

# AGENDA TRANSMITTAL FORM

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

To: **Board of Supervisors**

Date: January 13, 2015

*Agmt*

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

Phone Ext. 515

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

Agenda Title: Annual Federal Equitable Sharing Agreement and Certification Report Amendments

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Amador County Sheriff's Office is requesting approval of the amended Federal Equitable Sharing Agreement and Certification for Fiscal Year 13/14 for the Amador County Sheriff's Office. This form documents income and expenditures as they relate to federal asset forfeiture and is required for continued participation in the program. Corrections were necessary to comply with US DOJ Detailed Distribution Reports.

Recommendation/Requested Action:  
Approve report and agreement, authorize Chairman Oneto's signature

Fiscal Impacts (attach budget transfer form if appropriate) None  
 Staffing Impacts None

Is a 4/5ths vote required? Yes  No

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

Comments: Agreement attached

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

Request Reviewed by: \_\_\_\_\_

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

Auditor JOR GSA Director \_\_\_\_\_

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

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

### FOR CLERK USE ONLY

Meeting Date January 27, 2015 Time 9 a.m. Item # 4A

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

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

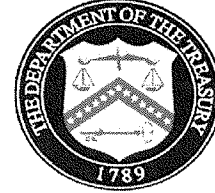
Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

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

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



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires 9-30-2014

- Police Department   
  Sheriff's Office   
  Task Force (Complete Table A)  
 Prosecutor's Office   
  National Guard Counterdrug Unit   
  Other

\* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. \*

**Agency Name:** Amador County Sheriff's Office

**NCIC/ORI/Tracking Number:**

C	A	0	0	3	0	0	0	0
---	---	---	---	---	---	---	---	---

**Mailing Address:** 700 Court Street

**City:** Jackson

**State:** CA

**Zip:** 95642

**Finance Contact:** First: James

Last: Wegner

Phone: 209-223-6500

E-mail: jwegner@amadorgov.org

**Preparer:** First: James

Last: Wegner

Same as Finance Contact

Phone: 209-223-6500

E-mail: jwegner@amadorgov.org

**Independent Public Accountant:**

E-mail: jlowe@amadorgov.org

**Last FY End Date:** 06/30/2014

**Agency Current FY Budget:**

\$13,319,564.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.  
 **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.  
 **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

## Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$194,614.20	
2	Federal Sharing Funds Received	\$259,863.41	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$326.13	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$454,803.74	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$259,863.41	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$194,940.33	\$0.00

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

<sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)	\$259,863.41	
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	<b>Total</b>	\$259,863.41	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: Amador County Combined Narcotics Enforcement Team	\$259,863.41	
NCIC/ORI/Tracking Number: C A E Q 0 0 3 1 4		

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds

**Table E: Expenditures in Support of Community-Based Programs**

Recipient	Justice Funds	

**Table F: Windfall Transfers**

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
		<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

# Affidavit - Amended Form


Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**       Yes    No

**If you answered yes to the above question, complete Table I**

**Agency Head**

Signature:   
 Name: Martin A. Ryan  
 Title: Sheriff-Coroner  
 Date: 1-13-2015  
 E-mail: martinryan@amadorgov.org

**Governing Body Head**

Signature: \_\_\_\_\_  
 Name: Brian Oneto  
 Title: Amador County BOS Chairman  
 Date: \_\_\_\_\_  
 E-mail: boneto@amadorgov.org

**Subscribe to Equitable Sharing Wire:**

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.


**Final Instructions:**

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: Email the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)
- Step 4: Scan & email this Affidavit to [aca.affidavit@usdoj.gov](mailto:aca.affidavit@usdoj.gov)  
 (Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

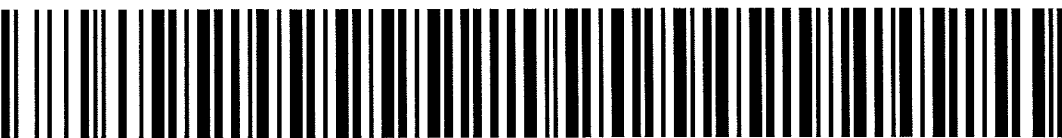
Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

FY End: 06/30/2014      Date Printed: January 13, 2015 15:26

NCIC: CA0030000      Agency: Amador County Sheriff's Office      Phone: 209-223-6500

State: CA      Preparer: James Wegner      E-mail: [jwegner@amadorgov.org](mailto:jwegner@amadorgov.org)



# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 21, 2015

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

Phone Ext. 429

Department Head Signature *Aaron Brusatori*

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

Meeting Date Requested:

01/27/15

Agenda Title: Extension of contract for Household Hazardous Waste Collection to Stericycle Environmental Solutions

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Extension of contract for the operation of the Amador County Household Hazardous Waste (HHW) Collection Facility by Stericycle Environmental Solutions. All fees have been maintained at the original rate. Signature by the Board Chairman is requested.

*No contracts  
w/ ATF*

Recommendation/Requested Action:  
**Authorize Board Chair to sign contract**

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Imp \_\_\_\_\_

**Budgeted**

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

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 *[Signature]* Counsel *GG*  
 Auditor *JOR* GSA Director \_\_\_\_\_  
 CAO *[Signature]* Risk Management \_\_\_\_\_

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

Waste Management \_\_\_\_\_

**FOR CLERK USE ONLY**

Meeting Date January 27, 2015 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 \_\_\_\_\_  
 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 ....

# 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:	
01/27/15	

To: **Board of Supervisors**  
 Date: January 21, 2015

Agmt

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

Phone Ext. x 429

Department Head Signature *Aaron Brusatori*

Agenda Title: Approval of a Cooperative Agreement with ACTC funding of the Pavement Management Program Update

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Please approve the Cooperative Agreement with ACTC for funding of the Pavement Management Program Update.

No contracts  
w/ ATF

Recommendation/Requested Action:  
Approve the Agreement

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impact \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

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

Committee Review? Name \_\_\_\_\_ N/A   
 Committee Recommendation: \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_  
 Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

### FOR CLERK USE ONLY

Meeting Date January 27, 2015 Time 9 a.m. Item # 40

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



## AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/14/2015

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

Phone Ext. 412

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

Meeting Date Requested:

01/27/2015

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

Agenda Title: Staff Care, Inc. and Amador County Behavioral Health 3rd Amendment Fiscal Year 2014-2015

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approval of this 3rd amendment with Staff Care Inc. for FY 2014-2015. This contractor provides services for temporary Psychiatry/Psychiatric Nurse Practitioner Locum Tenens coverage for Amador County Behavioral Health clients.

This 3rd amendment adds Nurse Practitioner rates to Exhibit A.

Recommendation/Requested Action:

Approval of 3rd Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GP

Auditor JOR

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

CAO \_\_\_\_\_

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

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

Please return two 3rd amendments to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date \_\_\_\_\_

Time \_\_\_\_\_

Item # 4D

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

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

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

Completed by \_\_\_\_\_

Department \_\_\_\_\_

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

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

Save ....

THIRD AMENDMENT TO SERVICES AGREEMENT

THIS THIRD AMENDMENT TO SERVICES AGREEMENT (this "Third Amendment") is made as of \_\_\_\_\_, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Staff Care, Inc., ("Contractor") a Delaware Corporation.

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 10, 2012 whereby Contractor agreed to provide temporary psychiatric coverage through the use of locum tenens services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of September 10, 2013. The Original Agreement was further amended by that certain Second Amendment to Services Agreement dated as of October 7, 2014

B. County and Contractor desire to further modify the Original Agreement as set forth in this Third Amendment. The Original Agreement, as amended by the First Amendment and Second Amendment, is referred to herein as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. EXHIBIT A, item C. COMPENSATION on Agreement will be modified to read as follows:

1. Contractor shall be compensated for the services at the following rate ranges which shall be negotiated between Contractor and County at the time a physician and/or psychiatric nurse practitioner is presented under this Agreement as follows:

Specialty:	Psychiatry Rate	Psychiatric Nurse Practitioner
Regular Rate: (per 8 hour day all-inclusive for Child/Adolescent Psychiatrist)	\$175.00/hour	\$135.00/hour
Regular Rate: (per 8 hour day all-inclusive for Adult/Geriatric Psychiatrist)	\$165.00/hour	\$135.00/hour
Overtime Rate for Adult/Geriatric Psychiatrist: ( for hours in excess of 8 per day or 40 per week)	\$190.00/hour	\$185.00/hour
Overtime Rate for Child/Adolescent Psychiatrist: ( for hours in excess of 8 per day or 40 per week)	\$190.00/hour	\$185.00/hour
Week Night On-Call: Monday through Friday	\$180.00/night OT rate for all hours worked	\$175.00

A Recruitment fee of \$25,000 for any Psychiatric Nurse Practitioner introduced by Contractor who accepts a permanent position with County within a six month period of the termination of the last day provider works in County's facility on a placement by Contractor.

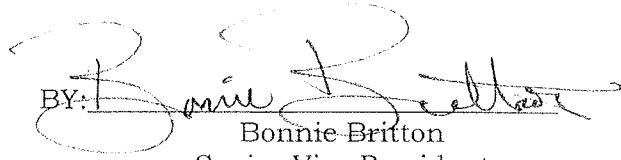
2. Except as set forth in this Third Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR: Staff Care, Inc. A  
Delaware Corporation

BY: \_\_\_\_\_  
Brian Oneto  
Chairman, Board of Supervisors

BY:  \_\_\_\_\_  
Bonnie Britton  
Senior Vice President  
Federal I.D. No.: 75-2404573

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/25/2014

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

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

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Sacramento CA Office 2277 Fair Oaks Blvd, Suite 250 Sacramento CA 95825 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext.): (916) 369-4800 FAX (A/C. No.): (916) 369-4801 E-MAIL ADDRESS:													
<b>INSURED</b> AMN Healthcare Services, Inc. 12400 High Bluff Drive San Diego, CA 92130-3077 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr><td>INSURER A: Lloyd's Syndicate No. 2623</td><td>AA1128623</td></tr> <tr><td>INSURER B: Lexington Insurance Company</td><td>19437</td></tr> <tr><td>INSURER C: Hartford Casualty Insurance Co</td><td>29424</td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>		INSURER A: Lloyd's Syndicate No. 2623	AA1128623	INSURER B: Lexington Insurance Company	19437	INSURER C: Hartford Casualty Insurance Co	29424	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Lloyd's Syndicate No. 2623	AA1128623														
INSURER B: Lexington Insurance Company	19437														
INSURER C: Hartford Casualty Insurance Co	29424														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570055248029 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				W1370B140401 General Liability SIR applies per policy terms & conditions	03/01/2014	03/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPI/OP AGG \$1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION				72ABS11105 Business Auto	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	72WNS11103 Workers' Compensation	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Medical Mal				6795462 Professional Liability SIR applies per policy terms & conditions	06/04/2014	06/04/2015	Each Occ. \$1,000,000 SIR/Deductible (1) \$525,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers' compensation program has a \$500,000 deductible. Amador County and its officials, officers, and employees are named as additional insureds with respect to General Liability and Auto Liability and said coverage shall apply on a primary and non-contributory basis for liability arising solely from the negligent acts or omissions of Staff care employees. A waiver of subrogation in favor of Amador County and its officials, officers, and employees applies with respect to Work comp.

PL - Physicians

<b>CERTIFICATE HOLDER</b> Amador County Risk Management 810 Court Street Jackson CA 95642 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
---	---

Holder Identifier : Certificate No. : 570055248029



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED AMN Healthcare Services, Inc.	
POLICY NUMBER See Certificate Number: 570055248029			
CARRIER See Certificate Number: 570055248029	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule:

AMN Healthcare Services, Inc. (AHS)  
 AMN Healthcare, Inc. (AMN)  
 AMN Services, LLC  
 AMN Services, Inc.  
 DBA: American Mobile Healthcare  
 DBA: Medical Express  
 DBA: Preferred Healthcare Staffing  
 DBA: NurseChoice  
 DBA: RN Extend  
 AMN Staffing Services, Inc.  
 O' Grady-Peyton International (USA), Inc. (OGP)  
 O' Grady-Peyton International (USA), Inc. (Singapore Branch)  
 O' Grady-Peyton International (India) Ltd.  
 O' Grady-Peyton International Recruitment U.K. Ltd.  
 O' Grady-Peyton International (SA) (Proprietary) Ltd.  
 O' Grady-Peyton International (Australia) (Proprietary) Ltd.  
 O' Grady-Peyton International (Europe) Ltd.  
 The MHA Group, Inc. (MHA Group)  
 Merritt Hawkins & Associates, LLC  
 DBA: Merritt Hawkins & Associates, Inc.  
 Staff Care, Inc.  
 Med Travelers, Inc. (MTI)  
 Med Travelers, LLC  
 RN Demand, Inc. (RND)  
 DBA: MTI Staffing  
 Rx ProHealth, Inc.  
 Pharmacy Choice, Inc.  
 DBA: AMN Healthcare Recruitment Process Outsourcing  
 AMN Allied Services, LLC  
 AMN Healthcare Allied, Inc.  
 AMN Staffing Services, LLC  
 AMN Services of Ohio, Inc.  
 AMN Services of New Hampshire, LLC  
 Medfinders  
 Nursefinders, Inc.  
 NF Investors, Inc.  
 NF Holdings Corporation  
 NF Acquisition Corporation  
 Nursefinders Acquisition Corporation  
 B.C.P., Inc. (divested 1/30/2012)  
 NF Services, Inc.  
 Linde Healthcare Staffing, Inc.  
 Jim Kendall and Associates, LLC  
 Staffco Holdings, Inc.  
 Club Staffing, Inc.  
 National Healthcare Staffing, LLC  
 M&E Affiliates, Inc. DBA: TVL Healthcare  
 Radiologic Enterprises, Inc. DBA: Resources On Call, Inc.  
 Nursefinders, LLC  
 Resources On Call, LLC  
 Nursefinders Restorative Care Services, Inc.  
 Nursefinders Acquisitions, LLC  
 Kendall & Davis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.



b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**Waiver of Our Right to Recover  
From Others Endorsement**



Policy Number  
**72WNS11103**

Named Insured and Address

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein

**AMN Healthcare Services, Inc.  
12400 High Bluff Drive  
San Diego, CA 92130**

Effective Date  
**9/01/2014**

Effective hour is the same as stated  
in the Declarations of the policy.

Endt. No.  
**49**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Effective date of this Endorsement: 01-Mar-2014

This Endorsement is attached to and forms a part of Policy Number: W1370B140401

Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR GENERAL LIABILITY ONLY**

This endorsement modifies insurance provided under the following:

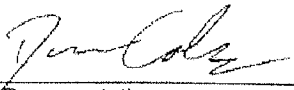
**Excess Health Care Providers Liability Policy**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **DEFINITIONS, 1. INSURED**, (C) is deleted in its entirety and replaced with the following:

- (C) **under Coverage (I) – General Liabilities only**, any person or entity for which the INSURED has assumed such person's/entities liability in a written contract or agreement (an "ADDITIONAL INSURED") solely for services rendered by or on behalf of the NAMED INSURED and that is also named in a claim if all of the following conditions in Items 1.-7. are met:
1. The claim against the ADDITIONAL INSURED seeks damages for which the INSURED has assumed liability;
  2. This insurance applies to such liability assumed by the INSURED;
  3. The obligation to defend the ADDITIONAL INSURED, has also been assumed by the INSURED in the same contract or agreement;
  4. The allegations in the claim and the information known about the LOSS or MEDICAL INCIDENT are such that no conflict appears to exist between the interests of the INSURED and the interests of the ADDITIONAL INSURED;
  5. The ADDITIONAL INSURED and the INSURED ask the NAMED INSURED and/or Underwriters to conduct and control the defense of that ADDITIONAL INSURED against such claim and agree that the NAMED INSURED and/or Underwriters can assign the same counsel to defend the INSURED and the ADDITIONAL INSURED;
  6. The ADDITIONAL INSURED agrees in writing to:
    - a. Cooperate with the NAMED INSURED and/or Underwriters in the investigation, settlement or defense of the claim;
    - b. Immediately send the NAMED INSURED and/or Underwriters copies of any demands, notices, summonses or legal papers received in connection with the claim;
    - c. Notify any other insurer whose coverage is available to the ADDITIONAL INSURED; and
    - d. Cooperate with the NAMED INSURED and/or Underwriters with respect to coordinating other applicable insurance available to the ADDITIONAL INSURED; and
  7. The ADDITIONAL INSURED provides the NAMED INSURED and/or Underwriters with written authorization to:

- a. Obtain records and other information related to the claim; and
- b. Conduct and control the defense of the ADDITIONAL INSURED in such claim.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 16, 2015

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

*Agmt*  
Phone Ext. X759

<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>01/27/15</u>	

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

Agenda Title: Pacific Bell Telephone Company First Amendment to Lease of County Radio Building at Corp. Yard.

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

In accordance with agreed upon term and conditions is the attached First Amendment to the Lease Agreement with Pacific Bell for the County Radio Building located in the County of Amador Corporation Yard, 12200 Airport Road, Martell, California.

Recommendation/Requested Action:  
Approve the First Amendment to the Lease with Pacific Bell for the County Radio Building located at 12200 Airport Road, Martell

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

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

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

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

Request Reviewed by:

Chairman JID Counsel GG  
Auditor JOR GSA Director Hop  
CAO JH Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
GSA-Jon Hopkins, Risk Management (electronically)

### FOR CLERK USE ONLY

Meeting Date \_\_\_\_\_ Time \_\_\_\_\_ 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.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____ of _____	For meeting of _____	

Save

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made as of January \_\_\_\_, 2015 by and between Pacific Bell Telephone Company, a California corporation ("Lessee"), and the County of Amador, a political subdivision of the State of California ("Lessor").

RECITALS

A. Lessee and Lessor executed a Lease Agreement dated March 21, 2000, as amended by that certain renewal letter dated October 11, 2004, and that certain renewal letter dated June 11, 2009 (together, the "Original Lease Agreement") whereby Lessor leased to Lessee and Lessee leased from Lessor on the terms and conditions under the Original Lease Agreement, those certain premises situated in the County of Amador, State of California, and described as follows: that County Radio Building located in the County of Amador Corporation Yard at 12200 Airport Road, Martell, California ("Subject Property").

B. The Original Lease Agreement, as amended by this First Amendment is referred to herein as the "Lease."

C. Lessee and Lessor desire to modify the Original Lease Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of the Lease shall be extended for a period of five (5) years commencing on January 1, 2015 and ending December 31, 2019 ("Extension Term"); provided, however, that either party may terminate this Lease at any time during the Extension Term hereof upon (90) days' written notice to the other party. Neither party shall incur any liability by reason of such early termination.

2. Rent. The monthly rental rate for the Extension Term shall be \$200.00 per month.

3. Lessee's Option to Renew. Section 3, Lessee's Option to Renew is hereby deleted and replaced as follows:

"3. LESSEE'S OPTION TO RENEW: Lessee shall have two (2) options to extend the Term of this Lease for five (5) years each to be exercised as follows:

Notice: Lessee must provide Lessor with written notice of Lessee's election to renew the Term at least sixty (60) days prior to the end of the then current Term.

Renewed Term: If Lessee elects to renew the Term of this Lease pursuant to the first extension option, the Term shall be extended for five (5) additional years, at a monthly rental rate during the extension of \$225.00, and shall expire on December 31, 2024. If Lessee elects further to renew the Term of this Lease pursuant to the second extension option, the Term shall be extended for a further five (5) years, at a monthly rental rate during the extension of \$250.00 and shall expire on December 31, 2029.”

4. Brokers. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this First Amendment or its negotiation. Each party shall indemnify the other and hold it harmless from any cost, expense or liability (including cost of suit and reasonable attorneys’ fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this First Amendment or its negotiation by reason of any act or statement of the indemnifying party.

5. Capitalized Terms. Capitalized terms used in this First Amendment and not defined herein shall have the same meanings attributed to them in the Original Lease Agreement.

6. Counterparts. This First Amendment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this First Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart. Any party so executing this First Amendment by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

7. Full Force and Effect. Except as specifically set forth in this First Amendment, the terms and conditions of the Original Lease Agreement remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]



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

LESSOR:  
COUNTY OF AMADOR

LESSEE:  
Pacific Bell Telephone Company, a  
California corporation

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY: *Linda A. Ranon*  
Federal I.D. No.: 94-0745535

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF AMADOR

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

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

# PACIFIC BELL COPY

## LEASE AGREEMENT

This lease agreement ("Lease") is entered into in Jackson, California, on the 21<sup>st</sup> day of March, 2000, by and between Pacific Bell Telephone Company, a California corporation ("Lessee" hereinafter), and the County of Amador, a political subdivision of the State of California ("Lessor" hereinafter).

WHEREAS, Lessor owns real property with certain appurtenances thereto; and

WHEREAS, said property is a suitable site for location of certain radio communication equipment which will improve radio communications for Lessee and Lessor; and

WHEREAS, Lessee desires to operate radio communications equipment on said site;

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES: Lessor hereby leases to Lessee and Lessee hires from Lessor on the terms and conditions hereinafter set forth those certain premises situated in the County of Amador, State of California, and described as follows: that County Radio Building located in the County of Amador Corporation Yard at 12200 Airport Road, Martell, California ("Subject Property").

2. TERM: The term of the Lease ("Term") shall be for a period of five (5) years commencing on January 1, 2000, and ending December 31, 2004; provided, however, that either party may terminate this Lease at any time during the term hereof upon ninety (90) days' written notice to the other party. Neither party shall incur any liability by reason of such early termination.

3. LESSEE'S OPTION TO RENEW: Lessee shall have two (2) options to extend the Term of this Lease for five (5) years each to be exercised as follows:

Notice: Lessee must provide Lessor with written notice of Lessee's election to renew the Term at least sixty (60) days prior to the end of the then current Term.

Renewed Term: If Lessee elects to renew the Term of this Lease pursuant to the first extension option, the Term shall be extended for five (5) additional years, at a monthly rental rate during the extension of \$150.00, and shall expire on December 31, 2009. If Lessee elects further to renew the Term of this Lease pursuant to the second extension option, the Term shall be extended for a further five (5) years, at a monthly rental rate during the extension of \$175.00, and shall expire on December 31, 2014.

4. RENT: Lessee shall pay to Lessor the sum of one hundred dollars (\$1 00.00) per month as rent during the Term. Rent payments shall be sent to Lessor's address specified below under NOTICES.

5. USE: The Subject Property shall be used by Lessee solely to establish, maintain and operate radio communications equipment. Both Lessor and Lessee shall have a free and open access to the Subject Property. It is expressly understood and agreed by and between the parties hereto that neither of said parties shall use or permit to be used any part of the Subject Property in any way which may unreasonably injure or detract from the beneficial use and enjoyment thereof by the other party.

6. UTILITIES AND SERVICE: Lessor, at its own cost and expense, shall provide electrical power to that County Radio Building for use by Lessee and Lessor. Any other utilities deemed necessary by Lessee shall be the sole responsibility of Lessee.

7. FURNISHINGS: Lessee shall provide and maintain at its own expense whatever furnishings and fixtures Lessee requires on the Subject Property.

8. INSURANCE AND WAIVER OF LIABILITY: Lessee shall provide and maintain its own fire and other disaster insurance coverage for its property in said building. Each party hereto shall be responsible for the furnishing and maintenance of liability insurance coverage covering its own interests, acts or omissions. Lessor shall maintain fire and liability insurance on the structure. Lessor and Lessee may each satisfy its obligations under this section through self insurance.

9. MAINTENANCE, REPAIRS AND CLEANING: Lessee shall maintain and repair, at its sole cost and expense, all furnishings, appliances, shelving, equipment and fixtures owned, provided and installed by Lessee in the Subject Property for the duration of this Lease.

10. LIMITATION OF LESSEE'S LIABILITY: Lessee's liability is expressly limited to damage to the exterior or interior of said building negligently or intentionally caused by Lessee. Lessee shall not be liable for ordinary wear and tear.

11. FIXTURES ARE REMOVABLE: All of the furnishings, appliances, shelving, equipment and fixtures owned, provided and installed by Lessee in the Subject Property, however attached to the real property, shall remain the property of Lessee and shall be removable by Lessee at the expiration or earlier termination of this Lease.

12. NOTICES: Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight mail to the address of the respective parties set forth below:

Lessor:

County Of Amador

17200 Airport Road

Jackson, Ca 95647

Attn: Trevor Mathisshaw

Telephone: 209-223-6375

Facsimile: 209-223-0749

Lessee:

Pacific Bell Telephone Company

2600 Camino Ramon, Rm. \_\_\_\_\_

San Ramon, CA 94583

Attn.: Property Manager / \_\_\_\_\_

Telephone: 925- \_\_\_\_\_

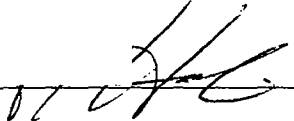
Facsimile: 925- \_\_\_\_\_

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the day and year first written above.

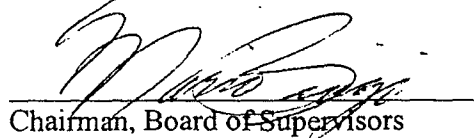
Approved As To Form:  
COUNTY COUNSEL

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



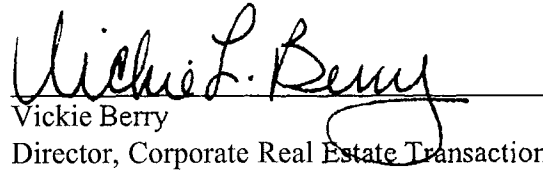
LESSOR: COUNTY OF AMADOR

Chairman, Board of Supervisors



LESSEE: Pacific Bell Telephone Company

Vickie Berry  
Director, Corporate Real Estate Transactions



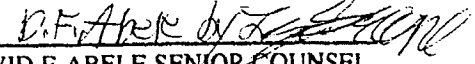
ATTEST:

Lisa M. Hopkins, Clerk of the  
Amador County Board of Supervisors

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

  
**Deputy**

FORM APPROVED  
PACIFIC TELESIS GROUP

BY:   
DAVID F ABELE SENIOR COUNSEL  
DATED: 2/21/00

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

IN THE MATTER OF:

RESOLUTION APPROVING LEASE AGREEMENT )  
WITH PACIFIC BELL FOR SPACE AT COUNTY )  
CORPORATION YARD IN MARTELL ) RESOLUTION NO. 00-102

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the lease agreement by and between the County of Amador and Pacific Bell Telephone Company, a California Corporation, on the terms and conditions contained therein as it relates to lease of space at the County Corporation Yard for radio communications equipment; and

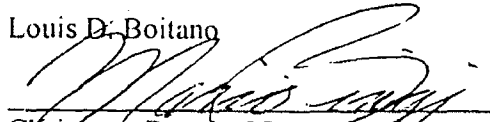
BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute said lease agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 21<sup>st</sup> day of March 2000, by the following vote:

AYES: Mario Biagi, Rich F. Escamilla, Edward T. Bamert, and Richard P. Vinson

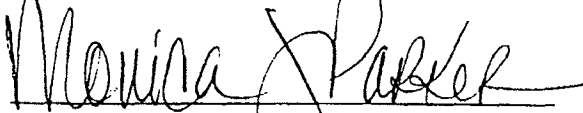
NOES: None

ABSENT: Louis D. Boitang

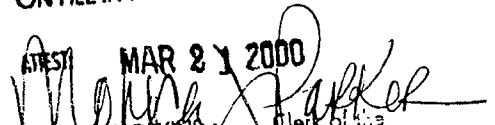
  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

LISA M. HOPKINS, Clerk of the  
Board of Supervisors, Amador County,  
California

  
\_\_\_\_\_  
Deputy

THE FOREGOING INSTRUMENT IS  
A CORRECT COPY OF THE ORIGINAL  
ON FILE IN THIS OFFICE.

ATTEST: MAR 21 2000  
  
LISA M. HOPKINS, Clerk of the  
Board of Supervisors, Amador County,  
California, Deputy

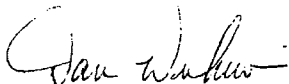
Concurrence Letter: Lease Renewal – Amador County Airport

Sacramento, February 25, 2000

John Bartman, Area Manager – Statewide Radio Operations

Your concurrence is necessary to authorize Corporate Real Estate to renew the lease for the TMRS site located at 12200 Airport Road, Jackson. Pacific Bell will extend the lease for radio equipment in the Amador County Radio Building if this site is necessary for the operations of your organization.


Corporate Real Estate will be responsible for the lease costs of this property. With your concurrence Corporate Real Estate will take appropriate action to extend the lease for 5-years. Please sign below to indicate your requirements. If you have any questions, please call me at (916) 972-2542.



Dan Wukmir  
Senior Planner-Portfolio Management  
Corporate Real Estate

---

The leased location at the Amador County Airport is required for Radio Operations.  
Renew the lease for 5-years.

  
\_\_\_\_\_  
John Bartman, Area Manager – Statewide Radio Operations

2/28/00  
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:	
January 27, 2015	

To: Board of Supervisors

Date: January 16, 2015

Agmt

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

Phone Ext. 759

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

Agenda Title: Approval of Community Hangar License Agreement for Hangar # E-4

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 Alan J. Krueger ("Licensee") 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

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

Request Reviewed by:

Chairman \_\_\_\_\_      Counsel GS

Auditor JOR      GSA Director hop

CAO g      Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Airport-David Sheppard, GSA(Electronically), County Counsel, Risk Management(electronically)

### FOR CLERK USE ONLY

Meeting Date _____	Time _____	Item # <u>4F</u>
Board Action: Approved Yes ___ No ___      Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
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.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	Department _____	
of _____	For meeting _____	

Save

# Amador County Airport


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David Sheppard, Airport Manager  
12370 Airport Road  
Mail: 12200-B Airport Road  
Jackson, California 95642  
Phone: (209) 223-2376  
Fax (209) 223-0749  
Email: DSheppard@amadorgov.org

## MEMORANDUM

TO: Jon Hopkins, Director, GSA

FROM: David Sheppard, Airport Manager 

DATE: January 20, 2015

RE: Community Hangar License Agreement

The Airport owns a total of nineteen (19) aircraft storage hangars for privately owned aircraft. The rental income from these hangars brings in approximately \$3,500 a month of the Airport Enterprise Budget.

The Airport Policy and Procedure, for the County Hangar Waiting List (dated 5-13-2008) was followed to determine the next available prospective tenant for this hangar. The first three prospective tenants on the Hangar Waiting List either declined the offer for the hangar or were denied due to credit issues. They have been placed at the bottom of the updated Hangar Waiting List. Mr. Kruger was offered the hangar and after inspection of the hangar he accepted the offer.

Mr. Kruger signed the Credit Authorization/Notification Waiver as well as the Hangar License Agreement. Once the report was delivered to the County it was forwarded to the County Auditor for review and recommendation. The Auditor recommended approval of Mr. Kruger's credit.

The final step in the Hangar License Agreement approval process is for the license agreement to be accepted by the Amador County Board of Supervisors. Based on the Auditor's credit recommendation I recommend the Hangar License Agreement be approved by the Board of Supervisors and Mr. Kruger be allowed to take possession of Hangar E-4 on February 1, 2015 after paying the first month's rent and security deposit (\$199.90 ea.) as defined in the License Agreement.



COMMUNITY HANGAR LICENSE AGREEMENT

This Community Hangar License Agreement (“License Agreement”) is made and entered into as of \_\_\_\_\_, 2015, by and between the County of Amador, a political subdivision of the State of California (“County”), and Alan J. Krueger (“Licensee”).

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.**

Licensee’s Name: Alan J. Krueger

Mailing Address: 1864 Sapphire Way, El Dorado Hills, CA 95762

Aircraft Make and Model: Ultra-Light Flight star

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

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

\_\_\_\_\_  
\_\_\_\_\_

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 Nine and 90/100s dollars (\$199.90). 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  
Jackson, California 95642

By Mail: Amador County Airport  
12200-B Airport Road  
Jackson, California 95642

(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 therefor, 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 refueling 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.

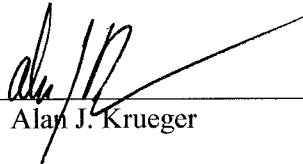
(h) Survival. All representations and warranties of Licensee shall survive termination of this License.

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

BY:  \_\_\_\_\_  
Alan J. Krueger

APPROVED AS TO FORM:  
GREG GILLOT, AMADOR COUNTY  
COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 16, 2015

*Agnet*

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

Phone Ext. X759

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

Meeting Date Requested:  
01/27/15

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

Agenda Title: Lease for lone Library with the Native Sons of the Golden West, Parlor #33

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

In accordance with the agreed upon term and conditions is the attached Lease with the Native Sons of the Golden West, Parlor #33 for the lone Library.

Recommendation/Requested Action:

Approve the lease for the lone Library with the Native Sons of the Golden West, Parlor #33

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

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

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman *[Signature]*

Counsel *GG*

Auditor *JOR*

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

CAO *[Signature]*

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

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

GSA-Jon Hopkins ; Auditor

### FOR CLERK USE ONLY

Meeting Date

January 27, 2015

Time

9 a.m.

Item #

4G

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

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

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

Completed by \_\_\_\_\_

Department \_\_\_\_\_

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

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

Save

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made between IONE NATIVE SONS OF THE GOLDEN WEST #33 (LESSOR) and the COUNTY OF AMADOR, a political subdivision of the State of California (LESSEE), and shall be effective upon the date it is approved by the Amador County Board of Supervisors as set forth on the signature page hereof.

WHEREAS, lessor owns a building with certain appurtenances thereto; and

WHEREAS, said building has a separate room from the part of said building in which Lessor's functions are carried on by Lessor: and

WHEREAS, Lessee desires to operate a branch of the Public Library of the County of Amador in said room;

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES: Lessor hereby leases to Lessee and Lessee hires from Lessor on the terms and conditions hereinafter set forth those certain premises situated in the County of Amador, State of California, and described as follows ("subject property" hereinafter): That 25 foot by 30 foot room located in the Native Sons of the Golden West Hall at 29 Main Street, Ione, California. Included in the subject property is use of existing lavatories.

2. TERM: The term of the lease shall be for a period of five years commencing on \_\_\_\_\_, 2015 and ending \_\_\_\_\_, 2020; provided, however, that either party may terminate this lease at any time during the term hereof upon ninety (90) days' written notice to the other party.

3. LESSEE'S OPTION TO RENEW: At the expiration of the lease term the parties have to option for automatic renewal for (1) five year term.

4. CONSIDERATION: As consideration for said lease, Lessee shall pay Lessor the sum of Four Hundred Fifty Dollars (\$450) per month, payable on the first day of each month or as soon thereafter that is practicable for the duration of the lease, or an amount agreeable to both parties.

5. USE: Said leased premises shall be used by Lessee solely to establish, maintain and operate a branch public library to which the public shall have a free and open access and as an office for the District 2 Supervisor of the Amador County Board of Supervisors. It is expressly understood and agreed by and between the parties hereto that neither of said parties shall use or permit to be used any part of the subject property in any way which may injure or detract from the beneficial use and enjoyment thereof by the other party.

6. UTILITIES AND SERVICE: Lessor shall provide and Lessee shall pay for the actual costs of supplying gas, heat, light, and power to that room used by Lessee. Payment for telephone service supplied to Lessee's room shall be the sole responsibility of Lessee.

7. FURNISHINGS: Lessee shall provide and maintain at its own expense the subject premises for its benefit whatever furnishings and fixtures Lessee requires.

8. INSURANCE AND WAIVER OF LIABILITY: Lessee shall provide and maintain its own fire and disaster insurance coverage for its property in said building. Each party hereto shall be responsible for the furnishing and maintenance of liability insurance coverage covering its own

interests, acts or omissions. Lessor shall maintain fire and liability insurance on the structure. Evidence of Coverage to be provided by both parties.

9. MAINTENANCE, REPAIRS AND CLEANING: Lessor shall maintain and repair during the duration of this lease at his own expense the exterior so that the subject property is in good condition and so that the function of a branch public library and the public's use and enjoyment thereof is not injured or impaired. Lessee shall be responsible for janitorial services for Lessee's room and Lessor for the lavatories, which shall be kept clean and sanitary by Lessor.

10. LIMITATION OF LESSEE'S LIABILITY: Lessee's liability is expressly limited to damage to the exterior or interior of said building negligently or intentionally caused by Lessee. Lessee shall not be liable for ordinary wear and tear.

11. FIXTURES ARE REMOVABLE: All of the furnishings, appliances, shelving, equipment and fixtures owned, provided and installed by Lessee in the subject premises, however attached to the real property, shall remain the property of Lessee and shall be removable by Lessee at the expiration of this lease.

12. HOURS AND STAFFING: Lessee's library shall be open to the public and Lessee and the public shall have free access to the subject property through the building's front door on the days and at the hours established by County.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease on the day and year first written above.

LESSEE COUNTY OF AMADOR

LESSOR NATIVE SONS OF THE  
GOLDEN WEST PARLOR #33

\_\_\_\_\_  
Brian Oneto  
Chairman, Board of Supervisors

\_\_\_\_\_  
Alan Pantle, Trustee

\_\_\_\_\_  
Tom Sears, Trustee

\_\_\_\_\_  
Lynn Wallace, Trustee

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Gregory Gillott  
County Counsel

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

# AGENDA TRANSMITTAL FORM

*Agmt*

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 01/27/2015
---

To: **Board of Supervisors**  
 Date: 01/21/2015

From: Jim McHargue Phone Ext. 546  
 (Department Head - please type)

Department Head Signature: *Jim McHargue*

Agenda Title: Amendment to Agreement for Services / Plan of Cooperation Between Amador County and Amador Air

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 First amendment to Agreement for Services and plan of cooperation between Amador County and the Amador Air District. This amendment allows the County's Budget Analyst to review the District's financial document on a quarterly basis to provide oversight and recommendations as observed. A written summary of the review will be provided to the District.

Recommendation/Requested Action:  
**Please approve the Agreement for signature.**

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

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A   
 Name \_\_\_\_\_  
 Committee Recommendation: \_\_\_\_\_

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

Request Reviewed by: *JDR*  
 Chairman \_\_\_\_\_ Counsel *GG*  
 Auditor *JQR* GSA Director \_\_\_\_\_  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
**Please return copy to Kris Pierce @ Air District and retain original for BOS; Auditor**

### FOR CLERK USE ONLY

Meeting Date January 27, 2015 Time 9 a.m. Item # 4H  
 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

FIRST AMENDMENT TO AGREEMENT FOR SERVICES AND PLAN OF COOPERATION  
BETWEEN AMADOR COUNTY AND AMADOR AIR DISTRICT

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES AND PLAN OF COOPERATION (this "Agreement") is entered into as of January 20, 2015 by and between COUNTY OF AMADOR ("County"), a political subdivision of the State of California, and AMADOR AIR DISTRICT ("District"), a special district formed pursuant to Health and Safety Code Section 40000 *et. seq.*

R E C I T A L S

A. County and District executed an Agreement for Services and Plan for Cooperation (the "Original Agreement") dated August 19, 2014 whereby County agreed to provide certain professional services and office space to the District upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the "Agreement."

B. District's annual audit recommended that an individual, independent of the District, perform the following functions: 1. Review the Source Fee spreadsheet that documents the initial amounts of permits to be billed for accuracy; and 2. Review QuickBooks to verify that the proper amounts were actually billed and collected.

C. District desires to contract for certain administrative services from County in order to perform the review recommended by the audit and County is willing and able to provide those services.

D. County and District desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The following services, provided by the County to the District, shall be added to the Agreement:

Accounting Review Services.

a. Following the end of each quarter, County's Budget Analyst will review District's financial documents, including but not limited to, balance sheets, profit/loss statements, expense sheets and transaction lists. Within thirty (30) days following completion of each quarterly review, the Budget Analyst shall also provide a brief written summary of the review, noting any items and/or issues that may require correction or further consideration.

b. Following completion of each quarterly review and report, County will invoice District for the time expended, up to a maximum of four (4) hours each quarter at a rate of \$76.11 per hour.

c. In the event additional accounting review services beyond the limit set forth in subsection b., above, such additional services may be authorized upon the written agreement of the Air Pollution Control Officer and the County Administrative Officer, up to a maximum of 10 hours per fiscal year.

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

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

COUNTY OF AMADOR

AMADOR AIR DISTRICT

By: \_\_\_\_\_  
Brian Oneto, Chairman

By: Patrick Green  
(District Chairman) Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory Gillott, County Counsel

ATTEST:

ATTEST:

\_\_\_\_\_  
Jennifer Burns, Clerk of the Board of Supervisors

Kris Pierce  
Kris Pierce, Clerk to the Air District Board



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

*Misc. Appts/Resign*

Date: 01/09/2015

From: Brian Oneto, Chairman  
(Department Head - please type)

Phone Ext. 470

<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>01/27/2015</u>	

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

Agenda Title: Commission on Aging

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

Approval of the appointment of Ms. Nancy Kearns to the subject commission for a three (3) year term.

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 GG

Auditor [Signature]

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

CAO \_\_\_\_\_

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

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

Appointee; Laurie Webb-Senior Center, 229 New York Ranch Road, Jackson, CA 95642; Committee Clerk

### FOR CLERK USE ONLY

Meeting Date January 27, 2015 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 \_\_\_\_\_

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

Completed by \_\_\_\_\_

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

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

Save

Print Form

# AGENDA TRANSMITTAL FORM

*Nice Appts/Resign*

To: Board of Supervisors

Date: 01/09/2015

From: Brian Oneto, Chairman Phone Ext. 470  
(Department Head - please type)

<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>01/27/2015</u>	

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

Agenda Title: Behavioral Health Advisory Board

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

Approval of the appointment of Arnold M. Zeiderman, M.D. to the subject Board for a term of three (3) years.

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

Committee Review? Name \_\_\_\_\_ N/A

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

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

Request Reviewed by: [Signature]  
 Chairman \_\_\_\_\_ Counsel CG  
 Auditor JOR GSA Director \_\_\_\_\_  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

Appointee; John Jahn; Committee Clerk to update the database.

### FOR CLERK USE ONLY

Meeting Date January 27, 2015 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

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 5, 2015

*Misc. Appts/Resign*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
Meeting Date Requested:	
<u>January 27, 2015</u>	

From: Heather Gardella, Judicial Secretary  
(Department Head - please type)

Phone Ext. 257-2658

Department Head Signature

*Mary Kraft for Heather Gardella*

Agenda Title: Re-Appointment of Members to the Law Library Committee

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

1. Please approve the re-appointments of the following persons to the above referenced commission for the term January 1, 2015 through December 31, 2015:

Laura Einstadter; Renee C. Day; John Allen; Gail S. Smyth; Michael T. McEnroe

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

N/A

Is a 4/5ths vote required?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

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

Request Reviewed by:

Chairman *[Signature]*

Counsel *GG*

Auditor *JOR*

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

CAO *[Signature]*

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

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

Heather Korsgaard; Re-appointed Members; Committee Clerk

### FOR CLERK USE ONLY

Meeting Date <u>January 27, 2015</u>	Time <u>9 a.m.</u>	Item # <u>6C</u>
--------------------------------------	--------------------	------------------

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

# 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:	
01/27/15	

To: **Board of Supervisors**

*Misc.*

Date: January 12, 2015

From: James Foley, Director

Phone Ext. 625

(Department Head - please type)

Department Head Signature *[Signature]*

Agenda Title: Request to hire for (1) position in Social Services

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

Request to hire for (1) Eligibility Worker I/II due to employee termination.

This is a Merit Systems position and must be hired through the Merit Systems process.

Recommendation/Requested Action:

Authorize the requested action

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required?

Yes  No

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution Attached:	Yes <input 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 *[Signature]*

Counsel *GB*

Auditor *JOTR*

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

CAO *[Signature]*

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

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

Copy of approved ATF to Chris @ Social Services, HR and Auditor

### FOR CLERK USE ONLY

Meeting Date January 27, 2015 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

## ELIGIBILITY WORKER I

### DEFINITION

Under supervision, to assist with and perform limited eligibility determinations for public assistance; to learn the procedures and regulations necessary for caseload administration; to learn techniques and methods of interactive interviewing and fact gathering; to learn to identify clients need for health, social and/or employment services; to refer clients to other staff or community resources; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the entry/trainee level in the Eligibility Worker class series. Incumbents in this class normally work under close supervision in a trainee capacity. They perform the more routine responsibilities according to well established procedures and methodologies. Incumbents in this class are expected to develop skills and gain knowledge of the Department's organization, public assistance programs, and case management techniques. When requisite skills and knowledge have been developed, they are expected to advance to the journey level Eligibility Worker II level.

### REPORTS TO

Eligibility Supervisor.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None

### EXAMPLES OF DUTIES

Learns a variety of public assistance and case processing and management techniques; schedules and makes regular contacts with clients; interviews applicants and recipients in person (on- or off-site) and by telephone to gather information needed for participation in one or more public assistance grants; explains regulations, rules, court orders, and policies regarding public assistance programs; assists people with clarification and completion of prescribed application and declaration forms used to make eligibility determinations; learns and explains client rights and responsibilities associated with public assistance programs; learns to investigate, clarify and correct discrepancies; verifies and insures accuracy of data; learns to develop required information concerning income, resources, and financial obligations; learns to review applications and declarations for completeness and accuracy; learns to review eligibility factors and authorize releases; learns to hold and re-issue payments, immediate need warrants, food stamps and emergency medical services cards; provides assistance and direction in obtaining further information to resolve discrepancies and problems with initial applications and declarations; learns to apply established guidelines and procedures in making eligibility determinations; interviews people and reviews case records to gather preliminary information and identify need for referral

## **ELIGIBILITY WORKER I - 2**

to employment and social services; records information for case records; interprets and applies program regulations and other pertinent material to specific cases; may prepare and maintain a variety of records and documents associated with the eligibility process; learns to compute authorized grant levels; provides basic case services; prepares correspondence and reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- General goals and objectives of a public social service programs.
- Modern office practices, methods, and procedures.
- Basic record keeping practices and procedures.
- Business mathematics.

#### Ability to:

- Learn the policies, procedures, and programs of the Amador County Social Services Department.
- Learn the laws, rules, and regulations necessary for receiving public assistance and case management techniques for all programs.
- Learn the principles of income maintenance and public social services.
- Learn the Department, public, and community resources available to clients.
- Learn the sources of information available to verify and obtain financial and social information.
- Learn in-depth and analytical interviewing and fact finding techniques.
- Read, understand, interpret and apply complicated and detailed correspondence and reports, regulations, and policy directives.
- Identify problems requiring referral to other Department staff.
- Make a variety of mathematical computations accurately and rapidly.
- Prepare, clear, concise and accurate records and reports.
- Work with timelines and interruptions.
- Understand and accept the differences in human behavior resulting from diverse socio-economics and cultural backgrounds and/or various forms of deprivation.
- Maintain confidentiality of the case records.
- Tactfully and effectively represent the Department in public contacts.
- Establish and maintain cooperative working relationships.

## ELIGIBILITY WORKER I - 3

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience performing clerical duties in a social services agency

OR

One (1) year of experience with responsibility for one or more of the following: determining eligibility for loans, financial assistance, unemployment, veterans benefits, or publicly or privately financed health counseling and/or social service programs.

OR

Equivalent to the completion of 60 semester units or 90 quarter units from an accredited college or university.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

## ELIGIBILITY WORKER II

### DEFINITION

Under general supervision, to perform journey level work in determining initial and continuing eligibility for one or more public assistance programs in accordance with established procedures; to conduct in-depth and analytical interactive interviewing and fact finding; to authorize benefits for public assistance programs; to identify and refer clients in need of health, social and/or employment services to other staff members or community resources; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the journey level in the Eligibility Worker class series. Incumbents are expected to perform work assignments with substantial independence and initiative. They should be capable of carrying out a variety of difficult eligibility determination cases. Some positions may function as a quality control workers in reviewing and auditing cases for accuracy and compliance with appropriate regulations and procedures.

### REPORTS TO

Eligibility Supervisor.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None

### EXAMPLES OF DUTIES

Schedules and makes regular contacts with clients; interviews applicants and recipients in person (on- or off-site) and by telephone to gather information needed for participation in one or more public assistance grants; explains regulations, rules, court orders, policies and public assistance programs; assists people with clarification and completion of prescribed application and declaration forms used to make eligibility determinations; explains client rights and responsibilities associated with public assistance programs; investigates, clarifies and corrects discrepancies; verifies and insures accuracy of data; develops required information concerning income, resources, and financial obligations; reviews applications and declarations for completeness and accuracy; reviews eligibility factors, authorizes releases, and holds and re-issues payments, immediate need warrants, food stamps and emergency medical services cards; provides assistance and direction in obtaining further information to resolve discrepancies and problems with initial applications and declarations; applies established guidelines and procedures in making eligibility determinations; interviews people and reviews case records to gather preliminary information for the identification of potential referrals to employment and social services; records information for case records; interprets and applies program regulations and other pertinent



## ELIGIBILITY WORKER II - 3

- Understand and accept the differences in human behavior resulting from diverse socio-economics and cultural backgrounds and/or various forms of deprivation.
- Maintain confidentiality of the case records.
- Tactfully and effectively represent the Department in public contacts.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Six months of work experience performing duties similar to those of an Eligibility Worker I or Employment and Training Worker I.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.