

# 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:	
12/10/13	

To: **Board of Supervisors**

Date: December 2, 2013

Agmt

From: Mike Boitano Phone Ext. 487  
(Department Head - please type)

Department Head Signature 

Agenda Title: Cooperative Agreement between Amador County and USDA APHIS Wildlife Services 7/1/13-6/30/18

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The purpose of this agreement is to maintain an Integrated Wildlife Damage Management program in the County of Amador to protect residents, property, livestock, crops and natural resources from damage caused by predators and other nuisance wildlife.

Recommendation/Requested Action:

Board Chairman signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts n/a

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A


Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman 

Counsel 

Auditor 

GSA Director 

CAO 

Risk Management \_\_\_\_\_

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

Return two signed agreements to the Department of Agriculture

### FOR CLERK USE ONLY

Meeting Date December 10, 2013 Time 9 a.m. Item # 4A

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

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

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

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

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

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

Save

# DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES

LOCATION: 12200-B AIRPORT ROAD, MARTELL, CA • PHONE (209) 223-6487 • FAX (209) 223-3312  
MAIL: 12200-B AIRPORT ROAD, JACKSON, CA 95642-9527 • email: agriculture@amadorgov.org



December 2, 2013

TO: Board of Supervisors

FROM: Michael E. Boitano, Agricultural Commissioner

SUBJECT: Authorization to enter into the following agreement with the USDA-APHIS-Wildlife Services for 7/1/13-6/30/18

**Cooperative Agreement between Amador County and USDA APHIS Wildlife Services 7/1/13-6/30/18.** The purpose of this agreement is to maintain an Integrated Wildlife Damage Management program in the County of Amador to protect residents, property, livestock, crops and natural resources from damage caused by predators and other nuisance wildlife. .

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

OFFICE OF AGRICULTURE  
WEIGHTS AND MEASURES  
2013 DEC 3 10:11 AM  
016050121061000

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**AMADOR COUNTY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to maintain an Integrated Wildlife Damage Management (IWDM) program in the County of Amador to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife.

**ARTICLE 2 - AUTHORITY**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The Cooperator and WS agree:

- a. To confer and plan an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Amador County. Based on this consultation, WS will formulate annually, in writing, the program Work Plan and associated Financial Plan (budget) and present them to the Cooperator for approval.
- b. Each year the Cooperator and APHIS-WS must agree to and sign the annual Work and Financial Plans, which upon execution are incorporated into this Agreement by reference.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. That APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

**ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees:

- a. To designate Michael E. Boitano, Agricultural Commissioner, 12200-B Airport Rd Jackson, CA 95642, (209) 223-6487 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed.
- c. To pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
- d. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service(s) associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service(s) until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- e. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- f. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

**ARTICLE 5 – WS RESPONSIBILITIES**

WS agrees:

- a. To designate Dennis Orthmeyer, California State Director, 3419A Arden Way, Sacramento, California 95825, (916) 979-2675 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.



- d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – WS CONDITIONS**

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – ASSURANCES**

Nothing in this agreement shall prevent any other State, agency, organization or individual from entering into separate agreements with WS the Cooperator for the purpose of managing wildlife damage.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

#### **ARTICLE 9 – APPLICABLE REGULATIONS**

All IWDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

#### **ARTICLE 10 – LIABILITY**

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

#### **ARTICLE 11 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective on July 1, 2013 and shall continue through June 30, 2018. This agreement

may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, WS is relieved of the obligation to continue any operations under this agreement.

**AUTHORIZATION:**

COUNTY OF AMADOR  
12200 Airport Road  
Jackson, CA 95642  
Tax Identification Number: 94-6000505

\_\_\_\_\_  
County Representative Richard M. Forster

\_\_\_\_\_  
Date

Title: Chairman, Board of Supervisors

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
State Director, California

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

# 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:	
12/10/13	

To: **Board of Supervisors**

Date: December 2, 2013

Agut

From: Mike Boitano

Phone Ext. 487

(Department Head - please type)

Department Head Signature 

Agenda Title: 7/1/13-6/30/14 Work & Financial Plan between Amador County and USDA/APHIS Wildlife Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Reimbursement to USDA/APHIS/Wildlife Services for their Wildlife Services Specialist

Recommendation/Requested Action:

Board Chairman signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts n/a

\$34,799.90

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

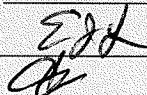
N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman



Counsel



Auditor



GSA Director



CAO

Risk Management

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

Return two signed agreements to the Department of Agriculture

### FOR CLERK USE ONLY

Meeting Date

December 10, 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

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

Completed by

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

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

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# DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES


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

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



December 2, 2013

TO: Board of Supervisors

FROM:  Michael E. Boitano, Agricultural Commissioner

SUBJECT: Authorization to enter into the following agreement with the USDA-APHIS-Wildlife Services for 2013-14 fiscal year

**Wildlife Services Agreement #13-73-06-0247-RA**: This agreement will reimburse USDA for services provided to Amador County for the protection of people and their property due to damage from predatory animals.

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

DEPT OF AGRICULTURE  
OFFICE OF THE AGRICULTURAL COMMISSIONER  
12200 B AIRPORT ROAD  
MARTINELL, CA 95642  
2013 DEC 2 09:11:50

**WORK AND FINANCIAL PLAN**  
**between**  
**AMADOR COUNTY**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**  
**for**  
**July 1, 2013 through June 30, 2014**

Pursuant to Cooperative Service Agreement No. 09-73-06-0247-RA between the County of Amador and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2013 through June 30, 2014.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

**I. OBJECTIVES/GOALS**

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

**II. PLAN OF ACTION**

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of

wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign Wildlife Specialist(s) for a maximum of 1,044 work hours at an approximate rate of \$33.33 per hour distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, leg-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
  - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
  - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
  - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
  - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Sacramento. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the California Department of Fish and Game, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

### **III. PROCUREMENT**

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's FMMI system and charged to the Cooperator as described in the Financial Plan.

**IV. STIPULATIONS AND RESTRICTIONS**

APHIS-WS activities under this cooperative effort will be limited to the State of California, County of Amador. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by July 1, 2013.

**V. COST ESTIMATE FOR SERVICES**

The cooperator will be billed quarterly by APHIS for actual costs incurred but will not exceed \$34,799.90 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of APHIS-WS if required:

CATEGORY	PROGRAM DELIVERY COST		
	SERVICE COST	COOPERATOR	APHIS-WS
Salary & Benefits	\$28,235.93	\$28,235.93	\$0.00
Labor Offset	\$4,071.50	\$0.00	\$4,071.50
GSA Vehicle Mileage	\$2,943.92	\$2,943.92	\$0.00
GSA Vehicle Base	\$1,830.00	\$1,830.00	\$0.00
ATV Hire (1164)	\$905.50	\$905.50	\$0.00
Horse/ Dog Hire (1164)	\$540.00	\$540.00	\$0.00
Rentals/ Leases	\$0.00	\$0.00	\$0.00
Cellular Service	\$168.00	\$0.00	\$168.00
Internet Access	\$330.00	\$0.00	\$330.00
General Supplies	\$125.00	\$0.00	\$125.00
Ammunition	\$200.00	\$0.00	\$200.00
Equipment (Incl. IT/Tele)	\$125.00	\$0.00	\$125.00
Chemicals	\$25.00	\$0.00	\$25.00
Pyrotechnics	\$25.00	\$0.00	\$25.00
Uniforms	\$125.00	\$0.00	\$125.00
Travel / Training / QAC	\$125.00	\$0.00	\$125.00
<b>Total Direct Costs</b>	<b>\$39,774.85</b>	<b>\$34,455.35</b>	<b>\$5,319.50</b>
Standard APHIS Overhead		\$5,564.54	
Standard APHIS Overhead Waiver		-\$5,564.54	
1% APHIS Overhead	\$344.55	\$344.55	
<b>Project Total:</b>	<b>\$40,119.40</b>	<b>\$34,799.90</b>	<b>\$5,319.50</b>

An APHIS-WS overhead waiver has been granted for this agreement so the entire 16.15% overhead charge will not be assessed during the period of this plan. However, APHIS overhead policy dictates 1% of direct costs be charged to the cooperator. This requirement can't be waived and CA-WS receives no direct benefit from these funds.

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Krista Dupre, Acting Budget & Agreement Technician, (916) 979-2675. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of California for cost-share agreements. Copies of this approval and the APHIS Overhead waiver are available upon request.

COUNTY OF AMADOR  
12200 Airport Road  
Jackson, CA 95642  
Tax Identification Number: 94-6000505

\_\_\_\_\_  
County Representative Richard M. Forster

\_\_\_\_\_  
Date

Title: Chairman, Board of Supervisors

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Sacramento, California  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
State Director, California

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date



# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: December 2, 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:

December 10, 2013

Department Head Signature [Signature]

Agenda Title: Approval of Community Hangar License Agreement for Hangar # E-6

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
This is a Community Hangar License Agreement by and between the County of Amador ("County") and Suzanne Paisley and Charles Jones ("Licensees") for the Airport Hangar #E-4.

Recommendation/Requested Action:  
**Approve Hangar License Agreement of Hangar #E-4**

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

Auditor [Signature]      GSA Director [Signature]

CAO \_\_\_\_\_      Risk Management \_\_\_\_\_

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

Airport-David Sheppard, GSA, County Counsel, Risk Management

### FOR CLERK USE ONLY

Meeting Date December 10, 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

COMMUNITY HANGAR LICENSE AGREEMENT

This Community Hangar License Agreement ("License Agreement") is made and entered into as of \_\_\_\_\_, 2013, ("Effective Date") by and between the County of Amador, a political subdivision of the State of California ("County"), and Suzanne Paisley and Charles C. Jones ("Licensees").

R E C I T A L S

A. County is the owner of aircraft hangars for use as aircraft storage at Westover Field (the "Airport"), in Amador County, California.

B. Licensee desires to obtain a license from County for the purposes of storing an aircraft owned by Licensee.

NOW, THEREFOR, for and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **General Information for License.**

Licensees' Names: Suzanne Paisley and Charles C. Jones

Mailing Address: 5001 Carbondale Road, Plymouth, CA 95669

Aircraft Make and Model: Cessna 182

FAA Registration Number: \_\_\_\_\_

Name(s) of Registered Owners of Aircraft: \_\_\_\_\_

N/A

2. **License.** County hereby grants to Licensee a revocable license to store the above-identified aircraft in the County hangar space set forth below ("Assigned Hangar"). Licensee shall own the aircraft.

Assigned Hangar: E-4

Licensee shall provide the Airport Manager within 30 days of the effective date with the original Certificate of Registration or proof of purchase for any aircraft occupying the Assigned Hangar. Airport Manager shall copy the original Certificate of Registration or proof of purchase and return it to Licensee. Licensee may change the designated aircraft at any time by providing Airport Manager with the original Certificate of Registration or proof of purchase as set forth above.

3. **Disclosure of Building Code Deficiencies, Waiver and Release of Liability.** Certain conditions within the Assigned Hangar are not consistent with the applicable building and/or fire code. The conditions known to County include the following: (a) hangar flooring is not constructed of non-porous type material; (b) hangar lacks floor drains or proper sloping of floors with perimeter curbing; (c)

hangar lacks a means for providing bonding of the aircraft; (d) hangar lacks partitions constructed of non-combustible materials; (e) hangar lacks GFCI outlets; and (f) hangar lacks light fixtures that protect light bulbs or tubes.

Licensee represents that it has sufficiently investigated the physical condition of the Assigned Hangar and the building in which the Assigned Hangar is located, including without limitation the nature of the above-mentioned deficiencies, and (i) has satisfied itself with respect to the physical condition thereof, and (ii) understands the nature of each and every disclosed deficiency. With full knowledge of the physical condition and the above-mentioned deficiencies, Licensee desires to obtain a License for the purpose of storing an aircraft owned in whole or in part by Licensee within the Assigned Hangar in its "As-Is" condition.

Licensee further represents that it understands the risks assumed by use of the Assigned Hangar with the above-identified deficiencies for aircraft storage, including but not limited to property damage or even serious bodily injury. In consideration of receiving the License, Licensee hereby releases the County and all of its officers, employees, and agents from all liability for any property damage, personal injury, death, or other damage of any kind arising from or related to physical condition of the Assigned Hangar or the physical condition of the building in which the Assigned Hangar is located. Licensee's decision to obtain the License is voluntary, assuming all risk of loss, damage, or injury including death that may occur as a result of the physical condition of the Assigned Hangar or the building in which it is located. Licensee is giving up the right for itself and/or its family, heirs, successors, or assigns to sue the County for and all injuries or damages resulting from or related to the physical condition of the Assigned Hangar or the building in which it is located.

4. **Term.** This License shall commence on the Effective Date set forth above, and shall continue from month-to-month thereafter, unless terminated pursuant to the provisions of this License.

5. **License Fee.**

(a) **Monthly Fee.** Licensee shall pay to County the sum of One Hundred Ninety Four and 46/100s dollars (\$194.46). Said fee shall be payable in advance on or before the first day of each calendar month, except that the first month's fee shall be tendered upon execution of this License. The fee for partial months shall be prorated based on a thirty-day month.

(b) **Annual Consumer Price Index Adjustment of Fee.** The Monthly Fee shall be subject to an annual adjustment in relation to the Consumer Price Index. Effective on July 1<sup>st</sup> of each year, the Monthly Fee shall be adjusted upward by the cumulative increase in the Consumer Price Index. The Index used is the bi-monthly All Urban Consumers, San Francisco-Oakland Metropolitan Area; provided, however, that in no event shall the adjusted monthly fee be less than the immediately preceding monthly fee.

(c) **Periodic Adjustment of Monthly Fee by Board of Supervisors.** In addition to the annual consumer price index adjustment, the Board of Supervisors may from time to time adjust the Monthly Fee. Thirty days notice of any such changes in the Monthly Fee by the Board of Supervisors shall be provided in writing to Licensee by County.

(d) **Delivery of Payments.** All fees due under this License shall be made payable to the County of Amador, and shall be considered paid when delivered as set forth below:

In Person:	Amador County Airport 12370 Airport Road	By Mail:	Amador County Airport 12200-B Airport Road
------------	---------------------------------------------	----------	-----------------------------------------------

(e) **Late Charges.** Licensee acknowledges that late payment of monthly fees by Licensee to County will cause County to incur costs not contemplated by this License Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if the monthly fee is not received within five days of the due date, a late charge of five percent (5%) shall be added to the payment, and the total sum shall become immediately due and payable to the County. An additional charge of five percent (5%) of the delinquent payment (exclusive of late charges) shall be added for each additional month or portion thereof that said payment remains unpaid.

Licensee and County agree that this late charge represents a fair and reasonable estimate of the costs that County will incur by reason of late payment by Licensee. Acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount, nor prevent County from exercising any other rights and remedies available to County.

(f) **Security Deposit.** On or before the effective date of this License, Licensee shall deposit with the County a security deposit in an amount equal to one month's fee, as security for Licensee's faithful performance of its obligations under this License. County may use, apply, or retain all or any portion of the security deposit for the payment of any amount due County or to reimburse or compensate County for any liability, expense, loss, or damage which County may suffer or incur. If County uses or applies all or any portion of the security deposit, Licensee shall, within ten (10) days after written request therefore, deposit monies with County to restore the security deposit to the full amount required by this License.

As the Monthly Fee increases during the term of this License, Licensee shall, upon written request from County, deposit additional monies with County so that the total amount of the security deposit shall at all times equal the amount of the current Monthly Fee.

County shall not be required to keep the security deposit separate from its general accounts. No part of this security deposit shall be considered to be held in trust, to bear interest, or to be a prepayment of any monies to be paid by Licensee under this License Agreement. County shall return any unused portion of the security deposit within thirty (30) days of Licensee's vacation of the Assigned Hangar.

**6. Compliance with Laws.** Licensee shall, at Licensee's sole cost and expense throughout the term of this License abide by and act in full compliance with this License and with all applicable statutes, ordinances, rules, codes, or regulations now or hereinafter adopted by any federal or state governmental entity, and with all ordinances, regulations, policies, and guidelines now in effect or hereafter adopted by the County.

**7. Authorized Activities.** Licensee may conduct the following authorized activities at Airport under the authority of this License to the extent the activities are consistent with the terms of this License and in compliance with any and all applicable statutes, ordinances, codes, rules, regulations, policies, and guidelines:

- (a) Aircraft parking and storage in the Assigned Hangar.
- (b) Parking of Licensee's and Licensee's guest's motor vehicles in the area designated by County for vehicle parking.

(c) Storage of aircraft support equipment directly related to Licensee's aircraft in the Assigned Hangar.

**8. Maintenance of Aircraft.** Licensee shall not engage or use the service of a person for hire in connection with any aircraft work, maintenance or repair at or in the Assigned Hangar. Licensee shall not perform major repair or maintenance work or non-routine, non-preventative maintenance on the aircraft at or in the Assigned Hangar without prior written approval of the Airport Manager. Airport Manager may grant approval to restore aircraft, build kit aircraft, or perform specified major maintenance activities in the Assigned Hangar as long as Licensee is in compliance with all applicable fire, safety, and building codes. These provisions shall not limit the aircraft owner or pilot from performing routine, preventative maintenance on the aircraft as permitted by the Federal Aviation Regulations. Under no circumstances shall Licensee perform the following activities or allow them to be performed in the Assigned Hangar:

- (a) Application of flammable finishes (paint, dope, chemical stripping, epoxy, resin, etc.);
- (b) Making, breaking, or repairing any fuel system connections or components (carburetor, valves, lines, tanks, etc.);
- (c) Any fueling or defueling of the aircraft;
- (d) Washing or painting of the aircraft;
- (e) Welding or storage of welding equipment; or
- (f) Use of open flames or other sources of ignition such as electric or fueled heaters.

**9. Restrictions and Conditions on Use of Assigned Hangar.** The following restrictions and conditions shall apply to the activities authorized by this License:

(a) Licensee shall, at Licensee's sole cost and expense, install in the Assigned Hangar a minimum of one 4A-40BC fire extinguisher that is mounted between three (3) and five (5) feet from the floor and must be near an exit. Licensee shall maintain the fire extinguisher in proper working order throughout the term of this License.

(b) Licensee shall keep the Assigned Hangar clean and free of debris. Refuse or waste products must be removed and properly disposed of by Licensee.

(c) Licensee shall promptly report to the Airport Manager any condition in the Assigned Hangar that may require maintenance by County.

(d) Licensee shall not conduct any commercial activity, including but not limited to aircraft charter, rental, repair, or instructional services within the Assigned Hangar or at the Airport unless such activities are pursuant to a separate written agreement with the County.

(e) Licensee shall not prevent or hinder movement of aircraft, vehicles, or pedestrians along taxiways or other areas of common use.

(f) Licensee shall not store any property or equipment not normally used or required for aircraft support and flight operations or related aviation activities.

**10. Prohibited Materials; Nuisance Prohibited.** Licensee shall not store or use combustible or chemicals or materials at or in the hangar except as permitted by the Amador Fire Protection District. Licensee shall not store, dispense, or otherwise handle fuel, compressed gasses or other hazardous materials. Licensee shall properly dispose of all wastes and hazardous materials in a legal manner and in appropriate receptacles. Licensee shall not create a nuisance or perform any other act or thing which interferes with the quiet enjoyment of the Airport by any other licensee, tenant, or member of the public. For purposes of this paragraph, hazardous materials include, but are not limited to: (a) substances which are flammable, explosive, corrosive, radioactive, or toxic; (b) those asbestos-containing materials defined and described in Environmental Protection Agency Report No. 56/5-85-024 (June 1985) whether or not friable, or any related or successor report, or other applicable government regulations defining or describing such materials; (c) pesticides as defined by Section 136(u) of FIFRA (7 U.S.C. Section 136) as may be present in soil or groundwater; (d) "hazardous wastes" as defined in Section 25117 of the California Health and Safety Code, or as a chemical that is known to the State of California to "cause cancer or reproductive toxicity" under the Safe Drinking Water and Toxic Enforcement Action of 1986, California Health and Safety Code Sections 25249.5 et seq.; and (e) any material or substance defined hazardous materials, substances or waste, or toxic materials, substances or waste as those terms or similar terms are defined by any other federal, state, or local law, rule, regulation, or order.

Notwithstanding the above-mentioned restriction, Licensee may store within the Hangar no more than two 5 gallon flammable liquid containers. All flammable liquid containers, empty or full, shall be labeled and listed for their specific use. Licensee shall obtain approval from the Airport Manager to store quantities in excess of ten (10) gallons and it shall be stored in an approved and listed flammable liquid storage cabinet. Aerosols must always be stored in an approved and listed flammable liquid storage cabinet.

**11. Indemnity and Insurance.**

(a) Indemnification by Licensee. Licensee shall 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 Licensee's use or occupancy of the Assigned Hangar, or Licensee's use of the Airport or ownership or use of aircraft or hangar operations, or occurring at the Assigned Hangar during the term of this License or any time of occupancy of the Assigned Hangar by Licensee, unless such Claim arises out of the sole negligence or willful misconduct of County or its agents or employees.

(b) Aircraft/Airport Liability Insurance. Throughout the term of this License and during any time of occupancy of the Assigned Hangar by Licensee, Licensee shall carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided:

(1) A policy of Aircraft/Airport Liability Insurance in an amount of not less than One hundred Thousand Dollars (\$100,000) property damage/destruction; One hundred Thousand Dollars (\$100,000) per person for injury or death; with a

total maximum of One Million Dollars (\$1,000,000) per accident.

All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Licensee of that part of the indemnity agreement contained in this Article relating to liability for injury to or death of persons and damage to property.

(2) A policy of fire legal liability insurance, in an amount of not less than Fifty Thousand Dollars (\$50,000), without deduction for depreciation, including costs of demolition and debris removal, and with deductibles not to exceed One Thousand Dollars (\$1,000).

All policies of insurance provided for herein shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best's" Insurance Reports, qualified to do business in the State of California. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Licensee in like manner and to like extent.

(c) Policy Forms and Certificates. All policies of insurance required of Licensee hereby shall name the County of Amador, its officers, agents and employees, as an additional insured. Licensee's obligations to carry the insurance provided for above may be satisfied by inclusion of the Assigned Hangar within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Licensee; provided, however, that the coverage afforded County will not be reduced or diminished by reason of the use of such blanket policies of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Certificates of such insurance shall be delivered to the County, Office of Risk Management, 810 Court Street, Jackson, California 95642 as soon as practicable after the placement of the required insurance, but in no event later than five (5) days prior to the effective date of the License. Thereafter, copies of renewal policies or certificates thereof shall be delivered to County within thirty (30) days prior to the expiration of the term of each such policy. All certificates of insurance required of Licensee hereby must evidence that the insurer providing the policy will give to County thirty (30) days' notice in writing in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage that County may carry. Licensee agrees to permit County at all reasonable times to inspect any policies of insurance of Licensee which Licensee has not delivered to County.

(d) Adjustment of Licensee's Insurance Coverage. County retains the right at any time to review the coverage, form and amount of insurance required of Licensee hereunder. Following such review, County may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection, in County's judgment, against the kind and extent of risk which may exist at the time such a change in insurance is required.

**12. Alterations to Assigned Hangar.** Licensee shall not make or cause to be made any alterations or improvements to the hangar, including alterations or modifications to the Assigned Hangar's electrical installations or equipment, without first securing the written consent of the GSA Director or his or her designee. The GSA Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with the Westover Field Rules and Regulations and all applicable building, zoning, and fire codes. Upon termination of this License Agreement, at the sole option of County: (1) the alterations or improvements shall become the property of

the County and shall remain on the premises; or (2) Licensee shall remove all alterations or improvements and return the Assigned Hangar to the County in substantially the same condition as the hangar existed at the commencement of this License Agreement.

**13. Right to Enter (Inspection of Assigned Hangar).** The parties agree that it is a material term of this License that County shall have the right by its officers, employees, agents, and contractors to enter into and upon the Assigned Hangar at any and all reasonable times (and in emergencies at all times) to make any inspection the GSA Director in his or her sole discretion may deem expedient or desirable for the proper enforcement of the covenants, conditions, restrictions, limitations, and provisions of this License, or any other matter relevant to this License; to maintain the Assigned Hangar; or to do repair, maintenance, alteration, clean-up, or removal under the conditions set forth herein if and when County shall desire to do so.

County shall provide five (5) calendar days notice, under most circumstances, prior to any inspection or entry. No advanced notice is required under exigent or emergency circumstances. Upon the time set for inspection, the parties agree that County may use all reasonable means to effect entry into any structure, or onto any portion of the Assigned Hangar, and that furthermore, any damage or cost to repair arising by virtue of such entry shall be borne by Licensee and not County should Licensee fail to appear and cooperate in arranging entry and inspection as requested.

If, as a result of any inspection, the GSA Director deems any repair, maintenance, alteration, clean-up, or removal is required under the terms of this License to be done by Licensee (collectively "Repairs"), the GSA Director may demand by written notice that Licensee make such Repairs forthwith. If Licensee fails, refuses, or neglects to commence and complete the Repairs with reasonable diligence, then County may (but shall have no obligation to) reenter the Assigned Hangar and cause such Repairs to be done, and Licensee agrees to pay County on demand for the cost thereof.

**14. Temporary Vacation of Assigned Hangar.** Licensee shall be required to temporarily vacate the Assigned Hangar when deemed necessary by the GSA Director to complete any maintenance, repairs, upgrades, or other work to the Assigned Hangar or the building in which it is located. County shall provide Licensee no less than five (5) days written notice prior to the date the Assigned Hangar must be temporarily vacated. Airport Manager shall make a tie-down space available to Licensee for the storage of Licensee's aircraft at no additional cost. Licensee is solely responsible for the removal and storage of any other personal property in the Assigned Hangar, and Airport manager has no obligation to provide alternate storage space for any such personal property. County shall not be responsible for any damage or loss to any personal property (including aircraft) left in the Assigned Hangar after the date set for vacation. The Monthly Fee shall be adjusted based on the number of days Licensee is required to remain out of the Assigned Hangar.

**15. Notices.** Wherever this License provides for notices, communications or demands between the parties, or wherever the law requires or gives the right of serving a notice, the same shall be served by registered or certified mail, addressed as follows:

County: County of Amador  
C/O Director of General Services  
12200-B Airport Road  
Jackson, CA 95642

Licensee: As specified in Paragraph 1 of this License Agreement.



It shall be Licensee's obligation to provide Airport Manager in writing with a valid, current mailing address and telephone number for notice purposes.

**16. Termination.** This revocable license may be terminated without cause and for any reason by either County or Licensee upon thirty (30) days prior written notice to the other party.

**17. Breach or Default of License Agreement.** The occurrence of any of the following shall constitute a breach or default of this License Agreement by Licensee:

(a) Failure to pay any fee due under this License Agreement when due, if the failure to pay continues for three (3) days after notice of the failure has been given to Licensee.

(b) Except as otherwise specifically provided in this License Agreement, failure to perform any other provision of this License Agreement if the failure to perform is not cured within ten (10) days after notice of the failure has been given to Licensee. If the breach or default cannot be reasonably cured within ten (10) days, Licensee shall not be in breach or default of this License Agreement if Licensee commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the breach or default.

Notices given under this paragraph shall specify the alleged breach or default and shall demand that Licensee perform the provision of the License Agreement or pay the fee that is in arrears, as the case may be, within the applicable time period, or the License Agreement is terminated. No such notice shall be deemed a termination unless the County so specifies in the notice.

The County, at any time after Licensee commits a breach or default of this License Agreement, can cure the breach or default at Licensee's cost. If the County, at any time, by reason of licensee's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by the County shall be due immediately from Licensee to the County at the time the sum is paid.

**18. Surrender of Assigned Hangar.** On termination of this License, Licensee shall surrender Assigned Hangar in good condition. Any aircraft occupying the Assigned Hangar must be removed by Licensee prior to the effective date of any termination as provided in this License Agreement. Any aircraft occupying the Assigned Hangar after the effective date of any termination may be removed by the Airport Manager, or his or her designee, and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All costs and expenses of moving the aircraft shall be Licensee.

At the sole option of the County, title to any other personal property remaining in the Assigned Hangar after the effective date of any termination shall become the property of the County, and under such circumstances, Licensee shall have no rights to said property and waives all ownership rights to said property and any rights to notice under Section 1980, et seq. of the California Civil Code or any other provision of law relating to abandoned property.

**19. Taxes.** Licensee is advised that the execution of this License may subject it to a possessory tax or other property taxes imposed by the County of Amador or other taxing authorities. During the term of this License, Licensee hereby agrees to pay or cause to be paid, prior to delinquency, any taxes, including but not limited to possessory interest taxes and any assessments levied or assessed on the Assigned Hangar and existing in the Assigned Hangar on any real or personal property situated in, on or about the Assigned Hangar, or in, or about any building or improvements thereon.

20. **National Emergency.** County reserves the right during time of war or national emergency to lease all or any part of the airport landing area to the United States Government for military or civil use. If any such lease is executed the provisions of this License shall be suspended insofar as they are inconsistent with the provisions of the lease to the United States Government.

21. **Venue.** If either Licensee or County initiates an action to enforce or construe the terms hereof or to declare the rights of the parties hereunder, the parties agree that the venue thereof shall be in Amador County, California.

22. **Assignment or Subletting.** Licensee shall not assign, sublet, or otherwise transfer or encumber its interest in this License either voluntarily or by operation of law.

23. **General Provisions.**

(a) **Contract Execution.** Each individual executing this Agreement on behalf of Licensee represents that he or she is fully authorized to execute and deliver this License. If Licensee is a corporation, Licensee shall, within thirty (30) days after execution of this License, deliver to County a certified copy of a resolution of the Board of Directors of the corporation authorizing or ratifying the execution of this License.

(b) **Construed Pursuant to California Law.** The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California.

(c) **Incorporation of Agreements and Amendments.** This License 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 License may be modified only in a writing signed by both parties.

(d) **Severability.** The invalidity of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(e) **Time of Essence.** Time is hereby expressly declared to be the essence of this License 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 License.

(f) **No Waiver.** No waiver of any representation, warranty, covenant, term or condition of this License shall be deemed to imply or constitute a further waiver of the same or any other representation, warranty, covenant, term or condition of this License. Further, a waiver of any breach shall not be deemed to be a waiver of any subsequent breach. The subsequent acceptance of rent or any other monetary amount hereunder by County shall not be deemed to be a waiver of any preceding breach of Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental or other monetary amount so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent.

(g) **Joint and Several Liability.** If more than one Licensee is named herein, the obligations of each Licensee shall be joint and several.

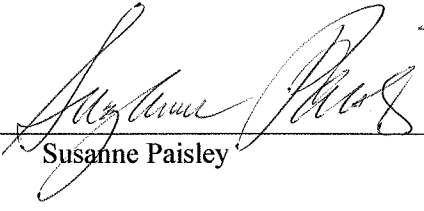
(h) **Survival.** All representations and warranties of Licensee shall survive termination of this License.

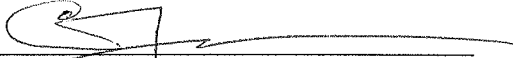
IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

COUNTY:

LICENSEE:

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

BY:  \_\_\_\_\_  
Susanne Paisley

BY:  \_\_\_\_\_  
Charles C. Jones

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR COUNTY  
COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

BY: \_\_\_\_\_  
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:	
12/10/13	

To: Board of Supervisors

Date: December 3, 2013

Agmt

From: Jon Hopkins, Dir.  
(Department Head - please type)

Phone Ext. X759

Department Head Signature

Agenda Title: First Amendment - Amador Community College Foundation

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

On November 12, 2013 the Board discussed terms and conditions to amendment Amador Community College Foundation (ACCF) sublease to include joint uses of their space with Mother Lode Job Training (MLJT). Attached is the First Amendment to ACCF's sublease.

Recommendation/Requested Action:

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

Committee Review? N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GC

Auditor EPJ

GSA Director Hop

CAO \_\_\_\_\_

Risk Management \_\_\_\_\_

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

GSA-Jon Hopkins ; ACCF; MLJT;

### FOR CLERK USE ONLY

Meeting Date December 10, 2013 Time 9 a.m. Item # 4D

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

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

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

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

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

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

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

Save

## FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO THE AMADOR COMMUNITY COLLEGE FOUNDATION SUBLEASE 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 AMADOR COMMUNITY COLLEGE FOUNDATION, a California non-profit corporation (ACCF) ("Lessee").

A. County and Lessee executed a Sublease for an area within the premises occupied by the County at 10877 Conductor Blvd, Sutter Creek, California dated March 1, 2013.

B. County and Lessee desire to modify the Original Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Sublease is amended by changing it to read as follows:
  - a. The Premises subleased by ACCF is identified as an area consisting of a portion of approximately 2,315 square feet, commonly referred to as Suites 701, 703, 704, 705 and 706, whereas ACCF will occupy 772 square feet located within the premises occupied by County at 10877 Conductor Boulevard, Sutter Creek, California. ACCF will be co-located in Suite 701 with Mother Lode Job Training. The Premises are shown on the diagram attached as Exhibit A and incorporated by this reference.
  - b. In addition and depicted on Exhibit A, ACCF shall jointly share Room 706 (break-room/storage) and Room 703 (conference room) with Mother Lode Job Training.
  - c. In addition, ACCF shall have the right to utilize common areas for the Building, such as restrooms and hallways. ACCF may also use the 575 square foot conference room depicted on Exhibit A on a first-come first-serve basis with the other occupants of the Building. All use by ACCF of any common areas or conference rooms shall comply with all policies and regulations applicable to use of those areas.
  - d. ACCF shall have the right to utilize any undesignated parking spaces for the Building in common with all other users of the Building.

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

COUNTY:

LESSEE:

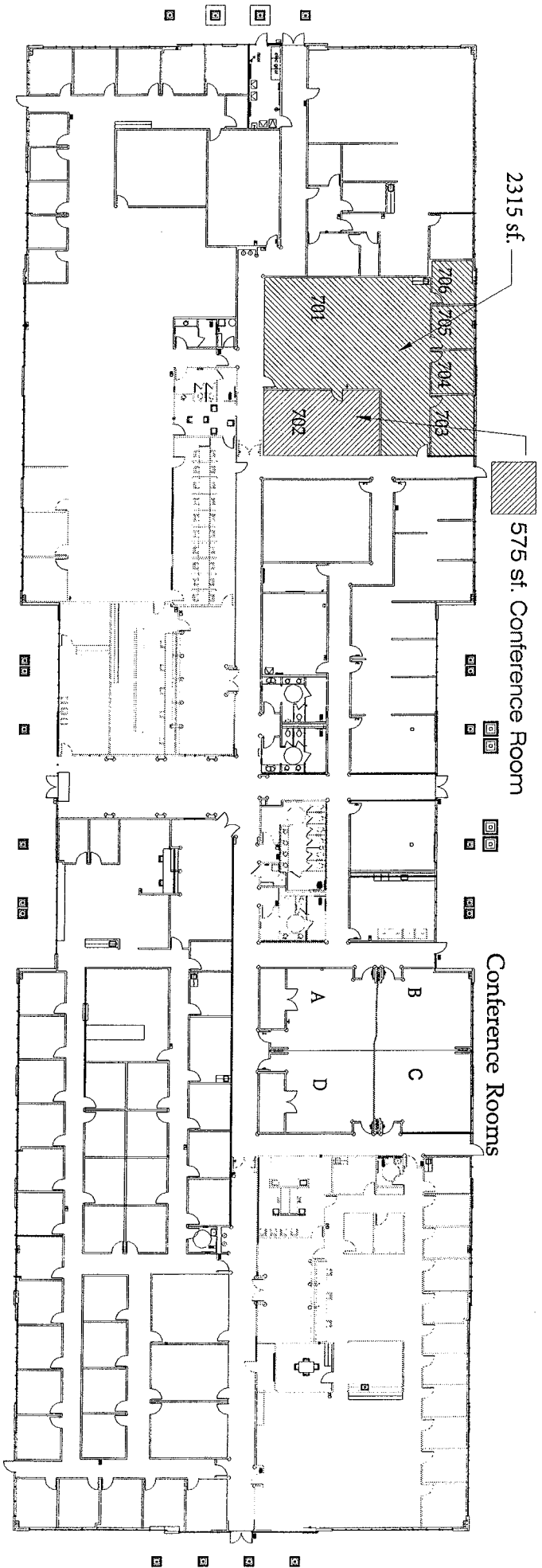
BY: \_\_\_\_\_  
Chairman, Board of Supervisors  
Richard M. Forster

BY: \_\_\_\_\_  
John Plasse  
Chairman, Board of Directors

APPROVED AS TO FORM:  
COUNTY COUNSEL

BY: \_\_\_\_\_  
Gregory G. Gillott, County Counsel

# EXHIBIT A



# 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:	
12/10/13	

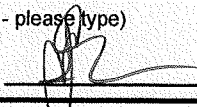
To: **Board of Supervisors**

Date: December 3, 2013

From: Jon Hopkins, Dir.  
(Department Head - please type)

Agmt

Phone Ext. X759

Department Head Signature 

Agenda Title: Sublease with Mother Lode Job Training

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

On November 12, 2013 the Board discussed terms and conditions to sublease to Mother Lode Job Training (MLJT) and co-locate with Amador Community College Foundation (ACCF) at the Heath and Human Services Building. Attached is the sublease with MLJT for the Board's consideration.

Recommendation/Requested Action:  
**Approve the sublease with MLJT.**

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

Staffing Impacts N/A

Is a 4/5ths vote required? Yes  No

Committee Review? N/A

Name \_\_\_\_\_

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


Contract Attached: Yes  No  N/A

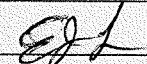

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel 

Auditor  GSA Director 

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

GSA-Jon Hopkins ; ACCF; MLJT

### FOR CLERK USE ONLY

Meeting Date December 10, 2013 Time 9 a.m. Item # 4E

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

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

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

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

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

Save



## SUBLEASE

THIS SUBLEASE (this "Sublease") is made and entered into as of \_\_\_\_\_, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") as sublessor, and MOTHER LODE JOB TRAINING, a California nonprofit corporation ("MLJT") as sublessee. This Sublease shall supersede any agreements between the parties with respect to sublease of the premises described herein.

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

1. Premises.

a. The Premises subleased by MLJT is identified as an area consisting of a portion of approximately 2,315 square feet, commonly referred to as Suites 701, 703, 704, 705, and 706, whereas MLJT will occupy 1,543 square feet located within the premises occupied by County at 10877 Conductor Boulevard, Sutter Creek, California (the "Building"). MLJT will be co-located in Suite 701 with the Amador Community College Foundation (ACCF) who will use the remaining 772 square feet for their purposes. The Premises are shown on the diagram attached as Exhibit A and incorporated by this reference.

b. In addition and depicted on Exhibit A, MLJT shall jointly share Room 706 (break-room/storage) and Room 703 (conference room) with ACCF. Rooms 705 (office) and Room 704 (office) are reserved specifically for MLJT purposes. MLJT may use conference room(s) A, B, C, or D in the building on a first come first serve basis with other occupants of the Building. All use by MLJT of any common areas or conference rooms shall comply with all policies and regulations applicable to the use of these rooms.

c. MLJT shall have the right to utilize any undesignated parking spaces for the Building in common with all other users of the Building.

d. MLJT shall have permission to locate appropriate signage at the front entrance and rear door of the Premises for navigational purposes to locate their suite. Signage shall be subject to review and approval by County prior to being put in place.

2. Term; Termination. This Sublease shall commence on **January 1, 2014** and shall continue until December 31, 2019 unless terminated sooner as provided in this Lease. MLJT shall have an option of a (3) year extension of the Lease, if exercised in writing and delivered to the County prior to the termination of the Lease. This Lease may be terminated without cause and for any reason by either County or MLJT upon sixty (60) days prior written notice to the other party. However, in the event the Master Lease (defined below) is earlier terminated in accordance with its terms, this Sublease shall automatically terminate on the date of termination of the Master Lease.

3. Rent.

(a) Base Rent: MLJT shall pay to County as Base Rent for the Premises a monthly payment of **Two Thousand Dollars and No Cents (\$2,000.00)**, payable in advance on the first day of each month at the address stated herein. Base Rent for any period during the term hereof that is for less than one month shall be prorated based on a month of 30 days. In the event this Sublease is executed after the Effective Date, then MLJT shall immediately pay to County the difference, if any, between monthly rent previously paid by MLJT and the Base Rent calculated in accordance with this paragraph.

(b) Increases in Base Rent: The base rent will increase annually on the anniversary date of the lease by the lessor of two (2.00) percent or the annual increase in the Consumer Price Index for the greater San Francisco area for all Urban Consumers (CPI-U) as published for that year by the U.S. Department of Labor Bureau of Labor Statistics; whichever is less.

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

4. Security Deposit. Waived.

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

6. Utilities. MLJT's utility costs (water, sewer, PG&E, and refuse collection) are included in the base rent. Internet access with a bandwidth of 50 MB/5MB will be provided to MLJT at Twenty Six Dollars and No Cents (\$26.00) per month and Five Dollars and No Cents (\$5.00) per month for one static IP address for a total of Thirty one Dollars and No Cents (\$31.00) per month. Additional bandwidth may be purchased at cost by MLJT and such costs will be pro-rated to the degree that other Tenants will benefit from the increase bandwidth. MLJT is to be charged on an hourly basis for the use of the County's Information Technology Services at the same rate as provided to other county tenants. By executing this lease MLJT acknowledges Heating, Air Conditioning, and Ventilation (HVAC) are programed for the hours of Monday through Friday only. If HVAC is needed after hours MLJT shall pay for the additional use of HVAC.

7. Maintenance and Repairs. MLJT's maintenance costs are included in the base rent. Custodial services shall be provided by MLJT at no cost to the County.

8. Security.

(a) MLJT staff shall be allowed to enter the main entrance and all staff entrances at the rear of the Building; staff rest rooms; staff break room; administration area; and any other areas for which the HHS Director determines that card reader access may be appropriate. MLJT's

invitees may enter using the main front entrance of the Building as well as the building exterior rear door located on the access corridor to Suite 701, and shall be entitled to use only the Premises and any other areas in the Building generally open to the public. MLJT shall have access to the Premises at any time, including after normal business hours; provided, however, that access to the Building after hours shall be through the rear door located on the access corridor to Suite 701 of the Building only. MLJT shall additionally have after-hours access to conference rooms in the Building that have been reserved for MLJT's use.

(b) The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). The County of Amador is a "hybrid entity" under HIPAA, and portions of the Building occupied by County will generate and maintain Protected Health Information, as defined in HIPAA. MLJT shall maintain the confidentiality of any Protected Health Information that it may encounter. In the event that MLJT becomes aware of the disclosure of Protected Health Information, MLJT shall report such disclosure to County's HIPAA Officer. The report shall contain the following information:

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

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

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

11. Insurance and Indemnity.

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

(b) MLJT shall indemnify and hold County free and harmless from and against any and all cost, liability, and expense arising in any respect from MLJT's use and/or occupancy of the Premises, including, but not limited to, any attorneys' fees and/or other litigation expenses County may incur in defending itself against any such claims or actions, unless such cost, liability or expense arises from the sole, active negligence of County.

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

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

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

Mother Lode Job Connection: Jeff Dickason, Executive Director  
Mother Lode Job Connection  
18980 Cedar Road North  
Sonora, CA 95370

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

COUNTY OF AMADOR

MOTHER LODE JOB TRAINING

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

By: AR DeLeon \_\_\_\_\_  
Executive Director

Approved as to form:  
Gregory Gillott, County Counsel

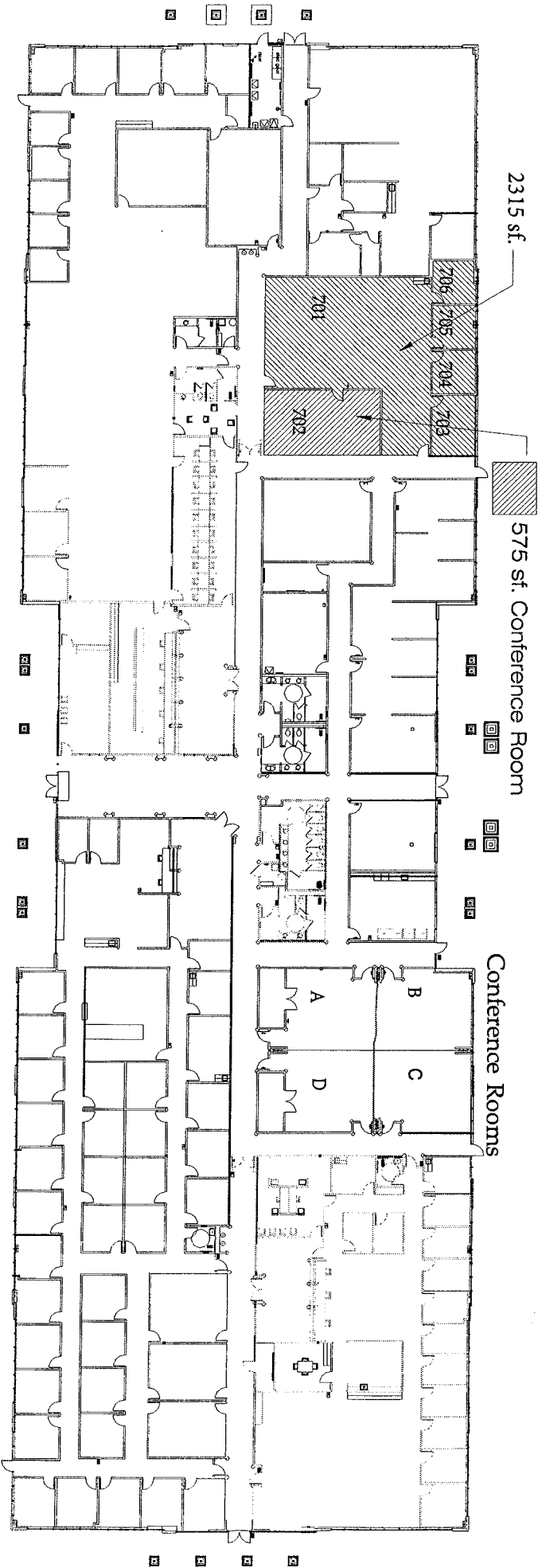
By: \_\_\_\_\_

Attest:

Jennifer Burns, Clerk of the Amador County  
Board of Supervisors

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

# EXHIBIT A



## Exhibit B

### Standard Insurance Requirements

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

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

#### General Provisions:

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

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
12/10/13	

To: Board of Supervisors

Date: December 3, 2013

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

*Agmt*

Phone Ext. X759

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

Agenda Title: Jail Property Assessment Contract

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

Previously the Board authorized the negotiation of a contract to evaluate jail construction options and costs utilizing the scope of work. A contract has been negotiated with Cater Goble Associates, LLC (CGL) and is attached for execution. Funding for the project will come from the Capital Facilities Fees.

Recommendation: Approve the contract with Cater Goble Associates, LLC (CGL) in the amount of \$59,850.00 to evaluate jail construction options and costs.

Recommendation/Requested Action:  
See above recommendation.

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

Sufficient Funds are available \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

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

Committee Review? N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel EG

Auditor EDL GSA Director HP

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

GSA-Jon Hopkins

### FOR CLERK USE ONLY

Meeting Date December 10, 2013 Time 9 a.m. Item # 4F

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

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

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

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

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

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## AGREEMENT FOR JUSTICE PLANNING SERVICES

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 **Carter Goble Associates, LLC (CGL)**, a California Corporation (the "Contractor").

### RECITALS

A. Pursuant to Government Code Section 31000, County desires to engage CGL to provide planning services to evaluate costs, site options and alternatives for the construction of a new jail.

B. Contractor is in the business of providing services 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 THEREFOR, in consideration of the performance of the covenants herein contained, the parties agree as follows:

### 1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall provide Planning services (the "Work"). The Work is more particularly described on **Attachment A** 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.

1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.

1.3 Contractor is authorized to proceed immediately upon full execution of this Agreement and delivery of required insurance certificates as required by section 11 below.

1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor existing information in County's possession applicable to the Work.

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; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate One Hundred Eighty (180) days after execution. County reserves the right to terminate this Agreement with or without cause on seven (7) days written notice to Contractor. County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or its employees, agents or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. 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.
5. COMPENSATION TO CONTRACTOR.
  - 5.1 Contractor shall submit monthly invoices in arrears indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Contractor shall be paid **on a time-and-materials basis, with a cost-not-to-exceed limit of Fifty Nine Thousand Eight Hundred Fifty Dollars and No Cents (\$59,850)** in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference. In no event shall total compensation to Contractor under this Agreement exceed the sum of **Fifty Nine Thousand Eight Hundred Fifty Dollars and No Cents (\$59,850)**.
  - 5.2 Contractor shall submit monthly invoices no later than thirty (30) days after the last day of the month in which services were rendered. Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report showing progress toward completion of each task constituting the Work. Invoices shall reflect charges for the portions of the Work completed during the reporting period covered by the corresponding progress report. Invoices cannot be paid prior to submission of a progress report for the period in question.
  - 5.3 County shall make payment to Contractor within thirty days following submission of an invoice for payment together with the accompanying progress report. Compensation shall be based upon the services described on the invoice and in an amount properly allowed by the County.
  - 5.4 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request

or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

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 assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.3 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.

6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County's General Services Director. 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.

6.5 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 respecting the Work, 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.

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 Contractor is not 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. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature 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 or its principals 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 legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

11. INSURANCE.

11.1 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 policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or email [risk@amadorgov.org](mailto:risk@amadorgov.org) 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 policy 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 and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; 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 or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy

in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party.

12. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, 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, officials, employees, representatives, representatives or agents.
13. DOCUMENTS AND RECORDS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans & drawings, costs estimates, correspondence and other pertinent data gathered or computed by Contractor for the Work prior to termination. 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.
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. PUBLIC RECORDS ACT DISCLOSURE. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Contractor has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret



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

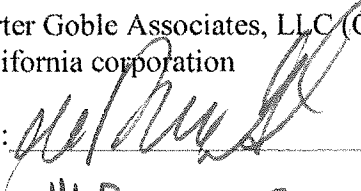
- 21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 22. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
- 23. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
- 24. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 25. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

COUNTY OF AMADOR

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

CONTRACTOR:  
Carter Goble Associates, LLC (CGL), a  
California corporation

BY:   
Name: W. ROBERT GLASS, AIA  
Title: EXECUTIVE VICE PRESIDENT

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 A – SCOPE OF WORK

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

- I. Phase I – CGL will provide evaluation assistance for the new jail and present a Site Options Evaluation Report. The report will include:
  - A. Analysis of four identified site options for a new County jail to include:
    1. Existing Amador County Jail and Sheriff’s offices
    2. SPI property
    3. 201.37-acre site
    4. Existing leased Health and Human Services Building
  - B. Develop evaluation criteria for all sites using the Counties input. Analysis examples are as follows:
    1. Is the site suitable to build
      - a. Site constraints (understand if the recommended program is site adaptable [will it fit?])
      - b. Utility infrastructure (understand existing and potential future requirements)
      - c. Future expansion potential
      - d. Parking (is there adequate space)
    2. Real Estate Due Diligence concerns
    3. Environment issues needing remediation
    4. Reuse of existing building (i.e., structural upgrades)
    5. Public perception, i.e., Not in My Back Yard (NIMBY) concerns
    6. Security upgrades
    7. Permitting requirements, (i.e., Cal Trans, other municipalities)
    8. Order of magnitude on construction costs and project scheduling
  - C. Visual overlays of building footprints and spatial diagrams for each site.
  - D. All supporting documentation on each site to develop an understanding and make a reasonable assessment.
  - E. A draft report to the County that demonstrates the best suitable site for designing and constructing the project.
- II. Phase II – Review the County’s most recent needs assessment and programming reports and evaluate building the project on a selected site:
  - A. Review current needs assessment and programming reports
  - B. Recommend space needs that will complement and enhance the current programming, such as the following:
    1. Substance abuse treatment program space needs
    2. Additional square footage required for multiple programs
  - C. Identify areas of major need and recommendations for implementation, including:
    1. Potentially increasing future program space given the change in the type of inmate the County is now supervising

- D. Produce recommendations for the following:
  - 1. Use of AB 900 monies
  - 2. Not using AB 900 monies
  - 3. Impacts of AB 109
  - 4. If County does nothing

III. Phase III – Review, validate, and update County’s construction costs and escalation estimates for a selected site:

- A. Review previous estimates from the County
- B. Assist in updating and validating current construction estimates
- C. Ensure construction estimates reflect recent market pricing
- D. Review escalation costs using most recent and readily available market data

IV. Phase IV – Summary Report

Submit a final comprehensive report from all phases described above.

**ATTACHMENT B – COMPENSATION**

Compensation will be made based on phases. Estimated reimbursable expenses for the scope of work are included in the phases.

**FEEES**

- PHASE I..... 35%
- PHASE II ..... 25%
- PHASE III ..... 25%
- PHASE IV ..... 15%

**COST-NOT-TO-EXCEED ..... \$59,850**

**DELIVERABLES**

At the conclusion of each phase, CGL will submit a draft deliverable to the County. Input and comments are anticipated, and those comments will be incorporated into the final comprehensive report.

**ADDITIONAL INFORMATION**

If the County requests CGL to provide additional services beyond the scope described above, this will be discussed and negotiated and an amendment will be executed.

If CGL believes additional engineering services are required to make this work effort comprehensive, CGL will submit a recommendation to the County.

When CGL approaches 75% of the total fee amount, CGL will request a conversation with the County to evaluate the level of effort to complete the remaining scope of work. Conclusion of that conversation may request additional compensation.

# AGENDA TRANSMITTAL FORM

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>12/10/2013</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

To: Board of Supervisors

Date: 12/02/2013

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

Phone Ext. 470

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

Agenda Title: Agricultural Advisory Committee

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

Approval of the appointment of Mr. Gary Gladen as a Regular Member to the subject committee for a term that is coterminous with District 3 Supervisor.

Recommendation/Requested Action:

**Approval**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel \_\_\_\_\_

Auditor \_\_\_\_\_

GSA Director \_\_\_\_\_

CAO \_\_\_\_\_

Risk Management \_\_\_\_\_

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

Susan Grijalva, Planning Dept; Committee Clerk to send letters to appointees and update database and files.

### FOR CLERK USE ONLY

Meeting Date

December 10, 2013

Time

9 a.m.

Item #

6A

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

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

A new ATF is required from \_\_\_\_\_

Department

For meeting

of \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Save

Print Form

## COMMITTEE MEMBER APPLICATION FORM

Date 11-25-13

Please consider me for the following committee: Agg advisory

NAME: Gary Gladen

Mailing Address: [REDACTED]

Physical Address: [REDACTED]

Business Address:

Telephone - Home: [REDACTED]

Work: [REDACTED]

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

land owner agg. , Timber operator, General Eng & Electrical licensed in Calif.

OK  
[Signature]

Signature [Signature]

\*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisorial District 3

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: August 12, 2013

Misc. Appts & Resign

<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>December 10, 2013</u>	

From: Richard M. Forster, Chairman

(Department Head - please type)

Phone Ext. 470

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

Agenda Title:

Camanche Regional Park Advisory Board

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

Approval of the appointment of Mr. James Wishart to the subject Board for a two (2) year term which will expire on December 9, 2015.

Recommendation/Requested Action:

**Approve appointment**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

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

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel \_\_\_\_\_

Auditor \_\_\_\_\_

GSA Director \_\_\_\_\_

CAO \_\_\_\_\_

Risk Management \_\_\_\_\_

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

Confirmation letter to Mr. Wishart w/CC: to April Hughes at EBMUD @ 5883 East Camanche Pkwy., Valley Springs, CA 95252

### FOR CLERK USE ONLY

Meeting Date

December 10, 2013

Time

9 a.m.

Item #

6B

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 ....

## COMMITTEE MEMBER APPLICATION FORM

Date July 29, 2013

Please consider me for the following committee:

Amador County Tri-county Park Advisory Board Member

**NAME:**

James Wishart

**Mailing Address:**

[REDACTED]

**Physical Address:**

Same

**Business Address:**

None

**Telephone - Home:**

[REDACTED] [REDACTED]

**Work:**

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I've served as President of the North of the North shore Lake Camanche Homeowners Association, and have been active in matters relating to the homeowners. I normally attend the Tri-county Park Advisory Board meetings to keep up to date with current issues and advisories. I retired from service in the Federal government in 2007. I served as supervisor of environmental protection helping to ensure Department of Defense Agency's kept in compliance with Federal, State and local agency regulations. I worked with other homeowners providing comments and recommendations to Park Management and East Bay Municipal Utility District (EBMUD) on rules and regulations. I was recommended by Mr. Rinehart Heinitz to apply for this position .

Signature

James Wishart

\*Please be aware this completed form may be released to any member of the public or media upon request.

**-FOR CLERKS USE ONLY-**

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisorial District \_\_\_\_\_

# AGENDA TRANSMITTAL FORM

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>12-10-13</u>	

To: Board of Supervisors  
 Date: 11/20/2013

*Misc.*

From: Michael Boitano - Air District Phone Ext. 481  
 (Department Head - please type)

Department Head Signature *Michael Boitano*

Agenda Title: Approval to move to a 2 year audit schedule

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Air District is considering moving to a 2 year audit schedule. Per Government Code 26909 b) a special district must have unanimous approval of the board of supervisors to replace the annual audit. . .

Recommendation/Requested Action:  
 Please approve the District for a two year audit cycle as determined by the Air District Board of Directors

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
<u>none</u>	<u>none</u>

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: Government Code § 26909

Request Reviewed by:

Chairman _____	Counsel <u><i>GG</i></u>
Auditor <u><i>EOD</i></u>	GSA Director <u><i>Hop</i></u>
CAO <u><i>CB</i></u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 notification of action taken to Michael Boitano [mboitano@amadorgov.org](mailto:mboitano@amadorgov.org) and Kris Pierce [kpierce@amadorgov.org](mailto:kpierce@amadorgov.org)

### FOR CLERK USE ONLY

Meeting Date December 10, 2013 Time 9 a.m. Item # 7A

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



# *Amador Air District*

## **Memorandum**

November 20, 2013

**To:** Board of Supervisors   
**From:** Michael Boitano, Air Pollution Control Officer  
**Subject:** **Request to Allow a Two Year Audit Cycle**

The Board of Directors of the Amador Air District are requesting permission from the Board of Supervisors to allow them to replace an annual financial audit with a two year audit cycle as required by Cal Government Code §26909 (b). Unanimous approval is required.

Approval is being sought prior to further investigation or pursuing requests for information from audit firms.

**Recommendation:** Please approve the District's request to move to a two year audit cycle as determined by the Air District Board of Directors.



4 of 5 DOCUMENTS

DEERING'S CALIFORNIA CODES ANNOTATED  
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\*\*\* This document is current with urgency legislation through Chapter 390 excluding chs. 352 and 353 of \*\*\*  
 the 2013 Regular Session of the 2013-2014 Legislature.

GOVERNMENT CODE  
 Title 3. Government of Counties  
 Division 2. Officers  
 Part 3. Other Officers  
 Chapter 4. Auditor  
 Article 1. Duties Generally

**GO TO CALIFORNIA CODES ARCHIVE DIRECTORY**

*Cal Gov Code § 26909 (2013)*

**§ 26909. Annual audit; Substitutions authorized**

(a)

(1) The county auditor shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every special district within the county for which an audit by a certified public accountant or public accountant is not otherwise provided. In each case, the minimum requirements of the audit shall be prescribed by the Controller and shall conform to generally accepted auditing standards.

(2) Where an audit of a special district's accounts and records is made by a certified public accountant or public accountant, the minimum requirements of the audit shall be prescribed by the Controller and shall conform to generally accepted auditing standards, and a report thereof shall be filed with the Controller and with the county auditor of the county in which the special district is located. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(3) Any costs incurred by the county auditor, including contracts with, or employment of, certified public accountants or public accountants, in making an audit of every special district pursuant to this section shall be borne by the special district and shall be a charge against any unencumbered funds of the district available for the purpose.

(4) For a special district that is located in two or more counties, the provisions of this subdivision shall apply to the auditor of the county in which the treasury is located.

(5) The county controller, or ex officio county controller, shall effect this section in those counties having a county controller, or ex officio county controller.

(b) A special district may, by unanimous request of the governing board of the special district, with unanimous approval of the board of supervisors, replace the annual audit required by this section with one of the following, performed in accordance with professional standards, as determined by the county auditor:

(1) A biennial audit covering a two-year period.

(2) An audit covering a five-year period, if the special district's annual revenues do not exceed an amount specified by the board of supervisors.

## Cal Gov Code § 26909

(3) An audit conducted at specific intervals, as recommended by the county auditor, that shall be completed at least once every five years.

(c)

(1) A special district may, by unanimous request of the governing board of the special district, with unanimous approval of the board of supervisors, replace the annual audit required by this section with a financial review, in accordance with the appropriate professional standards, as determined by the county auditor, if the following conditions are met:

(A) All of the special district's revenues and expenditures are transacted through the county's financial system.

(B) The special district's annual revenues do not exceed one hundred fifty thousand dollars (\$150,000).

(2) If the board of supervisors is the governing board of the special district, it may, upon unanimous approval, replace the annual audit of the special district required by this section with a financial review in accordance with the appropriate professional standards, as determined by the county auditor, if the special district satisfies the requirements of subparagraphs (A) and (B) of paragraph (1).

(d) Notwithstanding the provisions of this section, a special district shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

**HISTORY:**

Added Stats 1955 ch 1895 § 1. Amended Stats 1957 ch 1967 § 1; Stats 1961 ch 1097 § 1; Stats 1963 ch 847 § 1; Stats 1974 ch 903 § 1, effective September 19, 1974; Stats 1979 ch 703 § 2; Stats 1981 ch 800 § 4; Stats 1986 ch 982 § 10; Stats 1997 ch 246 § 1 (AB 788); Stats 2008 ch 244 § 1 (AB 2510), effective January 1, 2009.

**NOTES:**

**Amendments:**

**1957 Amendment:**

Substituted the section for the former section which read: "(a) The county auditor shall make an annual audit on forms prescribed by the State Controller of the books, accounts, records, papers, money and securities of every special purpose assessing or taxing district within the county either whose funds are kept in the county treasury or for which the board of supervisors acts as the governing body.

"(b) The county auditor shall make an annual audit on forms prescribed by the State Controller of the books, accounts, records, papers, money and securities of every other special purpose assessing or taxing district for which such an audit by a qualified public accountant is not otherwise provided.

"(c) Where an audit of a district's books, accounts, records, papers, money and securities is made by a public accountant, a report thereof shall be filed with the county auditor of the county in which the district is located.

"(d) Any costs incurred by the county auditor, including contracts with, or employment of, qualified public accountants, in making an audit of any district pursuant to this section shall be borne by the district and be a charge against any unencumbered funds of the district available for the purpose."

**1961 Amendment:**

Added (1) the second sentence in subd (b); and (2) the last paragraph.

**1963 Amendment:**

(1) Amended subd (a) by (a) substituting "of the accounts and records" for "the scope and content of which shall be prescribed by the State Controller, of the books, accounts, records, papers, money, and securities"; (b) deleting "assessing or taxing" after "special purpose"; and (c) adding the last sentence; (2) substituted "accounts and records" for "books, accounts, records, papers, money and securities" in subd (b); and (3) added "the minimum requirements of the audit shall be prescribed by the State Controller and shall conform to generally accepted auditing standards, and" in subd (b).

**1974 Amendment:**

Amended the last paragraph by substituting "one thousand dollars (\$1,000)" for "five hundred dollars (\$500)" and "five-year" for "two-year".

**1979 Amendment:**

Added (1) "the State Controller and with" before "the county auditor" in subd (b); and (2) the last paragraph.

**1981 Amendment:**

(1) Added "or years" near the end of subd (b); and (2) amended the second paragraph of subd (e) by (a) deleting ", whose annual budget does not exceed one thousand dollars (\$1,000)," after "special districts; and (b) adding "a biennial audit covering a two-year period, or if the district's annual budget does not exceed an amount specified by the board of supervisors."

**1986 Amendment:**

(1) Added the comma after "In each case" at the beginning of the second sentence of subd (a); (2) substituted "Controller" for "State Controller" wherever it appears in subds (a), (b) and the last paragraph; (3) substituted "The" for "Such" at the beginning of the second sentence of subd (b); and (4) amended subd (e) by (a) substituting "a county controller, or ex officio county controller" for "such officer" at the end of the first paragraph; (b) "A special district" for "All special districts" at the beginning of the second paragraph; and (c) "of the special district" for "thereof" before, with unanimous" in the second paragraph.

**1997 Amendment:**

(1) Added subdivision designation (f); (2) deleted "special" after "replace the annual" in subd (f); and (3) added subd (g).

**2008 Amendment:**

(1) Redesignated former subds (a)-(e) to be subds (a)(1)-(a)(5); (2) substituted "every special district" for "every special purpose district" in subds (a)(1) and (a)(3); (3) amended the first sentence of subd (a)(2) by substituting (a) "special district's accounts" for "district's accounts" near the beginning; and (b) "special district is located" for "district is located" at the end; (4) substituted "borne by the special district" for "borne by the district" in subd (a)(3); (5) amended subd (a)(4) by substituting (a) "a special district that is located in" for "joint districts lying within"; and (b) "the provisions of this subdivision" for "the above provisions"; (6) redesignated former subds (f) and (g) to be subds (b) and (c)(1); (7) added subdivision designations (b)(1), (b)(2), and (d); (7) amended subd (b) by adding (a) "required by this section" after "annual audit"; and (b) "one of the following, performed in accordance with professional standards, as determined by the

county auditor;" at the end; (8) substituted the period for "or, if the district's annual budget does not exceed an amount specified by the board of supervisors," at the end of subd (b)(1); (9) added ", if the special district's annual revenues do not exceed an amount specified by the board of supervisors" in subd (b)(2); (10) added subds (b)(3) and (c)(2); (11) substituted subd (c)(1) for the former introductory clause of subd (g) which read: "(g) A board of supervisors may substitute a financial review, in accordance with definitions promulgated by the United States General Accounting Office for the audit of a special district as required by this section, provided that all of the following conditions are met."; (12) deleted former subd (g)(1) which read: "(1) The board of supervisors is the governing board of the district."; (13) redesignated former subds (g)(2) and (g)(3) to be subds (c)(1)(A) and (c)(1)(B); (14) amended subd (c)(1)(A) by substituting (a) "All of the special district's revenues" for "the special districts revenues"; and (b) "financial system" for "financial systems"; (15) substituted "one hundred fifty thousand dollars (\$150,000)" for "one hundred thousand dollars (\$100,000)" in subd (c)(1)(B); and (16) substituted "provisions of this section, a special district" for "provisions of this section to the contrary, districts" in subd (d).

**Cross References:**

Annual audit of accounts and records of agency or entity subject to agreement for joint exercise of powers: *Gov C § 6505*.

Annual audit of books, accounts, etc., of resource conservation districts to be made as required by this section: *Pub Res C § 9528*.

**Collateral References:**

McKinney's Cal Dig Counties § 38.

**Hierarchy Notes:**

Tit. 3, Div. 2, Pt. 3, Ch. 4 Note

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 12/04/2013

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

Phone Ext. 470

Regular Agenda  
 Consent Agenda  
 Blue Slip  
 Closed Session  
Meeting Date Requested:  
12/10/2013

*Misc*

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

Agenda Title: Board of Supervisors

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

Discussion and possible action relative to the proposed 2014 Board of Supervisors Meeting Schedule.

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

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

Committee Review?

N/A

Name Administrative

Committee Recommendation:

Approval

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor EJL

GSA Director Hop

CAO \_\_\_\_\_

Risk Management [Signature]

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

## FOR CLERK USE ONLY

Meeting Date

December 10, 2013

Time

9 a.m.

Item #

7B

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

Print Form

# 2014

## Proposed Amador County Calendar

**JANUARY**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**FEBRUARY**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

**MARCH**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**APRIL**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

**MAY**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**JUNE**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**JULY**

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**AUGUST**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**SEPTEMBER**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**OCTOBER**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**NOVEMBER**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**DECEMBER**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Admin Committee

 Holiday

 BOS Meeting

 BOE Meeting