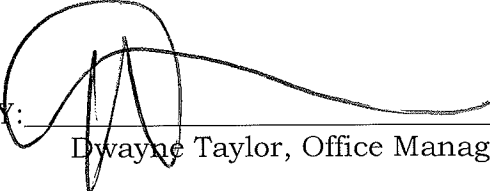
3. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:
CHANGING ECHOES, a California corporation

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

BY:  _____
Dwayne Taylor, Office Manager

Federal I.D. No.: 94-3049415

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____
Deputy

ATTACHMENT B- Fee Schedule

For the term of this agreement, all services to be rendered hereunder by the Contractor shall be authorized in writing by the County's Substance Abuse Program Manager or Health and Human Services Agency Director, or their designee, prior to the Contractor providing services. A copy of the County's written authorization shall be faxed to the Contractor's Admission Office. The Contractor shall fax a copy of the Admission Agreement to the County. The Contractor shall notify the County when a client leaves the program prior to completion.

For services rendered from July 1, 2013, through June 30, 2014, the County shall pay Contractor the sum of Ninety-Eight Dollars (\$98.00) per client day, up to a maximum of Two Thousand, Seven Hundred, and Forty-Four Dollars (\$2,744.00) per client for a stay of twenty-eight (28) days. In no event shall compensation to Contractor during this period exceed the maximum sum of Twenty Thousand Dollars (\$20,000).

PER DIEM RATE:

In the event a client leaves treatment either against staff advice, or at the request of Contractor's staff, the Contractor shall seek reimbursement for services provided calculated on a per diem basis at the applicable per diem rates set forth herein.