

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: November 1, 2013

Resol

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>11/12/13</u>	

From: Susan C. Grijalva
 (Department Head - please type)

Phone Ext. 380

Department Head Signature *Susan C. Grijalva*

Agenda Title: Williamson Act Non-renewal - Waters Trust

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Resolution acknowledging receipt of Notice of Non-renewal for a portion of California Land Conservation Act Contract No. 104 (APNs 008-090-140; 008-130-028; and 008-130-044), submitted by Frederic E. Waters, trustee of the Norman S. Waters Trust.

The Notice of Non-renewal is a condition of the Board of Supervisors' previous approval of Boundary Line Adjustment #2013-009.

Recommendation/Requested Action:
Adopt resolution acknowledging receipt of Notice of Non-renewal.

Fiscal Impacts (attach budget transfer form if appropriate) n/a
 Staffing Impacts n/a

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name Agricultural Advisory Committee

Committee Recommendation:
Approval

Comments: _____

Request Reviewed by:

Chairman <u><i>Ruf</i></u>	Counsel <u><i>CG</i></u>
Auditor <u><i>EJL</i></u>	GSA Director <u><i>Hop</i></u>
CAO <u><i>AB</i></u>	Risk Management _____

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

Return to Planning for recordation.

FOR CLERK USE ONLY

Meeting Date November 12, 2013 Time 9 a.m. Item # 3K

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. 104, FROM FREDERIC E.)
WATERS, TRUSTEE FOR NORMAN S. WATERS)
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 Nonrenewal for a portion of California Land Conservation Act Contract No. 104, from Frederic E. Waters, Trustee of the Norman S. Waters 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.

Land Conservation Contract No. 104

Agricultural Preserve Map No. 114

Assessor's Parcel No(s). 008-090-140, 008-130-028, and 008-130-044

Original Owner(s): Norman S. Waters & Dorotha L. Waters

Current Owner(s)/Address: Norman S. Waters Trust

(All original and current owners must be listed)

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: Aug 27-13

By: Fredric E Waters

(NOTARY ACKNOWLEDGMENT ATTACHED)

State of CA

County of Amador

On 27th day of August, 2013 before me, Evelyn Ryan a Notary Public, personally appeared Fredric E. Waters , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

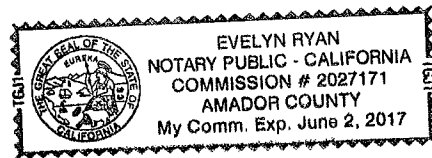
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Name: Evelyn Ryan
(typed or printed)

(Seal)

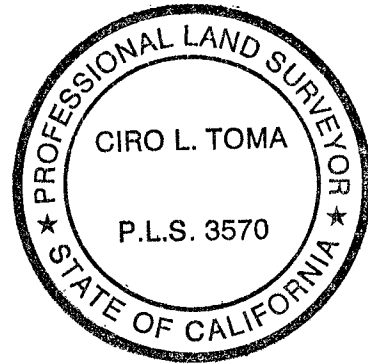


DESCRIPTION FOR WATERS TRUST
20.00 Acre Parcel

A parcel of land situated in the County of Amador, State of California, and being more particularly described as "ADJUSTED WATERS TRUST 20.00 Acres", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT for SUSAN L. WATERS, Trustee of the SIERRA WATERS, MICHAEL C. WATERS, TAMARA WATERS, AMANDA WATERS, THOMAS C. WATERS and HEATHER WATERS and FRED E. WATERS, Trustee of the NORMAN S. WATERS REVOCABLE LIVING TRUST - 2007", and recorded in the office of the Recorder of Amador County in Book 63 of Maps and Plats at Page 80.

 10/16/13

Ciro L. Toma PLS 3570 License expires 6/30/14



AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: November 4, 2013

Resol

From: Susan Grijalva
(Department Head - please type)

Phone Ext. 380

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

Meeting Date Requested:
11/12/13

Department Head Signature *Susan Grijalva*

Agenda Title: William Schwanki & Gail Sielski - Williamson Act contract

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

Approval of the simultaneous removal and re-entry into a new Williamson Act Contract pursuant to the conditions for approval for Boundary Line Adjustment #2013-002

Recommendation/Requested Action:

Adopt Resolution rescinding a portion of CLCA #44, approving new CLCA Contract #418 and authorizing Board Chairman to sign

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

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Comments: _____

Request Reviewed by:

Chairman *[Signature]* Counsel *GG*
 Auditor *[Signature]* GSA Director *[Signature]*
 CAO *[Signature]* 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 November 12, 2013 Time 9 a.m. Item # 3L

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 AUTHORIZING THE RECISION OF A PORTION OF)
CALIFORNIA LAND CONSERVATION ACT CONTRACT #44 AND)
THE SIMULTANEOUS REENTRY INTO A NEW CALIFORNIA)
LAND CONSERVATION ACT CONTRACT PURSUANT TO A)
BOUNDARY LINE ADJUSTMENT (CONTRACT NO. 418))
WILLIAM SCHWANKI & GAIL SIELSKI) RESOLUTION NO. XXXX

WHEREAS, a Record of Survey for Boundary Line Adjustment Application No. 2013-002 has been recorded for William Schwanki and Gail Sielski in Book 63 of Maps and Plats, at Page 67; 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 current multiple ownerships of the lands included in the original California Land Conservation Act Contract #44, it is more feasible to create a new contract for the land delineated on the Boundary Line Adjustment map, 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. 2013-002), and hereby removes the property described in Exhibit A from California Land Conservation Act #44 to be simultaneously reentered into a new California Land Conservation Act Contract #418.

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. 418

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

William Schwanki & Gail Sielski

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 heretofore established by County by Resolution No. 1724; 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. 15, 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's 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"

By: William Schwab

By: Gail Sielski

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in the County of Amador, State of California and being a portion of that certain parcel of land conveyed to William Schwanki and Gail Sielski by Grant Deed recorded in the office of the Recorder of Amador County as Document 1998 010504, and being more particularly described as follows:

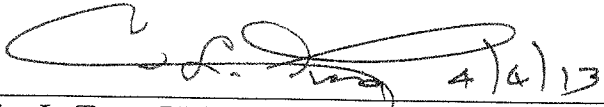
The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ (W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 35, Township 8 North, Range 11 East, Mount Diablo Meridian.

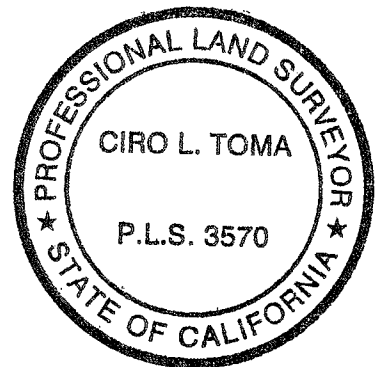
TOGETHER WITH any land which may have been acquired in those deeds from Gordon H. Truan, et ux, and Carl W. Moebius, et ux, recorded May 12, 1972 in Book 225 of Official Records at Page 695 and 696 respectively.

EXCEPTING THEREFROM any portions thereof which may have been conveyed in those certain deeds recorded May 12, 1972 in Book 225 of Official Records at page 699 and 700 respectively.

ALSO EXCEPTING THEREFROM that certain parcel of land delineated and designated as "8.98 Ac. 0.48 in County Road 8.50 Ac. Net" upon that certain official map entitled "RECORD of SURVEY for ROBERT D. HAYS", and recorded in Book 42 of Maps and Plats at Page 92, Amador County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land delineated and designated as "ADJ. AREA 2.21 Acres", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT for DENNIS D. MICKEL, Trustee of the Mickel Family Trust dated August 22, 1997 and WILLIAM SCHWANKI and GAIL SIELSKI", and recorded in the office of the Recorder of Amador County in Book 63 of Maps and Plats at Page 67.


Ciro L. Toma PLS 3570 License expires 6/30/14



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Amador

On July 31, 2013 before me, Sarah Zulim, Notary Public
(Here insert name and title of the officer)

personally appeared William Schwanki and Gail Sielski

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
<u>CA Land Conservation Act</u> (Title or description of attached document)
<u>Contract # 418</u> (Title or description of attached document continued)
Number of Pages <u>5</u> Document Date <u>7/31/13</u>
<u>Chairman & Clerk - Amador Co.</u> <u>Board of Supervisors - add'l signers</u> (Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER
<input checked="" type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer
_____ (Title)
<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Other _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: November 6, 2013

Resol.

From: Theodore F. Novelli, Vice-Chairman
(Department Head - please type)

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>November 12, 2013</u>	

Department Head Signature _____

Agenda Title: Board of Supervisors

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of adoption of a resolution honoring Mr. Ray Blankenheim upon his retirement after 43 years in fire service.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

<p>Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Committee Review? N/A <input type="checkbox"/></p> <p>Name _____</p> <p>Committee Recommendation: _____</p>	<p>Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Comments: _____</p>
---	---

Request Reviewed by:

Chairman <u>RMA</u>	Counsel <u>GG</u>
Auditor <u>EJK</u>	GSA Director <u>HP</u>
CAO <u>AD</u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>November 12, 2013</u>	Time <u>9 a.m.</u>	Item # <u>3M</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

<p>Distributed on _____</p> <p>Completed by _____</p>	<p>A new ATF is required from _____ Department For meeting of _____</p>	<p>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.</p> <p>ATTEST: _____ Clerk or Deputy Board Clerk</p>
---	---	--

Save

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: October 17, 2013

Agmt

From: Aaron Brusatori

(Department Head - please type)

Phone Ext. 429

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

Meeting Date Requested:

11/12/13

Department Head Signature *AB*

Agenda Title: Jackson Valley Quarry Expansion Use Permit #UP-06;9-2, Road Maintenance Agreement for Jackson Valley Road (West)

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

As a condition of approval for the use permit (Condition #38), the operator/permittee (George Reed, Inc.) shall enter into a new long-term road maintenance agreement with Amador County to maintain Jackson Valley Road (West) between the Quarry access and State Route 88. Amador County and George Reed, Inc. have agreed to the terms of the new road maintenance agreement and have signed the agreement.

Recommendation/Requested Action:

The BOS approve the road maintenance agreement and authorize the Chairman to sign the agreement on behalf of the BOS.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman *RB*

Counsel *GC*

Auditor *EDJ*

GSA Director *HOP*

CAO *AB*

Risk Management

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

Public Works; Planning

FOR CLERK USE ONLY

Meeting Date

November 12, 2013

Time

9 a.m.

Item #

4A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

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: _____

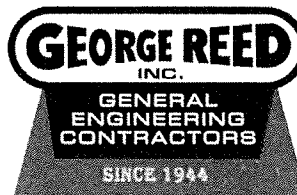
Clerk or Deputy Board Clerk

Completed by

For meeting

of

MODESTO OFFICE
P.O. BOX 4760, MODESTO, CA 95352
TELEPHONE: (209) 523-0734
ESTIMATING FAX: (209) 523-4927
ACCOUNTING FAX: (209) 523-4313



State Contractor's License No. 211337-A



OFFICE AND YARD:
140 EMPIRE AVENUE
MODESTO, CALIFORNIA 95354
1-877-823-2305
WWW.GEORGEREED.COM

RECEIVED

OCT 15 2013

AMADOR
COUNTY COUNSEL

October 11, 2013

Mr. Greg Gillott, County Counsel
Amador County
810 Court Street
Jackson CA 95642

**RE: GEORGE REED, INC. – JACKSON VALLEY QUARRY USE PERMIT #UP-06;9-2
CONDITION OF APPROVAL NO. 38 / MITIGATION MEASURE 3.2.6b
ROAD MAINTENANCE AGREEMENT WITH AMADOR COUNTY TO MAINTAIN JACKSON VALLEY ROAD (WEST)
BETWEEN THE QUARRY ACCESS AND SR88**

Dear Mr. Gillott,

Enclosed please find three (3) executed original versions of the Road Maintenance Agreement document to address and comply with Condition number 38 / Mitigation Measure 3.2.6b of George Reed, Inc.'s recently approved Quarry Use Permit # UP-06;9-2.

If there are any questions, please contact me at (209) 521-9771 or via email at: jeff.welch@reed.net

Sincerely,
George Reed, Inc.

Jeff Welch
Agency Compliance

Encl: GRI JVQ Executed Road Maintenance Agreement (3)

Cc: Amador Co - Susan Grijalva, Aaron Brusatori (1 copy)
GRI - Ed Berlier, File (1 copy)

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (this Agreement) is entered into as of _____, 2013 by and between the County of Amador, a political subdivision of the State of California ("County"), and George Reed, Inc., a California corporation ("Permittee").

RECITALS

A. Permittee currently operates a mining operation in the County. Permittee applied to the County for the issuance of an Expanded Use Permit for its mining operation and County approved said application subject to certain conditions. One of the conditions of approval requires Permittee to enter into an agreement with the County regarding the maintenance and repair of County roads utilized by Permittee prior to the issuance of the Expanded Use Permit.

B. Under the Expanded Use Permit, Permittee will haul mined materials along Jackson Valley Road, County Road No.78, from the Project's access approximately 0.4 miles northwesterly to State Highway 88 ("Road").

C. Through said hauling of mined materials, Permittee may cause extraordinary wear and possible damage to the Road, and Permittee desires to participate in the maintenance of and repair of any and all damage caused by Permittee's use of the Road.

D. County desires, under the circumstances of this particular case, to protect the health, safety, and comfort of persons residing or working in the neighborhood of or traveling on or using said County road.

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

1. The parties agree that the Recitals constitute the factual basis upon which the County and the Applicant have entered into this Agreement. The County and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth.

2. This Agreement supersedes the existing road maintenance agreement originally entered into by Permittee's predecessor-in-interest Claude C. Wood Company on February 16, 1988 and is the agreement called for by the Expanded Use Permit. The term of this Agreement shall coincide with the term of the Expanded Use Permit; however, Permittee's maintenance and repair obligation as set forth herein shall extend until all maintenance and/or repair obligations, as set forth in this Agreement, have been satisfied.

3. Permittee's use of the Road for the special use described above is hereby granted subject to the same conditions as set forth in Expanded Use Permit as if explicitly incorporated herein.

4. Permittee shall at all times give primary attention to the safety and rights of the public, whether on or off public roads.

5. Permittee shall be liable to County for one hundred percent (100%) of the costs of repairing all damage to the Road and one hundred percent (100%) of the costs of all special maintenance (collectively "Repairs") required to keep the Road in a condition at the time of commencement of this Agreement, which Repairs are proximately caused by Permittee's use of the Road under the Expanded Use Permit.

6. From time to time during the term of this Agreement and immediately upon its expiration, the parties shall inspect the Road to determine the extent of Repairs required. If the County, through its Director of the Department of Transportation and Public Works, determines that there are any necessary Repairs, the Director shall issue a notice of necessary repairs to the Permittee. The notice to Permittee shall be in writing, shall describe the Repairs necessary, and shall indicate whether the Repairs address a significant public safety hazard.

7. Upon a notice of necessary Repairs by County, Permittee shall do one of the following:

- a. Submit an application to the County for an encroachment permit within 30 days upon notice of necessary Repairs by County, and complete the Repairs within 60 calendar days from the initial notification. However, if the notice indicates that the Repairs address a significant public safety hazard, the required Repairs shall be completed by the Permittee within 5 business days of the initial notification by the Director.
- b. Prepare an estimate of the cost of the Repairs as described in the notice of necessary repairs. Within two business days after written acceptance of the cost estimate, Permittee shall deposit with the County the amount of said estimate, and the County shall utilize the deposited funds to perform the Repairs. If the actual cost of the Repairs exceeds the deposited amount, Permittee shall pay any excess costs within two business days following written request from the County. The deposited funds shall not bear interest and any funds remaining following completion and payment for Repairs shall be returned to Permittee.

8. If Permittee fails to comply with the provisions of either subsection a. or subsection b. of Section 7 above, Permittee shall immediately cease its hauling operation.

9. The parties agree that they will confer in good faith regarding whether the need for any Repair was proximately caused by Permittee's operations under its permitted use of the Road. However, the ultimate determination is in the County's reasonable and sole discretion, and any such conferring will not extend the time for completion of any Repairs.

10. 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 sent by facsimile

during normal business hours or deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Applicant: George Reed, Inc.
 Attention: Ed Berlier, Vice President
 PO Box 4760
 Modesto, CA 95354
 Telephone: ((209) 523-0734
 Facsimile: ((209) 523-4927

To County: Director of Transportation
 County of Amador
 810 Court Street
 Jackson, CA 95642
 Facsimile: (209) 223-6395

11. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

12. This Agreement and each of its terms shall be binding upon the County, the Permittee and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

13. In the event legal action is filed to enforce this Agreement or any of its terms, the prevailing party shall be entitled to recover from the other party, in addition to all legal and equitable remedies available to it, actual attorneys' fees.

14. 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.

15. 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.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

COUNTY:


APPLICANT:

BY: _____
Richard Forster
Chairman, Board of Supervisors

BY:  _____
Ed Berlier
Vice President and General Manager

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: November 6, 2013

Resol.

From: James Wegner
(Department Head - please type)

Phone Ext. 515

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

Meeting Date Requested:
11/12/13

Department Head Signature _____

Agenda Title: ADA Grant Application and Agreement Resolution

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
The County of Amador historically receives Anti-Drug Abuse grant funds for drug enforcement within Amador County. This fiscal year the amount is identified as \$88,945.00. The Sheriff has been the project manager and as such is required to submit the application, sign the agreement and make any modifications or amendments. This year, the Board of State and Community Corrections is managing these federal monies and is requiring Board of Supervisor approval of the attached resolution authorizing the Sheriff to apply for these funds and sign the approved agreement.

Recommendation/Requested Action:
Approve resolution, authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate) Loss of \$88,945.00 in federal funding if not approved

Staffing Impacts 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 [Signature] Counsel _____
Auditor _____ GSA Director _____
CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date November 12, 2013 Time 9 a.m. Item # 3N

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution 13-113 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

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING AMADOR COUNTY) RESOLUTION NO. 13-113
SHERIFF'S OFFICE ANTI-DRUG ABUSE GRANT)
APPLICATION AND AGREEMENT)

WHEREAS the Amador County Board of Supervisors desires to continue its on-going participation in the Anti-Drug Abuse Enforcement (ADA) Grant Program supported by the Edward Byrne Memorial Justice Assistance Grant Program funds and currently administered by the Board of State and Community Corrections (BSCC). The period for the ADA Grant Program is October 1, 2013 through September 30, 2014.

BE IT RESOLVED that the Amador County Sheriff's Office is authorized on behalf of this Governing Board to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments or modifications thereof.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the implementing agency/organization and partnering entities agree to abide by the statutes and regulations governing the Federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 12th day of November 2013, by the following vote:

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

Richard M. Forster, Chairman, Board of Supervisors

ATTEST:

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

Deputy

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 10-16-13

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:	
<u>11/12/2013</u>	

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

Phone Ext. 412

Department Head Signature *James Foley*

Agenda Title: BHC Sierra Vista Hospital and Amador County Behavioral Health First Amendment 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 the First Amendment with BHC Sierra Vista Hospital to provide Psychiatric Inpatient Treatment Services to Amador County clients.

This First Amendment changes the Term and the Fee schedule for Administrative Day Rate was increased by \$9.34

Recommendation/Requested Action:

Approval of First Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required? Yes No

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"/>

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *[Signature]*

Counsel _____

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management _____

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

Please return two original First Amendments to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date November 12, 2013 Time 9 a.m. Item # 4B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ 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

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 BHC SIERRA VISTA HOSPITAL, INC., a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of January 22, 2013, whereby Contractor agreed to provide psychiatric inpatient treatment services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

1. The 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 effect 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:

Signatures on following page


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 First Amendment as of the date first set forth above.

COUNTY OF AMADOR

CONTRACTOR: BHC SIERRA VISTA HOSPITAL, INC., a California corporation


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

BY:  10/7/13
Mike Zauner, CEO.

Federal I.D. No.: 62-1658512

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

This Agreement is not to exceed One Hundred Thousand Dollars (\$100,000) during the term of this contract for Fiscal Year 2013-2014.

This CONTRACTOR is a Certified Medi-Cal Provider, No. HSM34087G (Certified Sacramento County)

Children's Mental Health Medi-Cal Rates

In consideration for Contractor's providing psychiatric inpatient services to County patients, County shall guarantee Contractor the current MediCal rate of \$747.00 per child day, excluding physician charges. County shall guarantee Contractor the current MediCal rate of \$521.19 per child day for an Administrative Day. Physician charges will be billed separately to county at the rate of \$90.00 for MediCal Inpatient Professional Service. Pertinent information regarding MediCal Inpatient Professional Services will be sent to the County on a spreadsheet. This will allow the County the ability to bill the State for recoupment of payment for these services.

Adult's Mental Health Medi-Cal Rates

Sacramento County 's 2013-14 negotiated and contracted all inclusive inpatient rate for medi-cal eligible individuals 22 to 64 years of age is \$950.00 per day for accommodation code 124 and includes room and board, psychiatric services, medication , laboratory fees, medical history and physical, and all ancillary medical and psychiatric services but excludes the day of discharge.

Prior authorization is not required for EMERGENCY services provided to County residents. "Emergency services" are defined as those screening, stabilization, and treatment services provided by Contractor to County residents who are inpatients on "5150" status or otherwise meet the definition of services provided in a medical emergency as defined in Emergency Medical Treatment And Active Labor Act 42USC§1395dd. All other inpatient services must be pre-authorized.

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

Amador County Behavioral Health

10877 Conductor Blvd., Suite 300

Sutter Creek, CA 95685

The rate structure used to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter 11, including the treating and does not include non-hospital based physician or psychological services unless the provider is a Short/Doyle provider. County will not pay for any services to MediCal beneficiaries of other counties. Per Diem rate for inpatient psychiatric services provided to County beneficiaries by Contractor is to be considered payment in full to third party liability and beneficiary share of cost. The rate for Non-MediCal patients admitted to Contractor's facility with prior authorization by County, will be \$837.00 per day including physician charges and will be paid to Contractor within 30 days after receipt of claim. The rate for an Administrative Day will be \$601.85. County will be separately liable for transportation and transfer costs incurred when medically necessary.

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:	
11/12/13	

To: **Board of Supervisors**

Date: October 17, 2013

Agmt

From: James Foley, Director Phone Ext. 625
(Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: Agreement with Mountain-Valley Emergency Medical Services Agency

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

This agreement designates Mountain-Valley Emergency Medical Services Agency as the local EMS Agency for Amador County pursuant to Health and Safety Code Section 1797.94, and 1797.200.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Budgeted

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 *[Signature]*

Counsel *GS*

Auditor *[Signature]*

GSA Director *Hop*

CAO *[Signature]*

Risk Management _____

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

2 copies to Chris @ Social Services. Electronic copy to Risk.

FOR CLERK USE ONLY

Meeting Date November 12, 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

FORMAL AGREEMENT BETWEEN
MOUNTAIN-VALLEY
EMERGENCY MEDICAL SERVICES AGENCY
AND
AMADOR COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Amador County, hereinafter referred to as “County” and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as “Agency.”

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services (“EMS”) Agency, and

WHEREAS, the Agency is qualified to be a “local EMS Agency” pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County passed a resolution delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on the 4th day of March 1985, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Amador County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Agency shall accept authority and responsibility as the local EMS agency for the County of Amador, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:

1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.200, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204 and 1798.205.

2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.
3. The County Health Officer delegates to the Agency the responsibility of Medical/Health Operational Area Coordinator (MHOAC). The Agency will ensure that all operational procedures associated with medical/health mutual-aid coordination, as outlined in the California State "Emergency Medical Services Authority Disaster Medical Response Plan," and the "OES Region IV Multi-Casualty Incident Plan," are carried out. The MHOAC shall coordinate all mutual-aid disaster operations that affect the County with the County Office of Emergency Services.
4. The County shall approve all standard operating procedures under which medical/health mutual-aid coordination shall function. In the event of a disaster, the County maintains the authority to approve the use of any County medical/health resources, all expenditures of County funds, and all mutual-aid requests for medical resources prior to their mobilization.
5. The Agency shall assign a .3 FTE to be available at the County agreed-upon site (or attend meetings of behalf of County). County shall be notified prior to the final selection of a staff person.
6. The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.
7. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.
8. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the services agreed to in this document in the amount of \$16,166. This amount shall be paid quarterly at the rate of \$4,041.50 per quarter. The County shall contribute office space and support services for the Agency staff person(s).
9. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
10. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than June 1, 2014 in order to opt out for the next one year cycle.

11. The Agreement may be amended at any time by the mutual written, executed agreement of the parties hereto.

12. INSURANCE.

12.1 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:

12.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars(\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.

12.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.

12.1.3 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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. 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.

12.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or Risk@amadorgov.org as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. Certificate of Insurance shall list the Certificate Holder as County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642. 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 policy endorsements must be received and approved by Risk Management prior to beginning the Work.

12.3 Certificates of insurance must include the following provisions:

12.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

12.3.2 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.

12.4 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.

12.5 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.

12.6 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 prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) 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.

13. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

14. 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. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.

15. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.

16. Both the County and Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

17. Only the 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 the Agency's or County's duties set forth herein. The Agency 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 contract. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.
18. HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160, 162, and 164) and its implementing regulations ("HIPAA"). The County is a "hybrid entity" under HIPAA.

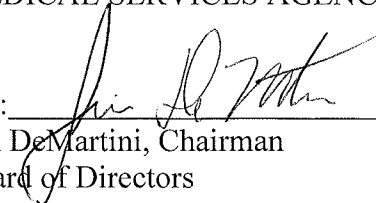
Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. While Business Associate Agreement is not required at this time, should such an agreement become necessary, Agency agrees to execute such an agreement upon request by County.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY:
COUNTY OF AMADOR

CONTRACTOR:
MOUNTAIN-VALLEY EMERGENCY
MEDICAL SERVICES AGENCY

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

BY:  _____
Jim DeMartini, Chairman
Board of Directors

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

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: October 24, 2013

Agmt

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

Phone Ext. 759

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

Meeting Date Requested:

November 12, 2013

Department Head Signature

Agenda Title: First Amendment of Lease for Airport Lot #106

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
This is the First Amendment of lease by and between County and Fred Weaver ("Original Lessee"). this Amendment adds Terrence Lowe as a co-tenant and additional Lessee to the Lease for Airport Lot #106.

Recommendation/Requested Action:
Approve Assignment and First Amendment of Lease for Airport Lot #106

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman

Counsel

Auditor

GSA Director

CAO

Risk Management _____

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

GSA, Airport

FOR CLERK USE ONLY

Meeting Date November 12, 2013 Time 9 a.m. Item # 47D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into on this ____ day of _____, 2013, by and between COUNTY OF AMADOR, a political subdivision of the State of California ("Landlord"), and Fred Weaver ("Weaver") and Terrence Lowe ("Lowe") (collectively "Lessees").

RECITALS

A. Landlord and Weaver entered into a lease dated December 9, 2003 ("Lease") whereby Weaver leased certain real property from Landlord at the Amador County Airport ("Westover Field"). The property is identified as lot 106 on the Amador County Airport Master Plan.

B. Weaver desires to add Lowe as a co-tenant and additional lessee. Lowe agrees that he shall have all the rights, title, interest, duties and obligations under the Lease.

C. Landlord is agreeable to the addition of Lowe as a co-tenant and lessee, so long as Lowe assumes all the duties and obligations of a lessee as set forth in the Lease.

NOW, THEREFOR, Landlord and Lessees agree to amend the Lease as follows:

1. The parties acknowledge the truth of the recitals as set forth above, which are incorporated into this First Amendment.

2. Lowe is hereby added as a co-tenant and lessee under the Lease and accepts and assumes all the duties, obligations and responsibilities under the Lease.

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

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

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:

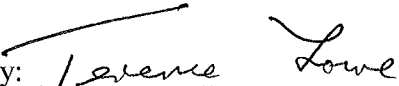
By: _____
RICHARD M. FORSTER
Chairman, Board of Supervisors

APPROVED AS TO FORM:

By:  _____
GREGORY GILLOTT
County Counsel

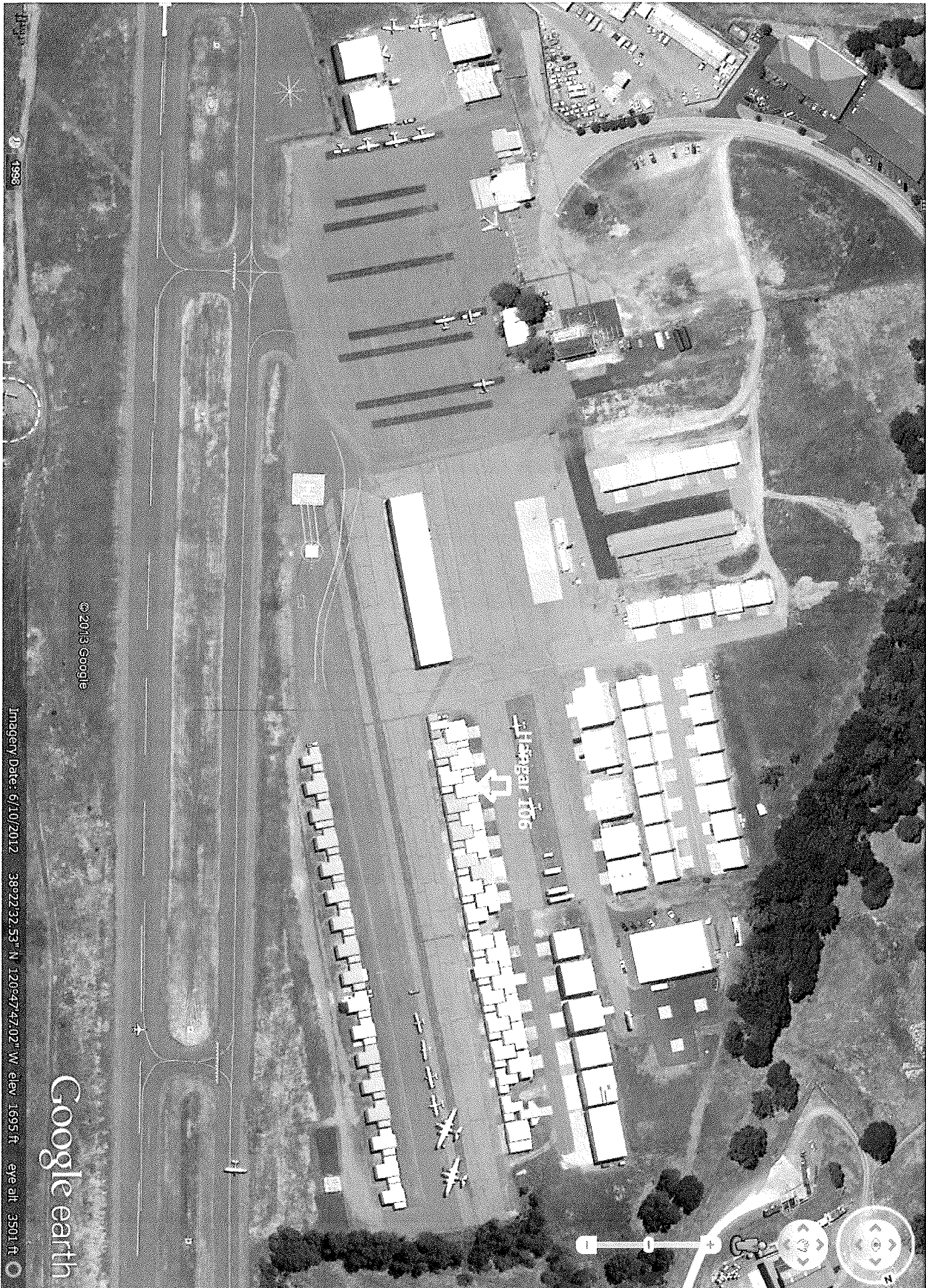
TENANTS:

By:  _____
FRED WEAVER

By:  _____
TERRENCE LOWE

ATTEST:
Jennifer Burns, Clerk of the Board of
Supervisors

By: _____
JENNIFER BURNS



© 2013 Google

Google earth

Imagery Date: 6/10/2012 38°22'32.53" N 120°47'47.02" W elev. 1695 ft eye alt. 3501 ft