

**AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER
810 Court Street
Jackson, CA 95642**

BOARD MEMBERS

Brian Oneto, District V
Chairman

John Plasse, District I
Lynn A. Morgan, District III

Richard M. Forster, District II
Louis D. Boitano, District IV

Please Note: All Board of Supervisors meetings are tape-recorded.

Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting.

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

REGULAR MEETING AGENDA

DATE: Tuesday, April 14, 2015
TIME: 8:30 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, CA
Board of Supervisors Chambers

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). Following Closed Session the Board will announce any action taken in Open Session.

1. **Conference with Real Property Negotiators:**
APN 044-010-116-000 (Terms and Conditions) Negotiating Parties: Brad Stahl, County Negotiators: Charles T. Iley, County Administrative Officer and Jon Hopkins, General Services Director.
2. **Conference with Labor Negotiators:** Pursuant to Government Code Section 54957.6. County Negotiator: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Darrell P. Murray, IEDA. Employee Organization: All Units
3. **Conference with County Counsel - Existing Litigation [Government Code 54956.9(d)(1)]:**
 - a. County of Amador v. Kenneth L. Salazar, Secretary of the Interior; et al: In the United States District Court for the District of Columbia, Case No. 1:05-CV-00658 (RWR)
 - b. County of Amador v. Department of the Interior, Ken Salazar, Secretary of the Interior; et al, In the United States District Court for the Eastern District of California. Case No. 2:12-CV-01710-JAM-CKD
 - c. Pine Grove Business Alliance v. County of Amador, et al; Del Rapini Construction, Inc., et al; Superior Court of the State of California in and for the County of Amador, Case No. 14CV9062.
4. **Conference with County Counsel – Anticipated Litigation [Government Code 54956.9(d)(2)]:**
 - a. Buena Vista Rancheria
 - b. Claim of Dakota Jones, Kirra Jones, Donna Aponte and the Estate of Patrick Derrick Jones (Deceased)
 - c. Claim of Paula Shepard, Brianne Hughes and Ian Shepard, a minor

****9:00 A.M.****

PLEDGE OF ALLEGIANCE

AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per person.**

CONSENT AGENDA: Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

REGULAR AGENDA:

5. **Rabbit Creek Causeway Cuvert Replacement:** Discussion and possible action relative to Board direction regarding closing out the Settlement Agreement with EMBUD.
6. **Assembly Bill 1347:** Discussion and possible action relative to the Chairman's signature on a letter of opposition regarding the subject legislation as it relates to the Public Contracts Claim Process.
7. **Golden State Finance Authority:** Discussion and possible action relative to adoption of a resolution and approval of the Chairman's signature on the revised Golden State Finance Authority Joint Powers Authority Agreement.
8. **Refunding 2005 Certificates of Participation:** Discussion and possible action relative to adoption of a Resolution approving the form and authorizing the execution of certain lease financing documents in connection with refunding the County's outstanding 2005 Certificates of Participation and authorizing and directing certain actions with respect thereto.
9. **Minutes:** Review and possible approval of the March 10, 2015 and March 24, 2015 Board of Supervisors Meeting Minutes.

****10:30 A.M.****

AT THIS TIME THE AMADOR COUNTY BOARD OF SUPERVISORS WILL CONVENE AS THE AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY AND THE FOLLOWING MATTER WILL BE HEARD:

10. **Refunding 2005 Certificates of Participation:** Discussion and possible action relative to adoption of a Resolution approving the form and authorizing the execution of certain lease financing documents in connection with refunding the County's outstanding 2005 Certificates of Participation and authorizing and directing certain actions with respect thereto.

ADJOURNMENT: Until Tuesday, April 28, 2015, at 8:30 a.m.

**Staff Contacts: Chuck Iley, County Administrative Officer
Jennifer Burns, Clerk of the Board
Teresa Wagstaff, Deputy Board Clerk I
810 Court Street, Jackson, California 95642
Telephone (209) 223-6470
FAX# (209) 257-0619
www.amadorgov.org**

**AMADOR COUNTY
BOARD OF SUPERVISORS**

CONSENT AGENDA

April 14, 2015

NOTE: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

1. **BUDGET MATTERS**

- A. **Probation Department:** Approval of a Budget Transfer for SB678 Grant Expenditures that will pay for ammunition, targets, inert taser cartridges, and a computer server, which will be reimbursed by the SB678 Grant.

2. **TAX MATTERS** None

3. **RESOLUTIONS**

- A. **Surveying & Engineering:** Approval of a resolution approving a *Boundary Line Adjustment #2013-022* application extension for *Sierra Pacific Industries*, a California Corporation, *Sierra Pacific Industries*, A California Limited Liability Company, and *Sierrapine*, A California Limited Partnership. This property is located southerly and westerly of the junction of Industry Boulevard and Ampine Fibreform Road, in the Martell area (APN 44-010-125, 44-480-011, and 44-480-027).
- B. **Surveying & Engineering:** Approval of a resolution approving the Final Subdivision Map and accepting and rejecting offers of dedication appearing on Final Subdivision Map No. 180, Phase 1, *Timber Creek Townhomes*. The property is located southwesterly of the junction of Kirkwood Meadows Drive with Sentinels Way, in the Kirkwood Meadows area (APN 26-270-033).
- C. **Surveying & Engineering:** Approval of a resolution issuing two (2) Certificates of Compliance to *Roy E. Hoffee and Arlene M. Hoffee*. This property is located on the southerly side of Meath Road and the northerly side of Cook Ranch Road, approximately eight hundred (800 ft.) from the junction of said roads, in the Ridgeview Estates area (110-049 and 15-110-051).
- D. **Treasurer/Tax Collector:** Approval of a resolution authorizing distribution of Excess Proceeds from March 12, 2014, Public Auction Sale.
- E. **Building Department:** Approval of a resolution authorizing recordation of an agreement to construct a *Limited Density Owner-Built Rural Dwelling* (APN 014-220-008-000/Building Permit #LD01005) for The Craig L. Parker and Kathleen L. Parker Revocable Trust, as restated 01-10-2008, Craig L. Parker and Kathleen L. Parker, Trustees.
- F. **Planning Department:** Approval of a resolution authorizing recordation of a *Notice of Reclamation Plan Approval* pursuant to the Surface Mining and Reclamation Act, Public Resources Code Section 2772.7 for the Newman Ridge Quarry which supersedes previously adopted Resolution No. 12-116 and Notice of Reclamation Plan approval recorded as Document 2012-0011009-00 in the office of the Amador County Recorder.

4. **AGREEMENTS**

- A. **Health and Human Services:** Approval of an Amendment to the *Medi-Cal Targeted Case Management Provider Participation* Agreement for fiscal year 2013-2018. The State has requested the Agreement to be amended to include:
- 1) Updated Medi-Cal Targeted Case Management Provider Participation Agreement
 - 2) Updated Certification (CCC-307)
 - 3) Exhibit A/HIPAA Business Associate Addendum
 - 4) Exhibit D (F) Special Terms and Conditions
 - 5) DUNS number for Amador County
- B. **Health and Human Services:** Approval of a Services Agreement with *Aurora Behavioral Healthcare – Santa Rosa, LLC* that will provide inpatient psychiatric services to residents of Amador County referred by the Director of Health Services.
- C. **General Services Administration:** Approval to dispense with the formal bidding procedures and approve a Professional Services Agreement with *R3 Consulting Group, Inc.* to perform all of the services required to Conduct Rate Year Review & Detailed Rate Review of ACES Waste Services in the amount of \$31,050.00 for the Amador County Transportation and Public Works Department.
- D. **General Services Administration:** Approval of an Assignment and Assumption of Lease by and between Chris and Colleen McKeage and Ross Butler for Airport Lot #190.
- E. **General Services Administration:** Approval to award RFP 15-03 to *Forensic Consultant's Medical Group, Inc.* and authorize the Sheriff and County Counsel to negotiate final terms and conditions based upon the Draft Contract for a period of five (5) years and approve the Board Chairman to sign said contract.
- F. **Agricultural Department:** Approval of Work and Financial Plan between Amador County and United States Department of Agriculture *Animal and Plant Health Inspection Service Wildlife Services* (APHIS-WS) to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted through June 30, 2016.
- G. **Transportation and Public Works:** Approval of Right of Way Acceptance for the *Bunker Hill Bridge Replacement Project* from Joseph and Shirley Sinai (APN 008-230-020-501) and William and Martha Engel, Nancy Engel Slenger (APN 008-230-001-000).

5. **ORDINANCES** None

6. **MISCELLANEOUS APPOINTMENTS/RESIGNATIONS**

- A. **Commission on Aging:** Approval of the appointment of Ms. Lynne Standard Nightengale to the subject commission for a three (3) year term.
- B. **Area 12 Agency on Aging Advisory Council:** Approval of the re-appointment of Ms. Floy Goulart to the subject council for a three (3) year term.

7. **MISCELLANEOUS**

- A. **Health and Human Services:** Approval of a request to backfill one (1) Eligibility Worker I/II position due to employee resignation. This is a Merit Systems position and must be hired through the Merit Systems process.
- B. **Transportation and Public Works:** Approval of an Invitation to Bid No. 15-01 *Countywide Shoulder/Turnout Project* that will construct paved vehicle turnout areas at fourteen (14) locations along Shenandoah Road, Fiddletown Road and Shakeridge Road. Each turnout will be constructed 12 feet wide and 250 feet long. Estimated construction cost for this project is \$424,000.00.
- C. **General Services Administration:** Approval of an Invitation to Bid No. 14-34 received for the purchase of one (1) four wheel drive mid-size extended cab truck for the Environmental Health Department.

8. **GENERAL CORRESPONDENCE**

- A. Notice of Public Meeting from State of California Central Valley Regional Water Quality Control Board scheduled on Thursday, April 16, 2015 at 9 a.m. in Fresno.
- B. Application for Alcoholic Beverage License for *Dollar General #15506*, located at SWC Ridge Road and Hwy. 88, Pine Grove, CA 95665.
- C. Application for Alcoholic Beverage License for *Bulbous Bow Brewing Co @ CFM*, located at Pine Grove Community Park, Pine Grove, CA 95665.
- D. Application for Alcoholic Beverage License for *Mabera, LLC*, located at 10601 Valley Drive, Plymouth, CA 95669.
- E. Application for Alcoholic Beverage License for *Giannini's Italian Dinners*, located at 19845 State Hwy. 88, Pine Grove, CA 95665.
- F. Memorandum from the *Environmental Health Department* relative to the recap of activity during the month of March, 2015 totaling \$490,996.64.
- G. Auditor's check register dated March 17, 2015 totaling \$300,264.55.
- H. Auditor's check register dated March 24, 2015 totaling \$361,025.04.
- I. Auditor's check register dated March 30, 2015 totaling \$181,027.05.
- J. Auditor's check register dated April 3, 2015 totaling \$83,924.69.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: April 8, 2015

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

Phone Ext. 248

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

Meeting Date Requested:
04/14/15

Department Head Signature *Aaron Brusatori*

Agenda Title: Rabbit Creek Causeway Culvert Replacement - Project Completion

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

Staff Report:

As of January 15, 2015, all mitigation under the 2009 Settlement Agreement with East Bay Municipal Utility District (EBMUD) is complete, and all financial obligations for both parties are complete. The Department of Transportation and Public Works will perform visual inspections on the culvert when water levels are low enough, on an annual basis. After 25 years (2040), staff will perform a full inspection.

Recommendation/Requested Action:

Provide direction on how to close out the Settlement Agreement with EBMUD.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director HP

CAO OB

Risk Management _____

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

Transportation and Public Works

FOR CLERK USE ONLY

Meeting Date 4/14/15

Time _____

Item # 5

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

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



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Department of Transportation and Public Works

DATE: April 8, 2015

SUBJECT: Project Completion - Rabbit Creek Causeway Culvert Replacement

CONTACT: Jered Reinking, Senior Civil Engineer (223-6226)

Overview

The Department of Transportation and Public Works is reporting that the County has fulfilled its obligations under the 2009 Settlement Agreement reached with East Bay Municipal Utility District (EBMUD). Under the Settlement Agreement, the County was generally obligated to mitigate the failure of the existing culvert facility by;

Maintenance:

- Maintaining a temporary siphon to equalize the head differential on either side of the Causeway (Lake Camanche & Rabbit Creek) so as to prevent damage to the Causeway; and
- Removal of the temporary siphon upon construction and commissioning of a new replacement culvert facility; and

Repair and Replacement:

- Phase I - Grouting of the Existing Collapsed Culvert; and
- Phase II - Culvert Replacement.

As of January 2015, all mitigation required under the 2009 Settlement Agreement is complete. All financial obligations, by both parties, are complete. The County received EBMUD's final 50% contribution towards the work required under Phase II - Culvert Replacement in the amount of \$384,933.44 on April 7, 2015.

Recommendations

1. Provide direction on how to close-out the Settlement Agreement with EBMUD
2. The new 60 inch corrugated metal pipe (CMP) culvert has a 50 year design life. The Department of Transportation and Public Works Staff will perform visual inspections when the water levels are low enough to expose the 60 inch CMP, with a goal of performing annual inspections. After twenty-five years (2040), Staff will perform a full inspection of the pipe, using underwater techniques if necessary.

BACKGROUND

In February 2006, the existing 90 inch culvert located under the Rabbit Creek Causeway at Lake Camanche, partially collapsed after 50 years of operation. The purpose of the culvert facility was to allow water to pass

from Rabbit Creek to Lake Camanche, providing EBMUD with water. In 2009, the County and EBMUD entered into a Settlement Agreement that required the County to replace the failed culvert under certain conditions.

DISCUSSION

The repair and replacement work has been completed. The Phase I Grouting of the Existing Culvert work was completed in November 2013. The Phase II Culvert Replacement work was completed in January 2015. The Department of Transportation and Public Works intends to deactivate and close the project file as soon as possible. Attached with this staff report is the As-Built summary for Phase II. The summary includes a narrative of the operations as well as a photo summary showing the progression of construction.

MEASURES/EVALUATION

Measures or an evaluation are not applicable to this agenda item.

LEGAL ANALYSIS

Legal Analysis is not applicable to this agenda item.

FINANCIAL ANALYSIS

Financial Analysis is not applicable to this agenda item.

Attachments:

As-Built Summary: Phase II - Construction of a Replacement for the Collapsed Culvert

cc: Aaron Brusatori, Director



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

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COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Aaron Brusatori, PE
Director

FROM: Jered C. Reinking, PE
Senior Civil Engineer

DATE: February 26, 2015

SUBJECT: Rabbit Creek Causeway Culvert Replacement
Project Completion
As-Built Summary: Phase II - Construction of a Replacement for the Collapsed Culvert

CC: File
East Bay Municipal Utility District



SUMMARY:

Amador County Department of Transportation and Public Works (County) completed construction of Phase II of the Rabbit Creek Causeway Culvert Replacement Project. The Contractor for this project was K.W. Emerson, Inc. (Contractor). The Contractor was issued a Notice to Proceed on September 18, 2014. The majority of Contractor field operations ceased on November 14, 2014. The County issued a field acceptance of the work on December 18, 2014. A Notice of Completion was recorded with the County of Amador on February 23, 2015.

This memorandum summarizes the results of the work accomplished during the construction period and follow-up culvert maintenance during January of 2015. This memorandum includes discussion of major activities and decisions made as a supplement to work required by the Contract Plans and Specifications. There were several changes ordered in the field by the Engineer to address actual field conditions encountered during the course of work.

EXCAVATION OF THE CAUSEWAY (September 18 - October 1, 10 Working Days):

A Notice to Proceed was issued to the Contractor on 9/18/14. The Contractor immediately began mobilizing equipment to the site. Due to excavation of the causeway, Camanche Parkway North was closed and barricaded one mile on each side of the causeway. Detour signs were placed and on 9/24/14 and two mile segment of Camanche Parkway North was closed to public traffic. The segment of road was closed for construction until 11/15/14.

The Contractor began excavating approximately 300 feet of the road surface on 9/24/14. The Contractor mobilized two (2) Scrapers - Model 631C, one (1) Excavator - Model 330, and one (1) Dozer - Model D8R to accomplish the work. The excavated Random Zone material (Core) consisted of very stiff to hard Sandy Lean Clay/Sandy Silt and medium dense to very dense Clayey Sand/Silty Sand, which was consistent with the findings of the geotechnical investigations done during design. On both sides of the causeway, the outer layers consisted of the Drain Zone, gravelly rock/river rock, consistent with original as-built conditions. However, the outer most armor layer consisting of a mix of 1/4 ton and facing rock was only present on the

Rabbit Creek Causeway Culvert Replacement

As-Built Summary

2/26/15

Camanche side, which was not consistent with original as-built conditions. All materials (Asphalt, Random Zone, Drain Zone, and armor layer) were excavated by type and sorted accordingly by the Contractor into separate stockpiles. Except for the armor layer material, stockpiles were located approximately 800 feet south of the causeway on the dry bed of Lake Camanche. Daily excavation operations generally began around 7:30 am and ended around 3:30 pm. The operation consisted of loading and running two scrapers in a loop down the temporary haul road to the stockpiles and returning to the causeway via the existing access road on the east slope adjacent to the causeway.

The Contractor excavated the causeway prism from approximately roadway elevation of 243 feet to approximately to culvert installation platform elevation of 210 feet in five (5) working days. The production rate of scraper loads per hour was 20-25 loads peak. It is estimated that daily excavation totaled in the 1500 cubic yard range, which was consistent with the earthwork estimate. The Contractor reached the culvert installation bench elevation of 210 feet on 10/1/14. The water surface elevation of Rabbit Creek that day was approximately 208 feet. The water surface elevation of Lake Camanche that day was approximately 188 feet. The culvert installation elevation at the invert is 195 feet.

INSTALLATION OF THE CULVERT (October 2 - October 15, 10 Working Days):

The Contract required a 48" alternative pipe culvert to be furnished and installed by the Contractor. The allowable pipe materials included Corrugated Steel Pipe (CSP) and Reinforced Concrete Pipe (RCP). The minimum culvert diameter that was to be installed was 48". The County preferred RCP. The County allowed the CSP option to control cost. The Contractor elected to bid a 48" CSP. The County decided that although RCP was preferred for a 48" diameter pipe culvert, that if CSP was chosen by the Contractor, the County would order a change to upsize the 48" CSP to a 60" CSP if the budget allowed. Installing a 60" diameter pipe culvert was preferred over a 48" diameter pipe culvert. Also, since the culvert pipe would not be RCP, a 60" CSP would better allow for culvert rehabilitation towards the end of the 50 year design life. Therefore, the Contractor ultimately furnished 260 linear feet of 60" 14Ga CSP to the job site. Only 240 linear feet was required to complete the installation.

Installation of Culvert in Rabbit Creek

The water surface elevation of Rabbit Creek was 208 feet. The culvert was required to be installed at an invert elevation of 195 feet. Reducing the water surface elevation of Rabbit Creek by pumping or draining was not preferred by EBMUD. To mitigate this, the County originally planned to locally dewater an area by use of a cofferdam. During design the water surface elevation was assumed to be at elevation 205 or lower. This assumption was based on the best information available at the time. The Rabbit Creek bottom was estimated to be elevation 192 or higher. A temporary cofferdam was planned to be erected under those conditions. For the County, a cost effective temporary cofferdam would only be feasible with a maximum water surface elevation of 205 feet.

First Pipe Segment Operation - The water surface elevation of Rabbit Creek was 208 feet, exceeding the County design criteria for feasible temporary cofferdam options. To adapt to the actual field conditions, the County decided to install the first section of culvert pipe partially under water. To accomplish the installation in this fashion, a forty (40) foot section of 60" CSP was ordered from the manufacturer, instead of a typical twenty (20) foot section. With a forty (40) foot section of pipe, 20 feet of the pipe would be installed submerged in Rabbit Creek and 20 feet of the pipe section would be installed in a flooded trench excavated into the culvert installation bench. The Contractor surveyed and prepared approximately 60 feet of the alignment with the excavator. An inflatable pipe plug was installed at the end of the pipe that would be submerged directly into Rabbit Creek. The excavator lowered the forty (40) foot section, affixed with ballast

Rabbit Creek Causeway Culvert Replacement

As-Built Summary

2/26/15

bags, into Rabbit Creek and the flooded trench. Once the pipe was in position, the pipe was surveyed for alignment and elevation. Once alignment and elevation were established, the pipe was released from the rigging. To ensure the pipe remained in place, gravelly rock/river rock was backfilled onto the pipe where the trench intersected Rabbit Creek. Concrete backfill was then placed in the trench, creating a plug with Rabbit Creek.

Second Pipe Segment Operation - The day after the installation of the first pipe segment, the cured concrete created a semi watertight plug from Rabbit Creek, which enabled the Contractor to begin pumping water out of the remainder of the trench. The trench was dewatered and prepared for next segment of pipe. The second segment of pipe was a typical twenty (20) foot section of pipe. The trench was dewatered; however seepage was still occurring around the sides of the first section of pipe. The second pipe segment was lowered into position and a dimple band securing the two pipe segments was installed. Once secure, concrete backfill was again placed for approximately 15 feet of the length of the second pipe segment, plus the dimple banded joint.

Third Pipe Segment Operation - The next day, the cured concrete had plugged the seepage from around the sides of the pipe, however, nuisance water from Rabbit Creek was also leaking around the inflatable plug from the inside of the pipe. The nuisance water continued to create a flooding situation in the trench. To eliminate this nuisance the Contractor excavated a relief trench drain adjacent to the culvert alignment. The relief drain diverted water from the work area and allowed for standard dry installation of the third and remainder of pipe segments.

Installation of Remaining Culvert Segments

After the nuisance water was diverted, the remaining pipe segments (160 feet) were installed, banded and backfilled in one day. The relief drain was backfilled and compacted once the remaining pipe segments were installed. Water from Rabbit Creek continued to leak around the inflatable plug from inside the pipe; however the water was now flowing through the pipe to the outfall on the Camanche side.

RECONSTRUCTION OF THE CAUSEWAY (October 16 - November 14, 22 Working Days):

Compaction

After the pipe culvert trench was backfilled and compacted, work on the reconstruction of the Causeway embankment began. The contractor performed compaction with a Sheepsfoot Roller and continuously ran fully-loaded Scrapers over the work area. The Contract called for 95% relative compaction, but that requirement was changed to a 90% relative compaction. Initially, compaction tests were failing due to the moisture content of the soil. This was a typical situation for the backfilling and compaction below elevation 208 (Rabbit Creek Water Surface Elevation). Once the Contractor compacted a couple layers, and was above elevation 208, obtaining relative compaction between 90% and 97% was typical.

Random Zone and Drain Zone material that was stockpiled during excavation was placed back in the causeway per plan.

Armoring Installation

No rip-rap was placed on the Rabbit Creek side face of the slope. The pre-construction condition did not have armoring and there was no evidence suggesting that any needed to be installed on that side. Additional armoring was placed on the Camanche side face of the slope. The Camanche slope face was returned to pre-construction conditions.

CONTRACTOR OPERATIONS COMPLETION SUMMARY:

The quality of the work performed was high.
The Contractor completed the required work on time.
The Original Contract Amount equaled \$683,915.00.
The Final Contract Amount equaled \$688,216.51.

The Total Net Change Orders equaled \$4,301.51.
Increase of 0.63% of the Original Contract Amount.

CULVERT MAINTENANCE PERFORMED (December 31, 2014 - February 9, 2015):

Plug Failure and Outlet Damage

On December 31, 2014 the County was notified by EBMUD that there was a failure of the inflatable plug that was installed in the new 60" culvert on the Rabbit Creek side of the Causeway. Continuous heavy rains over several days had caused significant amounts of drainage to accumulate in Rabbit Creek. This accumulation of runoff caused the water surface elevation of Rabbit Creek to rise over 10 feet, exceeding the design of the plug. As a result, the inflatable plug was ejected into Lake Camanche. It was approximated that the flow rate of water free flowing through the pipe from Rabbit Creek to Lake Camanche was upwards of 300 cubic feet per second.

The high flow of the continued discharge destroyed the 1/4 ton apron that was installed at the outlet in Lake Camanche. The event not only destroyed the apron, but also created a scour hole at the culvert and partially eroded away the slope of the causeway.

By January 7, 2015 the water surface elevation of Rabbit Creek had dropped approximately 20 feet, almost to the invert of the culvert pipe.

Damage Repair and Maintenance (by County Forces)

On January 14, 2015 County Forces repaired the damage by; filling in the scour hole, minor slope repair, outlet and drainage channel restoration. No further repair and/or maintenance are planned this year on the culvert.

Routine Maintenance will be performed in the future as access permits.

Attachments
Photo Summary

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 04/08/2015

From: Richard M. Forster, District II Supervisor Phone Ext. x470
(Department Head - please type)

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>04/14/2015</u>	

Department Head Signature _____

Agenda Title: Assembly Bill 1347

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

Discussion and possible action relative to a letter of opposition regarding the subject legislation as it relates to the Public Contracts Claim Process.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

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 _____ Counsel _____
Auditor JOR GSA Director Hop
CAO [Signature] Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date 4/14/15 Time _____ Item # 6

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



April 2, 2015

1100 K Street
Suite 101
Sacramento
California
95814

Telephone
916.327-7500

Facsimile
916.441.5507

The Honorable David Chiu
Member, California State Assembly
State Capitol, Room 2196
Sacramento, CA 95814

**Re: AB 1347 (Chiu): Public Contracts: Claims Resolution Process
As introduced on February 27, 2015 – OPPOSE**

Dear Assembly Member Chiu:

The California State Association of Counties (CSAC) regrets to inform you of our opposition to your Assembly Bill 1347 related to claims resolution for public contracts. AB 1347 would mandate a new overly broad claims resolution process on all public contracts with unfeasible timelines, disproportionate requirements and remedies, and it is duplicative of existing processes in current public contracts. Moreover, this measure would force taxpayers to bear the costs when a contractor has failed to fully vet and understand the terms of a contract with a public agency, especially including any terms related to claims resolution procedures.

Duplicative Requirements. Counties already include a clearly defined claims resolution process in public contracts. Public contracts also define how and when a public agency will respond to requests for information. In the case of road projects, many counties use the California Department of Transportation's Standard Specifications, which includes a claims resolution process that has been refined and improved over decades and used countless times. Importantly, whether it is the Caltrans process or another mechanism, a dispute resolution processes agreed to by both parties through the execution of a mutually agreed-upon contract inherently results in a process that is fair to both parties. This measure would instead skew the process in favor of contractors by adding additional burdens, paperwork, and process with no public benefit.

Overly Broad. AB 1347 would apply to a "written demand or assertion," which is defined as "a request for modification, contract amendment, or change order, seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time, or other relief, including a determination of disputes or matters arising out of, or related to, the contract documents or the performance of work on a public contract." This list includes a majority of the interactions between public agencies and contractors. It would not only be impossibly burdensome and unrealistic, but also costly and time consuming to have to communicate via certified mail for all of the aforementioned exchanges. Moreover, contracts should be vetted, reviewed, and fully understood by both parties prior to execution. It defeats the purpose of having a contract at all if one party can unilaterally change the content and administration of a contract after the final agreement and signatures.

One-Sided and Unfeasible Timelines. The measure would require public agencies to complete certain actions within unworkably rigid timelines without imposing similar burdens on contractors. First, an agency would have to respond to a written demand within 30 days addressing what portions of the claim are disputed or

undisputed. Public contracts vary in terms of size, scope and complexity. The timeline set forth in AB 1347 does not account for differences among the variety of contracts public agencies enter into. Furthermore, counties often receive claims with very little—sometimes no— supporting data at all. At the very least, any timeline in statute should only start once the agency receives sufficient supporting data to ascertain the veracity of the claim.

Second, AB 1347 would require payment due on any undisputed portion of the claim to be made within seven days after the public agency issues its written response to a written demand or assertion. This timeline is much shorter than current prompt payment law which requires public agencies to make a progress payments within 30 days after receipt of an undisputed and properly submitted payment request (Government Code §20104.50). Even the largest and most sophisticated public agencies are unable to process a payment within seven days. The treasurers of smaller public agencies may only issue treasury warrants on a bi-weekly basis. Given their fiduciary duties as stewards of taxpayer money, public agencies have procedures in place to ensure that any payments are made and accounted for properly. Imposing arbitrarily-short timeframes on payments would erode well-warranted protections on the expenditure of taxpayer funds.

Usurious Interest Rate. If a public agency failed to respond to a written demand, AB 1347 would apply a 10 percent per annum. This rate is inflated above current rates than can be obtained in interest-bearing accounts, especially considering the well-warranted limitations on types of accounts in which county treasurers may deposit public funds. We further find this provision to be redundant, as public agencies define the amount of interest to be paid and how it will be calculated in existing contract specifications. These provisions are tied to the requirement of timely payments to the contractor. Indeed, in some cases counties do pay interest on late payments as outlined in the mutually agreed-upon public contract specifications.

Deemed Approved. Especially given the aforementioned concerns with the timelines proscribed in the bill, deeming a contract approved in its entirety is a significant overreach. However, even with more appropriate timelines, deeming a contract approved just because of a missed deadline, puts the public agency, at ultimately the tax payers, at financial risk.

Nonbinding Mediation. Counties appreciate efforts to find resolution of disputes outside of the court system, however, because mediation is nonbinding, one party can always object to the outcome if the proceedings go badly from their perspective. Nonbinding mediation has the potential to add additional time and cost to the public contracting process, but for intractable disputes would yield the same outcome: a final decision being made in court.

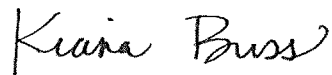
False Claims Act Exemption. AB 1347 would exempt claims made under this act from the False Claims Act (Government Code §12650). The False Claims Act is a public agency's primary tool to address fraud against government. It is nonsensical to exempt claims made to a government from one of the most important tools local governments have to protect the public's money against false claims.

Overall, we are very concerned with the new claims resolution process envisioned by AB 1347 as it will only add time and squander taxpayer funding by usurping a process which works well a significant majority of the

time. Under the framework envisioned by AB 1347, counties completing public works projects would be distracted from their primary responsibility to protect the public's investment in infrastructure by ensuring that projects are built to an acceptable standard of quality and at a reasonable cost. Instead, counties would be bogged down in contract review, responding to written demands or assertions on extremely tight timelines, and fearing interest penalties. Finally, the existing claims process within public contracts works well: contractors have the obligation to substantiate their claims, while public agencies are bound to be fair and reasonable stewards of taxpayer funds. To the extent that any adjustments are needed to the existing processes, principles of subsidiarity and good sense would dictate that contractors should address the rare issue with a specific dispute resolution procedure prior to executing a binding contract with a public agency.

For these reasons, we must oppose AB 1347. Please do not hesitate to contact me at (916) 327.7500 x. 566 or at kbuss@counties.org to discuss our position on this measure.

Sincerely,

A handwritten signature in black ink that reads "Kiana Buss". The signature is written in a cursive, flowing style.

Kiana Buss
Legislative Representative

**Assembly Accountability and Administrative Review
2015**

Assembly Member	Party	Counties	Rm #	CAO	BOD	Staff
Freddie Rodriguez	D	Los Angeles, San Bernardino	6025	Sachi Hamai, Greg Devereaux	Don Knabe, James Ramos	Jessica Pereyda (S)
Jacqui Irwin	D	Los Angeles, Ventura	6011	Sachi Hamai, Michael Powers	Don Knabe, Kathy Long	Patrice Broussard (S)
Autumn Burke	D	Los Angeles	5144	Sachi Hamai	Don Knabe	Scarlet Bowman (S)
Jose Medina	D	Riverside	5135	Jay Orr	John Benoit	Karin Means (S)
Tom Lackey**	R	Kern, Los Angeles, San Bernardino	4009	John Nilon, Sachi Hamai, Greg Devereaux	Leticia Perez, Don Knabe, James Ramos	Elisa Arcidiacono (S)
Jim Frazier	D	Contra Costa, Sacramento, Solano	3091	David Twa, Brad Hudson, Birgitta Corsello	John Gioia, Susan Peters, Linda Siefert	Leticia Klein (S)
Rudy Salas*	D	Kern, Kings	2188	John Nilon, Larry Spikes	Leticia Perez, Doug Verboon	Ana Castro (S)
William Brough	R	Orange	2174	Michal Giancola	Lisa Bartlett	Megan Eddy (S)
Beth Gaines	R	El Dorado, Placer, Sacramento	2130	Pamela Knoor, David Boesch, Brad Hudson	Ron Mikulaco, Jim Holmes, Susan Peters	Jenna Chandler (S)

Counties represented: Los Angeles, San Bernardino, Ventura, Riverside, Kern, Contra Costa, Sacramento, Solano, Kern, Kings, Orange, El Dorado, Placer
 * = Chair ** = Vice Chair

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 04/08/2015

From: Brian Oneto, Chairman

(Department Head - please type)

Phone Ext. x470

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

Meeting Date Requested:
04/14/2015

Department Head Signature _____

Agenda Title: Golden State Finance Authority

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

Discussion and possible action relative to adoption of a resolution and approval of the Chairman's signature on the revised Golden State Finance Authority Joint Powers Authority Agreement.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director Hop

CAO dl

Risk Management Amc

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

Risk

FOR CLERK USE ONLY

Meeting Date

4/14/14

Time _____

Item #

7

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 _____

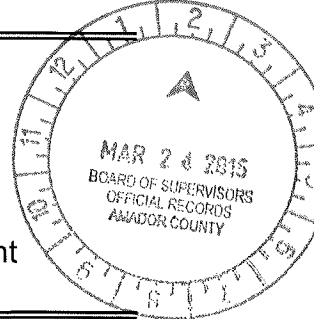
Clerk or Deputy Board Clerk

of _____



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: Chuck Iley, County Administrative Officer
From: Greg Norton
Executive Director
Date: March 20, 2015
Re: Golden State Finance Authority Joint Powers Authority Agreement



On March 18, 2015, the Board of Directors of the Golden State Finance Authority (GSFA) - formerly known as California Home Finance Authority (CHF) - a Joint Powers Authority of which Amador County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement. The JPA Agreement was last amended and restated December 10, 2014.

Following approval by the GSFA Board, the next step is for the revised Agreement to be provided to each Member County for review and approval by the Member County Board of Supervisors. These revisions are new and in addition to the revisions recently adopted by Member Counties in 2014.

We are requesting that Member Counties review and approve the proposed changes by adopting a resolution as well as signing the JPA Agreement in the next 60 days, with a targeted completion date of **May 12, 2015**. A sample resolution is attached to assist with your efforts. The Agreement revisions are deemed passed upon adoption of the revisions by a majority of the thirty-three (33) Member Counties.

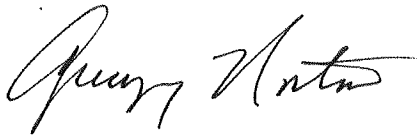
Two copies of the Agreement are included to assist with the County's review and approval process. One version (dated December 10, 2014) includes the proposed revisions in track changes. The other is a clean copy of the proposed revised JPA Agreement. The primary specific revisions to the Agreement are as follows:

- Formal name change to Golden State Finance Authority (GSFA);
- Amended and restated dates;
- Changing the number of members of the Executive Committee from nine (9) to no fewer than nine (9) and no more than eleven (11);
- Require that the Chair and Vice Chair of the Authority shall serve on the Executive Committee; and,
- Changing the word "such" to "other" in Section 7. h. for clarification.

If you have any questions or would like to discuss the proposed revisions and/or the approval process, please contact me at 916-447-4806 or via email at gnorton@rcrcnet.org.

Thank you in advance for your efforts to have the Agreement reviewed and approved by the Board of Supervisors.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Norton". The signature is fluid and cursive, with the first name "Greg" written in a larger, more prominent script than the last name "Norton".

Greg Norton
Executive Director
GSFA

cc: Supervisor Brian Oneto, GSFA Board Delegate
Kevin Cann, GSFA Chair, Supervisor Mariposa County
Les Baugh, GSFA Vice Chair, Supervisor Shasta County

Attachments:

Sample Resolution

Amador County Resolution and Signature Page from the previous JPA

Proposed Revised JPA Agreement (revisions in track changes)

Proposed Revised JPA Agreement (clean)

RESOLUTION _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF _____ APPROVING PROPOSED REVISIONS TO THE CALIFORNIA HOME FINANCE AUTHORITY (FORMAL NAME CHANGE TO GOLDEN STATE FINANCE AUTHORITY PENDING) JOINT POWERS AGREEMENT

WHEREAS, on March 18, 2015, the Board of Directors of California Home Finance Authority (pending formal name change to Golden State Finance Authority (GSFA)), a Joint Powers Authority of which _____ County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement, to formally change the name, modify the size of the Executive Committee and other matters; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of _____ have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF _____, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.

PASSED AND ADOPTED this ___ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors

Clerk of the Board of Supervisors

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

IN THE MATTER OF:

RESOLUTION APPROVING PROPOSED) RESOLUTION NO. 14-098
REVISIONS TO THE CALIFORNIA HOME)
FINANCE AUTHORITY (CHF) JOINT POWERS)
AGREEMENT)

WHEREAS, ON August 13, 2013, the Board of Directors of California Home of Finance Authority (CHF), formerly known as CRHMFA Homebuyers Fund, a Joint Powers Authority of which Amador County is a member, voted unanimously to approve proposed revisions to the CHF Joint Powers Authority (JPA) Agreement, to bring the Agreement current and provide administrative clarity on various matters; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and


WHEREAS, the members of the Board of Supervisors of the County of Amador have each been provided with a copy of the revisions to the JPA Agreement for review.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as Exhibit A and incorporated herein by reference.
2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of September, 2014, by the following vote:

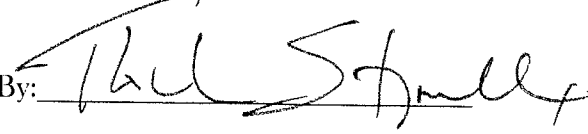
AYES: Theodore F. Novelli, Brian Oneto, John Plasse, Louis D. Boitano and
Richard M. Forster
NOES: None
ABSENT: None


Theodore F. Novelli, Chairman

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


Deputy

COUNTY OF AMADOR

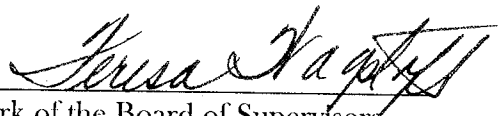
By: 

Dated: 9/9/14

Name: **Theodore F. Novelli**

Title: **Chairman**

Attest:

By: 

Deputy Clerk of the Board of Supervisors

PLEASE SEND TO:

California Home Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814

CALIFORNIA HOMEGOLDEN STATE **FINANCE AUTHORITY**

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated ~~December 10, 2014~~)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014, January 28, 2004.

B. WHEREAS, the Members of ~~CRHMFA Homebuyers Fund~~California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the ~~nine to eleven member~~ Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a

public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

- located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
 - (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
 - (7) suing and being sued in its own name, and litigating or settling any suits or claims,
 - (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
 - (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

c. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish ~~such~~other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue

other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions

hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014
Amended and restated _____

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF ALPINE

By: _____

Dated: _____

Name:

Title:

Attest:

By _____

Clerk of the Board of Supervisors

PLEASE SEND TO:

California HomeGolden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814

**** Example Signature Page to
Be Provided to each
Member County ****

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated _____)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014..

B. WHEREAS, the Members of California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a

public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

- located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

- a. The Board shall consist of the number of Delegates equal to one representative from each Member.
- b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..
- c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..
- d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.
- e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.
- f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.
- g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.
- h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.
- i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

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a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

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Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

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This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue

other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

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The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

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Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by

the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be

rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014
Amended and restated _____

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
GOLDEN STATE FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

COUNTY OF AMADOR

By: _____

Dated: _____

Name:

Title:

Attest:

By: _____

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 04/08/2015

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

Phone Ext. x470

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested: 04/14/2015

Department Head Signature _____

Agenda Title: Administrative Agency

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

Discussion and possible action relative to adoption of a Resolution approving the form and authorizing the execution of certain lease financing documents in connection with refunding the County's outstanding 2005 Certificates of Participation and authorizing and directing certain actions with respect thereto.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Comments: _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor JOR GSA Director Hop

CAO AB Risk Management mt

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

Risk

FOR CLERK USE ONLY

Meeting Date 4/14/15 Time _____ Item # 8

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 _____

**AMADOR COUNTY 2015 REFUNDING CERTIFICATES OF PARTICIPATION
APRIL 14, 2015 BOARD MEETING**

BACKGROUND

On August 17, 2005, the County of Amador (the "County") issued Certificates of Participation in the par amount of \$9,090,000 ("2005 Certificates"). Proceeds from the 2005 Certificates were used to (i) pay a portion of the costs of the acquisition and construction of a County Administrative Building and related costs, (ii) fund a reserve fund for the 2005 Certificates, and (iii) pay certain costs incurred in connection with execution and delivery of the 2005 Certificates, including the insurance premium.

The 2005 Certificates have interest rates that range from 4.00% in 2015 to 4.375% in their final maturity of 2025. Standard and Poor's upgraded the County's 2005 Certificates from A to A+ on May 13, 2014. The County is now interested in refunding the 2005 Certificates (the "Refunding"). The 2005 Certificates were first callable on October 1, 2014 at par.

TRANSACTION PROCESS

On January 7, 2015, Brandis Tallman LLC ("BTLLC") was notified of the award of placement agent or underwriter. Once awarded, BTLLC began the refinancing process.

At the Administrative Committee Meeting of March 2nd, the Board authorized staff to move forward with the private placement method of sale as there was concern with the excessive level of staff involvement required in a public offering. Staff did not believe that the difference in annual savings offset the intensive, time-consuming requirements of the public offering, particularly given the minimum staffing levels that the County now holds. With this direction, BTLLC distributed a Request for Proposal (RFP) to its pool of direct placement lenders.

At the Board meeting of March 10th, Staff discussed the refinancing with the Board.

On March 17th, BTLLC received bids from the RFP sent on March 3rd. BTLLC and staff reviewed the proposals and staff selected Umpqua Bank, as they provided the most favorable rate and terms to the County: an interest rate of 2.69% with additional lowering of the rate to 2.25% if a depository relationship is established.

At the Board meeting of March 24th, the Board approved authorizing staff to proceed with utilizing Umpqua Bank, without creating a depository relationship, under the condition the rate did not exceed 2.84% at the time of the rate lock on April 7th. In case Umpqua Bank's rate was no longer economical, the Board also approved authorizing staff to utilize the Capital One bid, which is locked at 2.84% until April 30th.

On April 7th, Umpqua Bank locked the rate at 2.65%, solidifying them as the lender for the direct placement refinancing.

REFUNDING STRUCTURE

The following summary written by Brian Quint, bond counsel, provides an overview of the financing structure and the legal documents:

The planned structure of the County's refinancing is best described as a "COP financing without COPs." The basis, however, is substantially identical to the 2005 COPs to be refunded, but less complicated and less expensive.

In recent years, because commercial banks are able to borrow funds at near 0%, they are willing to "loan" funds (actually purchase municipal obligations) at rates below what could be obtained in the capital markets. These "private placements" are done without an offering document, without the need to retain and pay annual fees of a trustee bank and without the need to satisfy continuing disclosure obligations.

The County is a "debt limit entity," like cities and school districts, meaning it does not have the power to enter into a financial agreement that obligates it beyond the current fiscal year without a 2/3 approving vote of its electorate, unless it can satisfy one of the accepted and long standing exceptions to the debt limit. The exception applicable here, and which was the basis for the County's 2005 financing, is known as the "lease exception" to the constitutional debt limit.

If the County's long term payment obligation is structured as a lease and its payment obligation is strictly in exchange for its beneficial use and occupancy of the leased asset, the agreement can extend beyond the end of the fiscal year. However, if the County does not have beneficial use and occupancy of the leased asset, its payment obligation "abates" and such abatement of payments is not a default under the lease.

The 2005 refinancing will be (and the 2005 issue was) structured satisfying abatement lease exception to the constitutional debt limitation. This differs from most states where the lessee (here the County) could just decide at any time not to budget and appropriate funds to make the lease payment and walk away from the lease (and lose the asset). But in California, under an abatement lease, the County must make its payments if it had beneficial use and occupancy in the prior lease period. Investors much prefer abatement leases. To guard against the possibility that the County could abate its lease payments (because an event made the property unavailable) investors require that the leased property be insured against a casualty loss, that there be rental interruption insurance to bridge the gap between the casualty loss and the date when the property is again available for use, and title insurance to guard against a title defect that ousts the County from the property. These safeguards were built into the 2005 financing and will be included in the 2015 refinancing.

The principal documents for the financing are as follows:

County Board Resolution. The resolution approves the financing and authorizes the execution and delivery of the various legal documents by the County (requiring a minimum present value savings of not less than 3% as compared to the 2005 financing).

Authority Board Resolution. The resolution approves the financing and authorizes the execution and delivery of the various legal documents by the Authority.

Letter Agreement for Purchase and rate Lock. While it is expected that the investor will indicate to the County in advance what interest rate they will propose, the transition does not get firmed up until after the Board approves it (scheduled for 4/14). This document locks in the deal and all numbers can be finalized (including the savings). It is executed the day after the Board approval.

Site and Facility Lease. Under this document, the County will lease the County Administration Building (the "Property") to the Amador County Public Facilities Financing Authority for a nominal sum.

Lease Agreement. Under this document the Authority will lease (actually sublease) the Property back to the County for a term of 10 years and the County will agree to make semi-annual lease payments including a principal component and an interest component. Under the lease, the County agrees to maintain and insure the Property for the term of the lease.

Assignment Agreement. The Authority immediately assigns its right to receive the semiannual lease payment to the private placement investor (and the Authority is effectively removed from the financing) and payments are made by the County directly to that investor. In exchange for the right to receive the future payments, the investor advances the principal portion of the lease payments to the County and will receive the principal and interest payments over the life of the lease. The interest component is tax exempt to the investor.

Escrow Agreement. The 2005 Certificates will be redeemed approximately two weeks after the 2015 issue is closed. The escrow agreement establishes an escrow which will be funded in an amount sufficient to provide for that redemption, together with any accrued interest owed to the 2005 investors. By virtue of the funding of the escrow, the 2005 is "defeased" and the County will no longer have any obligation with respect to the 2005 lease or other 2005 documents.

Termination Agreement. In connection with the 2005 issue, the financing documents were recorded against the property in the County Recorder's office. The termination

agreement removes the 2005 documents from the record so that no encumbrances will be on record other than the 2015 documents when they are recorded.

Final Opinion of Special Counsel. Since the investor is expecting that the interest component of the lease payments is tax exempt, and while the structure of the financing is simpler than a public offering, it must nonetheless satisfy all requirements of a tax exempt issue. The special counsel (same as bond counsel) opinion provides that the financing has been properly authorized, executed and delivered, is legal, valid, binding and enforceable against the County and, most importantly, is tax exempt.

REFINANCING RESULTS

The new loan par amount is \$6,168,000. At the locked interest rate of 2.65%, average fiscal year savings are \$49,105 and total savings are \$538,155. Net present value savings are \$464,476, or 7.66%. A summary of the refunding results is attached herewith.

RECOMMENDATION

Adopt Resolution No. ____ “approving the form and authorizing the execution of certain lease and financing documents in connection with refunding the County’s outstanding 2005 Certificates of Participation and authorizing and directing certain actions with respect thereto”.

COUNTY OF AMADOR
2015 Refunding Certificates of Participation (Series 2005)
Summary of Refunding Results
April 7, 2015

	<u>Existing</u> <u>2005 COP</u>	<u>Private</u> <u>Placement</u> <u>Refunding</u>	
REFUNDING BONDS			
Cost of Defeasance @ 4/22/2015 for a 5/15/2015 call		6,095,973	
Cost of Issuance (1)		72,027	
Par Amount (New Loan Amount)		6,168,000	
Arbitrage Yield		2.65%	
All-In True Interest Cost		2.88%	
Final Maturity	10/1/2025	10/1/2025	
FISCAL YEAR			
Debt Service	689,939	644,834	
Trustee Fees	2,000	0	
Continuing Disclosure	2,000	0	
Total Fiscal Year Payment	693,939	644,834	
Average Fiscal Year Savings		49,105	
SAVINGS			
Debt Service	7,589,334	7,093,179	
Trustee Fees	21,000	0	
Continuing Disclosure	21,000	0	
Total Payment	7,631,334	7,093,179	
Total Savings		538,155	
Total Net Present Value Savings		464,476	7.66%

(1) Includes bond counsel, placement agent, investor's counsel, title, CDIAC, misc./contingency, escrow agent and COI custodian.

COUNTY OF AMADOR

RESOLUTION NO. _____

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING THE COUNTY’S OUTSTANDING 2005 CERTIFICATES OF PARTICIPATION AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Supervisors (the “Board”) of the County of Amador (the “County”), as follows:

WHEREAS, the County, working with the Amador County Public Facilities Financing Authority (the “Authority”), has heretofore caused the execution and delivery of the \$9,090,000 2005 Certificates of Participation (the “2005 Certificates”), representing undivided fractional interests of the owners thereof in lease payments to be made by the County as the rental for certain property pursuant to a lease agreement with the Authority, delivered to finance a portion of the costs of the acquisition and construction of a County administration building and related costs;

WHEREAS, the 2005 Certificates are currently outstanding in the principal amount of \$6,065,000;

WHEREAS, the County has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refund the 2005 Certificates and to implement a lease financing for such purposes;

WHEREAS, it is in the public interest and for the public benefit that the County authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the County and the members of the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The Board hereby approves the refunding of the 2005 Certificates.

Section 2. A letter agreement for purchase and rate lock, by and among Umpqua Bank (the “Purchaser”), the County and the Authority, whereby the Purchaser agrees to acquire certain rights of the Authority, including but not limited to the lease payments to be made by the County under the Lease Agreement and the rights of the Authority under the Site and Facility Lease (hereinafter defined), in the form on file with the Clerk of the Board, be and is hereby approved, and the Chair, the Vice Chair or the County Administrative Officer, or the designee thereof (each, a “Designated Officer”), are hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such official;

Section 3. The below-enumerated documents, in the forms on file with the Clerk of the Board, be and are hereby approved, and any Designated Officer is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be

approved by such official, and the Clerk of the Board is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, by and between the County, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), pursuant to which the County will lease certain existing real property and the improvements thereon (the "Property") to the Authority;

(b) a lease agreement, by and between the Authority, as sublessor, and the County, as sublessee (the "Lease Agreement"), pursuant to which the Authority will sublease the Property back to the County and pursuant to which the County will agree to make semi-annual sublease payments (the "Lease Payments"), so long as the Lease Agreement does not extend beyond October 1, 2025, and so long as the present value savings to be realized by the execution of the Lease Agreement shall not be less than 3% as compared to the 2005 lease agreement;

(c) an escrow deposit and trust agreement, by and between the County and U.S. Bank National Association, as trustee for the 2005 Certificates, relating to the defeasance of the 2005 Certificates; and

(d) a termination agreement, by and among the County, the Authority and U.S. Bank National Association, as escrow bank, relating to the termination of recorded documents relating to the 2005 Certificates.

Section 4. The Chair, the Vice Chair, the County Administrative Officer, the Clerk of the Board, any deputy to the Clerk of the Board and all other appropriate officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 5. This Resolution shall take effect upon its adoption by this Board.

I, the undersigned hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Board of Supervisors of the County of Amador in a regular meeting assembled on the 14th day of April, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST:

Clerk of the Board

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of April 1, 2015

by and between the

COUNTY OF AMADOR, as Lessor

and the

AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of April 1, 2015, is by and between the COUNTY OF AMADOR, a political subdivision organized and existing under and by virtue of the laws of the State of California (the "County"), as lessor, and the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the County proposes to lease those certain parcels of real property situated in Amador County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the County to refund its outstanding County of Amador 2005 Certificates of Participation;

WHEREAS, the Authority proposes to lease the Property back to the County pursuant to that certain Lease Agreement, dated as of April 1, 2015, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the County, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of April 1, 2015, by and between the Authority and the Assignee (the "Assignment Agreement"), and recorded concurrently herewith;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The County hereby leases to the Authority and the Authority hereby leases from the County, on the terms and conditions hereinafter set forth, the Property.

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Amador, State of California, and shall end on October 1, 2025, unless such term is extended or sooner terminated as hereinafter provided. If, on October 1, 2025, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than October 1, 2035. If, prior to October 1, 2025, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The County agrees to lease the Property to the Authority in consideration of the payment by the Authority of an advance rental payment of \$6,168,000. The County and the Authority agree that by reason of the assignment of the Lease

Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Authority shall use the Property solely for the purpose of leasing the Property to the County pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the County under the Lease Agreement, the Authority and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. County's Interest in the Property. The County covenants that it is the owner in fee of the Property.

Section 7. County Representations and Certifications to the Authority and the Assignee. The County hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site and Facility Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the County's knowledge, the Authority is not and will not be, in any respect, in default under the terms and provisions of this Site and Facility Lease. Further, to the best of the County's knowledge, the County knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site and Facility Lease by either the Authority or the County.

(c) The County has not currently encumbered its fee interest in the Property to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site and Facility Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Trust Agreement).

(d) The County acknowledges hereby consents to the Lease Agreement.

(e) Upon the Event of Default under the Lease Agreement, the County will standstill and allow the Authority or the Assignee to pursue any and all remedies available to the Authority or Assignee under either this Site and Facility Lease or the Lease Agreement.

(f) Except for the rental payment referenced in Section 4, no additional rent is or will be due under this Site and Facility Lease by the Authority through the term of this Site and Facility Lease and the Authority has satisfied all of its obligations under this Site and Facility Lease.

(g) During the term of the Site and Facility Lease, the County will not consent to any amendment, modification or termination of this Site and Facility Lease without the prior written consent of the Assignee.

(h) During the term of this Site and Facility Lease, the County will not encumber its interest in the Site without the prior written consent of the Assignee.

(i) The County acknowledges that this Site and Facility Lease cannot be terminated by the County for any reason, except according to Section 3.

(j) Notwithstanding any Site and Facility Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the County in accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to Assignee.

Section 8. Assignments and Subleases. Unless the County shall be in default under the Lease Agreement, the Authority may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the County and the Assignee. The County consents to the assignment of the Authority's interest in this Site and Facility Lease to the Assignee. If the County is in default under the Lease Agreement, the Assignee (including their successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 9. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination. The Authority agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Property in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the County.

Section 11. Default. In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the County may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the County shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the County will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement or a breach or default of the certifications and representations, warranties and covenants of the County contained in Section 7, the Authority and/or the Assignee may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 12. Quiet Enjoyment. The Authority, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 13. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Authority are solely liabilities of the Authority and the County hereby releases each and every Boardmember, director, officer, employee and agent of the Authority of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Authority shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Authority hereunder.

Section 14. Taxes. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Authority's interest in the Property created by this Site and Facility Lease (including both land and improvements) will be paid by the County in accordance with the Lease Agreement.

Section 15. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to the Authority or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the County. The County hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Property through the eminent domain powers of the County. However, the County hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the County with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments, the interest component of Lease Payments accrued to the date of payment of all Lease Payments and any premium due with respect to the prepayment of Lease Payments under the Lease Agreement.

Section 16. Use of the Proceeds. The County and the Authority hereby agree that the lease to the Authority of the County's right and interest in the Property pursuant to Section 2 serves the public purposes of the County.

Section 17. Attorneys' Fees, Costs and Expenses. In any civil action or proceeding arising from or relating to this Site and Facility Lease or a party's performance under this Site and Facility Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

Section 18. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 20. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the County and the Authority and their respective successors and assigns. The Assignee are hereby made third party beneficiaries hereunder with all rights of a third party beneficiary.

Section 21. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 23. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the County to the Property under this Site and Facility Lease and the County's leasehold interest therein under the Lease Agreement.

Section 24. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Authority have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF AMADOR

By _____
Name _____
Title _____

Attest:

Clerk of the Board of Supervisors

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

Attest:

Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LOTS 1 AND 20, IN BLOCK 1 OF THE TOWNSITE (NOW CITY) OF JACKSON, AND A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, T.6 N., R. 11 E., M.D.B.&M., BOUNDED ON THE NORTH BY THE SOUTH LINE OF COURT STREET (OLD HIGHWAY #88) BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE GULETZ PROPERTY, AS THE SAME IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 38 OF MAPS AND PLATS, AT PAGE 63, AMADOR COUNTY RECORDS; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY NO. 88, AS DESCRIBED IN DEED RECORDED IN BOOK 26 OF OFFICIAL RECORDS, AT PAGE 406; BOUNDED ON THE WEST BY LOT 19, BLOCK 1 OF SAID TOWNSITE, AND BY THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS "COUNTY OF AMADOR", ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 27 OF MAPS AND PLATS, AT PAGE 88, AMADOR COUNTY RECORDS.

PORTION OF APN 020-200-021-000

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility is comprised of the County Administration Building is a two story structure with a total building area of approximately 55,900 square feet. The building is a steel braced frame structure on a floating structural slab foundation, with three coat lath & plaster over light gage metal stud skin, designed to withstand resultant earthquake forces in accordance with the Uniform Building Code. The building's column spacing and floor plate configuration allows for flexible space use through a combination of open work areas and private offices. The building provides space for the following County departments: Board of Supervisors chamber and offices, County Administrative Officer, Treasurer-Tax Collector, Auditor-Controller, County Counsel, Clerk-Recorder, Human Resources, Public Works, Planning, Environmental Management, Information Technology, Building, Elections, and Surveying, as well as the Amador Fire Protection District.

LEASE AGREEMENT

Dated as of April 1, 2015

by and between the

AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY, as Sublessor

and the

COUNTY OF AMADOR, as Sublessee

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EXHIBIT A DESCRIPTION OF THE SITE
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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), dated as of April 1, 2015, is by and between the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the COUNTY OF AMADOR, a political subdivision organized and existing under and by virtue of the laws of the State of California, as lessee (the "County");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of April 1, 2015 (the "Site and Facility Lease"), the County has leased those certain parcels of real property situated in Amador County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Authority, all for the purpose of enabling the County to refund the County's outstanding 2005 Certificates of Participation;

WHEREAS, the Authority proposes to lease the Property back to the County pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the County and its rights under the Site and Facility Lease, to Umpqua Bank (the "Assignee"), pursuant to that certain assignment agreement, dated as of April 1, 2015, by and between the Authority and the Assignee; and

WHEREAS, the County and the Authority have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of \$6,168,000 for the purpose of implementing the financing transactions described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"Additional Payments" means the amounts specified as such in Section 4.3(b) of this Lease Agreement.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"Assignee" means initially, Umpqua Bank, as assignee of all rights, title and interests of the Authority hereunder, and (b) any other entity to whom the rights of the Authority hereunder are assigned, including subsequent assignees of the Assignee.

"Assignment Agreement" means the Assignment Agreement, dated as of April 1, 2015, by and between the Authority, as assignor, and the Assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Authority" means the Amador County Public Facilities Financing Authority, a joint exercise of powers authority, organized and existing under the laws of the State.

"Authority Representative" means the Chair, the Vice Chair, the Executive Director or the Treasurer or the designee of any such official, or any other person authorized by resolution of the Authority delivered to the Assignee to act on behalf of the Authority under or with respect to the Site and Facility Lease, the Lease Agreement and the Assignment Agreement.

"Board" means the County Board of Supervisors.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"Closing Date" means the date this Lease Agreement or a memorandum thereof is recorded in the office of the County Recorder of the County of Amador.

"Contract" means any indenture, trust agreement, contract, agreement (other than this Lease Agreement), other contractual restriction, lease, mortgage or instrument.

"County" means the County of Amador, a political subdivision organized and existing under the laws of the State.

"County Representative" means the Chair of the Board, the Vice Chair of the Board, the County Administrative Officer, or the designee of any such official, or any other person authorized by resolution delivered to the Authority and the Assignee to act on behalf of the County under or with respect to the Site and Facility Lease and this Lease Agreement.

"Escrow Agreement" means that certain escrow deposit and trust agreement, dated April 28, 2015, by and between the County and the Escrow Bank, relating to the refunding of the 2005 Certificates to be refunded.

"Escrow Bank" means U.S. Bank National Association, as escrow bank under the Escrow Agreement.

"Escrow Fund" means the escrow fund established by and held by the Escrow Bank under the Escrow Agreement.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the County as its fiscal year period.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, city or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated

under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Lease Agreement " means this Lease Agreement, dated as of April 1, 2015, between the Authority and the County.

"Lease Payment Date" means April 1 and October 1 in each year, commencing October 1, 2015, and continuing to and including the date on which the Lease Payments are paid in full.

"Lease Payments" means all payments required to be paid by the County under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the County, (b) the ability of the County to carry out its business in the manner conducted as of the date of this Lease Agreement or to meet or perform its obligations under this Lease Agreement on a timely basis, (c) the validity or enforceability of this Lease Agreement, or (d) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the County in any court or before any arbitrator of any kind or before or by any Governmental Authority, (a) if determined adversely to the County, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated by this Lease Agreement, or (c) may adversely affect (i) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (ii) the ability of the County to perform its obligations under this Lease Agreement.

"Net Proceeds" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the County may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the County certifies in writing will not materially impair the use of the Property for its intended purposes and for which the Assignee consents.

"Property" means, collectively, the Site and the Facility.

"Rental Period" means each period during the Term of the Lease commencing on and including October 2 in each year and extending to and including the next succeeding October 1. The first Rental Period begins on the Closing Date and ends on October 1, 2015.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of April 1, 2015, by and between the County, as lessor, and the Authority, as lessee, together with any duly authorized and executed amendments thereto.

"Special Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"State" means the State of California.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term of this Lease Agreement" or *"Term"* means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

"2005 Certificates" means the 2005 Certificates of Participation, evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the County as the rental for certain property pursuant to the 2005 Lease Agreement, currently outstanding in the principal amount of \$6,065,000.

"2005 Lease Agreement" means that certain Lease Agreement, dated as of August 1, 2005, by and between the Authority and the County.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the County. The County makes the following covenants, representations and warranties to the Authority as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The County is a political subdivision, organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Escrow Agreement, the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the County has duly authorized the execution and delivery by the County of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution*. The representative of the County executing the Escrow Agreement, the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the Board.

(c) *Valid, Binding and Enforceable Obligations*. The Escrow Agreement, the Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the County and constitute the legal, valid and binding agreements of the County enforceable against the County in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Escrow Agreement, the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the County.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the County or of the voters of the County, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the County or, to the knowledge of the County after reasonable investigation, threatened against or affecting the County or the assets, properties or operations of the County which, if determined adversely to the County or its interests, would have a Material Adverse Effect upon the consummation of the transactions contemplated by or the validity of the Escrow Agreement, the Site and Facility Lease and this Lease Agreement or upon

the financial condition, assets, properties or operations of the County, and the County is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental Authority, which default might have consequences that would have a Material Adverse Effect on the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the County.

(g) *Sufficient Funds.* The County reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults.* The County has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title.* The County is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the County's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property.* During the term of this Lease Agreement, the Property will be used by the County only for the purpose of performing one or more governmental or proprietary functions of the County consistent with the permissible scope of the County's authority.

(k) *Hazardous Substances.* The Property is free of all Hazardous Substances, and the County is in full compliance with all Applicable Environmental Laws.

(l) *Flooding Risk.* The Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(m) *Value of Property.* The value of the Property (real property replacement cost) is not less than \$6,168,000_.

(n) *Essential to County Operations.* The Property is essential to the County's efficient and economic operations and the lease thereof for use by the County is in the best interest of the County.

(o) *Financial Statements.* The statement of financial position of the County as of June 30, 2014, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the County at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the period of such statements, there has been no (i) change which would have a Material Adverse Effect and (ii) no material increase in the indebtedness of the County.

(p) *No Material Adverse Change.* Since the most current date of the information, financial or otherwise, supplied by the County to the Assignee:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the County which might reasonably be anticipated to cause a Material Adverse Effect.

(ii) The County has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(iii) The County has not (A) incurred any material indebtedness, other than the Lease Payments, and trade accounts payable arising in the ordinary course of the County's business and not past due, or (B) guaranteed the indebtedness of any other person.

(q) *Accuracy of Information.* All information, reports and other papers and data furnished by the County to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee's reliance thereon in entering into the transactions contemplated by this Lease Agreement. No fact is known to the County which has had or, so far as the County can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the County or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the County's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Lease Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(r) *Facility.* The Facility complies with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws (including without limitation, the Americans with Disabilities Act, as amended).

(s) *No Condemnation.* The County hereby covenants and agrees, to the extent it may lawfully do so, that so long as any amounts are owed to the Assignee, that it will not exercise the power of condemnation with respect to the Property. The County further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the County should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if such Lease Payments are then subject to prepayment, or (ii) if such Lease Payments are not then subject to prepayment, the amount necessary to prepay the Lease Payments to the first available prepayment date.

(t) *Role of Assignee.* The County acknowledges that (i) Umpqua Bank, as the Assignee under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the County or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the County or Brandis Tallman LLC, as placement agent (the "Placement Agent") with respect to the Lease Payments, and (3) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Placement Agent, if any, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Placement Agent, if any, with respect to any such matters.

Section 2.2. Covenants, Representations and Warranties of the Authority. The Authority makes the following covenants, representations and warranties to the County as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The Authority is a joint exercise of powers authority, duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Authority has duly authorized the execution and delivery by the Authority of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution*. The representative of the Authority executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the Board of Directors of the Authority.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding agreements of the Authority, enforceable against the Authority in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Authority.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other Governmental Authority pending and notice of which has been served on the Authority or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other Governmental

Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition, assets, properties or operations of the Authority.

(g) *Cooperation.* The Authority shall cooperate fully with the Assignee at the expense of the County in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of this Lease Agreement and shall cooperate fully with the County in contesting any lien filed or established against the Property, upon the request and at the expense of the County pursuant to Article V of this Lease Agreement.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, from the amounts paid by the Assignee, the Authority shall cause (a) the amount of \$6,095,973.40 to be transferred to the Escrow Bank for deposit in the Escrow Fund and applied to the defeasance and refunding of the 2005 Certificates to be refunded. Such amounts shall be derived from amounts paid by the Assignee under the Assignment Agreement. In addition, a portion of the amounts paid by the Assignee under the Assignment Agreement shall be applied to pay financing costs of the transaction in the amount of \$72,026.60.

Section 3.2. Termination of the 2005 Lease Agreement. As a result of the defeasance of the 2005 Certificates, the 2005 Lease Agreement has been discharged and terminated in accordance with its terms. On the Closing Date, the County and the Authority shall enter into an agreement terminating the 2005 Lease Agreement, and shall cause executed copies of said agreements to be recorded in the office of the County Recorder.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Authority Back to the County.

(a) The Authority hereby subleases the Property to the County, and the County hereby subleases the Property from the Authority, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the County to the Authority pursuant to the Site and Facility Lease shall not affect or result in a merger of the County's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement or a memorandum hereof and ends on October 1, 2025, or the date on which all of the Lease Payments have been paid in full pursuant to the terms of this Lease Agreement. If on October 1, 2025, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the County shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the County, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the County agrees to pay to the Authority, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C; *provided, however*, that if any Lease Payment Date is not a Business Day, such Lease Payment shall be due on the next succeeding Business Day. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period.

If, by action or inaction of the County, the interest component of the Lease Payments becomes includable in the gross income of the Assignee for federal income tax purposes under the Code based upon a final determination thereof by the Internal Revenue Service, the County, at the option of the Assignee, shall pay to the Assignee within thirty days of such determination, the amount which, with respect to Lease Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of the Lease Payments due through the date of such determination) that are imposed on the Assignee as a result of the loss of the exclusion, will restore the Assignee to the same after-tax yield on the transaction evidenced by this Lease Agreement (assuming tax at the actual marginal corporate rate) that it would have realized had the tax exemption not been lost. Furthermore, the County agrees that upon the occurrence of such an event, it shall pay additional amounts to the Assignee on each succeeding Lease Payment Date as will maintain such after-tax yield to the Assignee.

(b) *Additional Payments.* In addition to the Lease Payments set forth herein, the County agrees to pay as Additional Payments all of the following:

(i) all taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Property or upon any interest of the Authority therein or in this Lease Agreement; provided, however, the County may, at the County's expense and in its name, in good faith contest any such taxes and assessments and, in the event of such contest, may permit such taxes and assessments to remain unpaid during the period of such contest and appeal therefrom unless the Authority shall notify the County that, in the opinion of Special Counsel, by nonpayment of any such items, the interest of the Authority in the Property will be materially endangered or the Property, or any portion thereof, will be subject to loss or forfeiture, in which event the County shall promptly pay such taxes and assessments or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority;

(ii) insurance premiums, if any, on all insurance required under the provisions of Article V hereof;

(iii) any other reasonable fees, costs or expenses incurred by the Authority in connection with the execution, performance or enforcement of this Lease Agreement or any of the transactions contemplated hereby or related to the Property, including, without limitation, any amounts which may become due; provided, however, the County shall not be responsible for any costs incurred by the Authority associated with any assignment made by the Assignee; and

(iv) any amounts required to be paid as rebate to the United States pursuant to the Tax Certificate.

Amounts constituting Additional Payments payable hereunder shall be paid by the County directly to the person or persons to whom such amounts shall be payable. The County shall pay all such amounts when due or at such later time as such amounts may be paid without penalty or, in any other case, within 60 days after notice in writing from the Authority to the County stating the amount of Additional Payments then due and payable and the purpose thereof.

(c) *Effect of Prepayment.* If the County prepays all Lease Payments in full under Sections 9.2 or 9.3, the County's obligations under this Section will thereupon cease and terminate. If the County prepays the Lease Payments in part but not in whole under Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(d) *Rate on Upon Event of Default.* If the County fails to make any of the payments required in this Section 4.3 for more than ten days after the due date for payment, the payment in default will continue as an obligation of the County until the amount in default has been fully paid, and the County agrees to pay a rate equal to the rates specified in paragraph (a) above, plus 5% from the date of default to the date of payment.

(e) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the County in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments due during each

Rental Period are not in excess of the fair rental value of the Property during such Rental Periods. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the County and the general public.

(f) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the County, subject to the provisions of Sections 6.1, 6.3 and 9.1. The County covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the County herein contained constitute duties imposed by law and it is the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the County.

(g) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(h) *No Offsets.* Notwithstanding any dispute between the Authority, or Assignee as the Authority's assignee, and the County, the County shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(i) *Assignment Agreement.* The County understands and agrees that all Lease Payments have been assigned by the Authority to the Assignee under the Assignment Agreement executed concurrently herewith, and the County hereby assents to such assignment. The Authority hereby directs the County, and the County hereby agrees, to pay to the Assignee, all payments payable by the County under this Section 4.3 and all amounts payable by the County under Article IX. Lease Payments shall be paid to the Assignee pursuant to an invoice to be transmitted to the County by the Assignee not less than thirty (30) days prior to each Lease Payment Date.

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Authority will provide the County with quiet use and enjoyment of the Property and the County will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease Agreement. The Authority will, at the request of the County and at the County's cost, join in any legal action in which the County asserts its right to such possession and enjoyment to the extent the Authority may lawfully do so. Notwithstanding the foregoing, the Authority and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the County shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the County. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the County of security for such Lease Payments as provided in Section

9.1, all right, title and interest of the Authority in and to the Property shall be transferred to and vested in the County. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate any such transfer.

Section 4.6. Release of Excess Property. The County may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, which consent shall be at the Assignee' sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The County shall certify to the Authority and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The County shall file with the Authority and the Assignee, and cause to be recorded in the office of the Amador County Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The County shall file with the Authority and the Assignee a written certificate of the County stating the County's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the County shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The County shall file with the Authority and the Assignee a written certificate of the County stating the County's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The County shall file with the Authority and the Assignee such other information, documents and instruments as the Authority or the Assignee shall reasonably request, including (if requested by the Assignee) evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments and such endorsements to the title policy delivered on the Closing Date.

(f) Payment of all reasonable fees and costs of the Assignee, including, but not limited to, fees of counsel to the Assignee, with respect to the providing any requested consent hereunder or any document related hereto.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The County is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Authority and the County shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available or in the event that following the condemnation of all or a portion of the Property the fair rental value of the Property remaining after such condemnation is less than the remaining Lease Payments due under this Lease Agreement, the County shall substitute under

the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the County is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the County shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the County, and the County will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the County or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Authority agrees to provide only the Property, as hereinbefore more specifically set forth. The County waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the County under the terms of this Lease Agreement.

The County will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Authority or the County affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the County that, in its reasonable opinion, by nonpayment of any such items the interest of the Authority in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the County will promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority. The County shall promptly notify the Assignee of any tax, assessment, utility or other charge it elects to contest.

Section 5.2. Modification of Property. The County has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The County shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general liability insurance policy or policies in protection of the County, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least

\$1,000,000 per occurrence, \$3,000,000 in the aggregate, for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including, with Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the County, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including, with the Assignee' prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance. The County will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The County will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County, and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the County. The County will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the County shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Authority certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the County (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the County in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the County shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by Special Counsel, to be recorded in the office of the Amador County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee' interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The County will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the County and the Assignee as insured parties and the Assignee as loss payees and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Authority and the Assignee shall be added as an additional insureds. Prior to the Closing Date, the County will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the County will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the County shall notify the Assignee of such fact.

Section 5.9. Installation of County's Personal Property. The County may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the County, in which the Authority has no interest, and may be modified or removed by the County at any time. The County must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the County from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The County will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the County certifies in writing to the Assignee do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the County will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The County will reimburse the Assignee for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the County fails to perform any of its obligations under this Article V, the Authority may take such action as may be necessary to cure such failure, including the advancement of money, and the County shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The County will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The County will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the County will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The County will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. County Consent to Assignment Agreement. The Authority's rights under this Lease Agreement (excluding the right to receive notices, the right to reimbursement of costs and to indemnification), including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The County hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The County agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a governmental entity threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the County and the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the County in the event of any such damage or destruction shall be deposited by the County promptly upon receipt thereof in a special fund with the Assignee designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the County shall determine and notify the Authority and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the County and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid principal component of the Lease Payments.

(iii) In the event the County's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments and other amounts pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments, all accrued and unpaid interest, Prepayment Premiums described in Section 9.2, and all other costs related to such prepayments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair,

restoration, modification or improvement of the Property, evidenced by a certificate signed by a County Representative.

(iv) In the event the County's determination is as set forth in clause (B) of subparagraph (ii) above and the County certifies to the Assignee that such repair or replacement can be completed within 24 months, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the County, and until the Property has been restored to its prior condition, the County shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the County in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the County has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the County to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the County shall so certify to the Authority and the Assignee, and the County shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the County has given written notice to the Authority and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the County to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the County shall so certify to the Authority and the Assignee, and the County shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the County has given written notice to the Authority and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the County to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the County shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the County may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Authority and the Assignee. Any such determination by the County shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the County in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction,

there is substantial interference with the use and occupancy by the County of the Property or any portion thereof to the extent to be agreed upon by the County and the Assignee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a County Representative to the Authority and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the County waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE COUNTY

Section 7.1. Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE COUNTY ACKNOWLEDGES THAT THE COUNTY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE COUNTY. In no event is the Authority liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the County.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The County agrees that the Authority, and the Authority's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the County, to enter upon and to examine and inspect (to the extent permitted by law and public policy) the Property or any part thereof. The County further agrees that the Authority, and the Authority's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the County, as may be reasonably necessary to cause the proper maintenance of the Property if the County fails to perform its obligations hereunder. Neither the Authority nor any of its assigns has any obligation to cause such proper maintenance.

The County further grants, conveys and confirms to the Authority, for the use, benefit and enjoyment of the Authority, its successors and assigns in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the County adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The County hereby indemnifies the Authority, the Assignee and their respective directors, officers, agents, employees, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the County or the County's employees, agents, contractors, invitees or licensees, (b) any breach or default on the part of the County in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the County with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Authority, the Assignee, or their respective officers, agents, employees, successors or assigns.

The County and the Authority each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Authority. The Authority's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the County hereunder, have been assigned to the Assignee; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses hereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee. The County hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Authority, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein, provided that such assignment is, as certified by such assignee of the Assignee (which may be in the form of the investor letter referred to in this paragraph), to (i) an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, or (ii) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and is in compliance with all applicable securities laws; provided further that but no such assignment will be effective as against the County unless and until the Assignee has filed with the County at least five (5) Business Days' prior written notice thereof and an executed copy of an investor's letter executed by such assignee of the Assignee and addressed to the County and the Authority substantially in the form of the letter delivered by the Assignee on the Closing Date.

Section 7.5. Assignment and Subleasing by the County. This Lease Agreement may not be assigned, mortgaged, pledged or transferred by the County. The County may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of the County to make Lease Payments hereunder shall remain obligations of the County, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The County shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Authority and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the County may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The County shall furnish the Authority and the Assignee with a written opinion of Special Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the fair market value of the Property.

Section 7.6 Amendment of Lease Agreement.

(a) *Substitution of Property.* The County shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other property (the "Substitute Property") for the Property, provided that the County shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) the County shall file with the Authority and the Assignee an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(ii) the County shall file with the Authority and the Assignee an amended Exhibit A to this Lease Agreement which adds thereto a description of such substitute site and deletes therefrom the description of the former Site;

(iii) the County shall file with the Authority and the Assignee an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such substitute facility and deletes therefrom the description of the former Facility;

(iv) the County shall file with the Authority and the Assignee an amended Exhibit B to this Lease Agreement which adds thereto a description of such substitute facility and deletes therefrom the description of the former Facility;

(v) The County shall certify in writing to the Authority and the Assignee that the Substitute Property serves the purposes of the County, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the County is permitted to lease under the laws of the State;

(vi) The County delivers to the Authority and the Assignee evidence (which may be insurance values or any other reasonable basis of valuation and need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the unpaid principal amount of this Lease Agreement;

(vii) The Substitute Property shall not cause the County to violate any of its covenants, representations and warranties made herein;

(viii) The County shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the substitute Site and deletes therefrom the description of the former Site; and

(ix) The County shall certify that the Substitute Property is essential to the County as was the former Property,

(c) *Generally.* The County and the Authority may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Assignee, or (ii) without the consent of the Assignee, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the County contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the County;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the County and the Authority may deem necessary or desirable, provided that, in the opinion of Special Counsel, such modifications or amendments will not materially adversely affect the interests of the Assignee; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Lease Agreement under the Code, in the opinion of Special Counsel.

Section 7.7. Tax Covenants.

(a) *Generally.* The County will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes and will deliver a tax certificate on the Closing Date.

(b) *Private Activity Bond Limitation.* The County will ensure that the proceeds of the Lease Payments are not so used as to cause the County's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The County will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The County will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The County will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

(f) *Bank Qualification.* The County hereby designates this Lease for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the County, including all subordinate entities of the County, during the calendar year 2015.

Section 7.8. Financial Statements; Budgets; Other Information. Within two hundred ten (210) days following the end of each Fiscal Year of the County during the Term of this Lease Agreement, the County will provide the Authority and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the County's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and

applicable State law. Within thirty (30) days of the end of each fiscal year, the County will provide the Assignee with a copy of its annual budget. The County hereby agrees to provide the Assignee with such other information as may be reasonably requested by the Assignee.

Section 7.9. Records and Accounts. The County covenants and agrees that it shall keep proper books of record and accounts of its operations in accordance with GASB, in which complete and correct entries shall be made of all transactions relating to the County. Said books and records shall at all reasonable times be subject to the inspection of the Assignee upon 72 hours' prior notice.

Section 7.10. Observance of Laws and Regulations. The County will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations, regulations or Applicable Laws now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board, commission or Governmental Authority having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the County, including the County's right to exist and carry on business as a county, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 7.11. Notices. During the Term of this Lease Agreement, the County shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Lease Agreement, together with a detailed statement by a County Representative of the steps being taken by the County to cure the effect of such Event of Default.

(b) prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority.

(c) with reasonable promptness, such other information respecting the County, and the operations, affairs and financial condition of the County as the Assignee may from time to time reasonably request.

(d) Notices of filings with the Municipal Securities Regulatory Board's EMMA system, other than regular annual filings.

(e) Notice of an event that could cause a Material Adverse Effect.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the County to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Assignee. However, if in the reasonable opinion of the County the failure stated in the notice can be corrected, but not within such 30-day period, the Authority and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the County within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the County of a voluntary petition in bankruptcy, or failure by the County promptly to lift any execution, garnishment or attachment, or adjudication of the County as a bankrupt, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar federal or State act now existing or which may hereafter be enacted.

(d) Any statement, representation or warranty made by the County in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the County is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$500,000.

(f) Any default by the County to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

(g) Any court of competent jurisdiction shall find or rule that the Site and Facility Lease or this Lease Agreement is not valid or binding against the County.

(h) The County abandons any part of the Property.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Authority may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the County is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted

hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Authority does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the County agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Authority for any deficiency arising out of the re-leasing of the Property, or, if the Authority is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Authority or any suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Authority. The County hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the County to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Amador County for the account of and at the expense of the County, and the County hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The County agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Authority to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Authority in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the County the right to terminate this Lease Agreement shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The County agrees to surrender and quit possession of the Property upon demand of the Authority for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Authority in excess of the sum of Lease Payments plus costs and expenses incurred by the Authority for its services in re-leasing the Property shall be paid to the County.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Authority at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Authority terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the County (and notwithstanding any re-entry upon the Property by the Authority in any manner whatsoever or the re-leasing of the Property), the County nevertheless agrees to pay to the Authority all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Authority from such re-leasing shall be applied by the Authority to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Authority shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the County shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to the County of the election on the part of the Authority to terminate this Lease Agreement. The County covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement

shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Authority may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party (including the Assignee) the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VIII have been assigned by the Authority to the Assignee, to which assignment the County hereby consents.

Section 8.7. Judicial Reference.

(a) *Judicial Reference.* The Authority and the County hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease Agreement, the Site and Facility Lease, the Property or any document related thereto (including the Assignment Agreement), any dealings between the County and the Authority related to the subject matter of this Lease Agreement, the Site and Facility Lease or any related transactions, and/or the relationship that is being established between the County and the Authority (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Authority or the County, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of

decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Authority and the County agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Authority and the County shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 8.7; (iv) either the Authority or the County, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it; (v) the Authority and the County, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure; and (vi) all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) *Selection of Referee; Powers.* The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Los Angeles County Superior Court, or of the U.S. District Court for the Southern District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 8.7.

(c) *Provisional Remedies and Self Help.* No provision of this Section 8.7 shall limit the right of either the Authority or the County, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Authority or the County to the Reference pursuant to this Section 8.7(c).

(d) *Costs and Fees.* Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the County may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Assignee or a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the County instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the County shall deliver to the Assignee an opinion of Special Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the Assignee for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the County under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the County to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the County, and (B) the release and indemnification obligations of the County under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Authority's leasehold interest in the Property will vest in the County on the date of said deposit automatically and without further action by the County or the Authority. The County hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the Assignee or the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Optional Prepayment. The County may prepay the principal component of the Lease Payments in full or in part, on any date upon at least 30 days' notice to the Assignee, at a prepayment amount equal to the principal amount of Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, and the premium set forth in the following table:

<u>Prepayment Period</u>	<u>Prepayment Premium</u>
June 1, 2015 through May 31, 2018	3%
June 1, 2018 through May 31, 2020	2
June 1, 2020 through May 31, 2021	1
June 1, 2021 and thereafter	0

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The County shall be obligated to prepay the unpaid principal components of the Lease

Payments in whole or in part in such order of prepayment as shall be selected by the County on any date, together with any accrued and unpaid interest, and any other costs related to such prepayment, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The County and the Authority hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the County's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Authority, the County and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the County:	County of Amador 810 Court Street Jackson, CA 95642 Attention: County Administrative Officer Telephone: (209) 223-6470
If to the Authority:	Amador County Public Facilities Financing Authority c/o County of Amador 810 Court Street Jackson, CA 95642 Attention: County Administrative Officer Telephone: (209) 223-6470
If to the Assignee:	Umpqua Bank 2998 Douglas Boulevard, Suite 100 Roseville, CA 95661 Attention: Mr. Dean Stephens, Vice President Phone: (916) 774-3937

Section 10.2. Binding Effect. This Lease Agreement inures to the benefit of and is binding upon the Authority, the County and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease Agreement is a "net-net-net lease" and the County hereby agrees that the Lease Payments are an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended to be so or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease Agreement is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease Agreement.

Section 10.9. Subsequent Events. The Authority and the County hereby agree that this Lease Agreement is an executory contract for the sale of real property under 11 U.S.C. section 365(i) and the County will be in possession of the Property under section 365(i)(1). In the event the Authority or its successor files a voluntary bankruptcy or an involuntary petition for bankruptcy is filed against the Authority or its successor, the Authority and the County agree that the County will have the rights accorded under 11 U.S.C. section 365(i)(2) including, but not limited to, the right to remain in possession despite any rejection of this Lease Agreement by the Authority or its successor as debtor in possession or by its trustee and, upon termination of this Lease Agreement under Section 4.2 hereof, the County shall be entitled to the delivery of title to the Property from the Authority.

IN WITNESS WHEREOF, the Authority and the County have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

Attest:

Secretary

COUNTY OF AMADOR

By _____
Name _____
Title _____

Attest:

Clerk of the Board of Supervisors

EXHIBIT A

DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LOTS 1 AND 20, IN BLOCK 1 OF THE TOWNSITE (NOW CITY) OF JACKSON, AND A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, T.6 N., R. 11 E., M.D.B.&M., BOUNDED ON THE NORTH BY THE SOUTH LINE OF COURT STREET (OLD HIGHWAY #88) BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE GULETZ PROPERTY, AS THE SAME IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 38 OF MAPS AND PLATS, AT PAGE 63, AMADOR COUNTY RECORDS; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY NO. 88, AS DESCRIBED IN DEED RECORDED IN BOOK 26 OF OFFICIAL RECORDS, AT PAGE 406; BOUNDED ON THE WEST BY LOT 19, BLOCK 1 OF SAID TOWNSITE, AND BY THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS "COUNTY OF AMADOR", ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 27 OF MAPS AND PLATS, AT PAGE 88, AMADOR COUNTY RECORDS.

PORTION OF APN 020-200-021-000

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility is comprised of the County Administration Building is a two story structure with a total building area of approximately 55,900 square feet. The building is a steel braced frame structure on a floating structural slab foundation, with three coat lath & plaster over light gage metal stud skin, designed to withstand resultant earthquake forces in accordance with the Uniform Building Code. The building's column spacing and floor plate configuration allows for flexible space use through a combination of open work areas and private offices. The building provides space for the following County departments: Board of Supervisors chamber and offices, County Administrative Officer, Treasurer-Tax Collector, Auditor-Controller, County Counsel, Clerk-Recorder, Human Resources, Public Works, Planning, Environmental Management, Information Technology, Building, Elections, and Surveying, as well as the Amador Fire Protection District.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
10/1/15	\$508,000	\$69,467.10	\$577,467.10
4/1/16	—	74,995.00	74,995.00
10/1/16	503,000	74,995.00	577,995.00
4/1/17	—	68,330.25	68,330.25
10/1/17	517,000	68,330.25	585,330.25
4/1/18	—	61,480.00	61,480.00
10/1/18	531,000	61,480.00	592,480.00
4/1/19	—	54,444.25	54,444.25
10/1/19	545,000	54,444.25	599,444.25
4/1/20	—	47,223.00	47,223.00
10/1/20	558,000	47,223.00	605,223.00
4/1/21	—	39,829.50	39,829.50
10/1/21	574,000	39,829.50	613,829.50
4/1/22	—	32,224.00	32,224.00
10/1/22	585,000	32,224.00	617,224.00
4/1/23	—	24,472.75	24,472.75
10/1/23	600,000	24,472.75	624,472.75
4/1/24	—	16,522.75	16,522.75
10/1/24	618,000	16,522.75	634,522.75
4/1/25	—	8,334.25	8,334.25
10/1/25	629,000	8,334.25	637,334.25

(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 2.65% per annum.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

For Value Received, the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY (the "Authority") without recourse does hereby sell, assign and transfer to UMPQUA BANK, and its successors and assigns (the "Assignee"), (i) all rights, title and interest in and to the Lease Agreement, dated as of April 1, 2015, in the amounts shown on Exhibit A attached hereto, a memorandum of which has been recorded concurrently herewith, by and between the Authority, as sublessor, and the County of Amador (the "County"), as sublessee (said Lease Agreement and any supplements, amendments, annexations, extensions or renewals thereof are referred to hereinafter as the "Lease Agreement"), as well as its rights to enforce payment of Lease Payments (as defined in the Lease Agreement) when due or otherwise to protect its interests and exercise all remedies in the event of a default or termination by the County under the Lease Agreement; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee, (ii) except for the Authority's obligation under Section 4 thereof, all of its rights, title and interest in and to the Site and Facility Lease, dated as of April 1, 2015, which has been recorded concurrently herewith, by and between the County, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease Agreement. The Site and Facility Lease and the Lease Agreement delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Authority and the County respecting the leases made thereunder and the lease payments made therefor.

The Assignee, hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Assignee and is not intended as a loan by the Assignee to the Authority. Accordingly, in the event of bankruptcy of the Authority, the assigned property shall not be part of the Authority's estate. However, if the above assignment is deemed to be a loan by the Assignee to the Authority, then the Authority shall be deemed to have granted to the Assignee, and hereby grants to the Assignee, a continuing first priority security interest in the assigned property and all proceeds thereof as collateral security for all obligations of the Authority hereunder and all obligations of the

County under the Lease Agreement and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

The Authority represents and warrants as follows:

(1) it has made no prior sale or assignment of any interest in the Site and Facility Lease and the Lease Agreement;

(2) that the Lease Agreement and the Site and Facility Lease are genuine and in all respects are what they purport to be;

(3) that the Assignee are not liable for and do not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease Agreement to be kept, paid or performed by the Authority, with exception of such covenants, agreements, duties and obligations (if any) which are expressly made the responsibility of the Assignee under the Lease Agreement;

(4) that the Authority has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement and this Assignment Agreement is a valid, binding, and enforceable obligation of the Authority, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles;

(5) that good and marketable title to the assigned property has been duly vested in the Assignee free and clear of any liens, security interests, encumbrances or other claims other than the rights of the County under the Lease Agreement, and the Authority has not assigned or transferred any of the assigned property or any interest in the assigned property to any party other than the Assignee;

(6) that this Assignment Agreement has been duly authorized by all necessary action on the part of the Authority; and

(7) that the Authority agrees that it (a) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease Agreement, and (b) shall not take any action that may impair the payment of Lease Payments or the validity or enforceability of the Lease Agreement.

The Authority further represents and warrants that as of the date of this Assignment Agreement, the Lease Agreement and the Site and Facility Lease are in full force and effect and the County is not in default of any of the terms set forth therein.

By its acceptance of this Assignment Agreement, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Corporation's rights, title and interest under the Site and Facility Lease and the Lease Agreement including, but not limited to, the right of the Corporation to receive the Lease Payments (as defined in the Lease Agreement) thereunder is \$6,168,000; (ii) that it reasonably expects to hold the Lease Agreement for its own account and does not presently expect to sell, assign, or otherwise transfer any of its rights, title and interest under the Lease Agreement, subject to the Assignee's right to dispose of or otherwise deal with its property (including the Lease Agreement) as it determines to be in its best interests from time to time; and (iii) that it has entered into this financing with the intention to book and hold the Lease Agreement and related documents as a loan in its loan portfolio.

This Assignment Agreement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of

California. Any provision of this Assignment Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment Agreement.

This Assignment Agreement binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Authority and the Assignee arising under this Assignment Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment Agreement.

The descriptions of the Site and the Facility which are the subject of the Site and Facility Lease and the Lease Agreement are set forth in Exhibits B and C attached hereto and by this reference incorporated herein.

This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of April 1, 2015

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

ACCEPTANCE OF ASSIGNMENT:

UMPQUA BANK, as Assignee

By _____
Name _____
Title _____

EXHIBIT A
SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
10/1/15	\$508,000	\$69,467.10	\$577,467.10
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(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 2.65% per annum.

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DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LOTS 1 AND 20, IN BLOCK 1 OF THE TOWNSITE (NOW CITY) OF JACKSON, AND A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, T.6 N., R. 11 E., M.D.B.&M., BOUNDED ON THE NORTH BY THE SOUTH LINE OF COURT STREET (OLD HIGHWAY #88) BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE GULETZ PROPERTY, AS THE SAME IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 38 OF MAPS AND PLATS, AT PAGE 63, AMADOR COUNTY RECORDS; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY NO. 88, AS DESCRIBED IN DEED RECORDED IN BOOK 26 OF OFFICIAL RECORDS, AT PAGE 406; BOUNDED ON THE WEST BY LOT 19, BLOCK 1 OF SAID TOWNSITE, AND BY THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS "COUNTY OF AMADOR", ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 27 OF MAPS AND PLATS, AT PAGE 88, AMADOR COUNTY RECORDS.

PORTION OF APN 020-200-021-000

EXHIBIT C

DESCRIPTION OF THE FACILITY

The Facility is comprised of the County Administration Building, a two story structure with a total building area of approximately 55,900 square feet. The building is a steel braced frame structure on a floating structural slab foundation, with three coat lath & plaster over light gage metal stud skin, designed to withstand resultant earthquake forces in accordance with the Uniform Building Code. The building's column spacing and floor plate configuration allows for flexible space use through a combination of open work areas and private offices. The building provides space for the following County departments: Board of Supervisors chamber and offices, County Administrative Officer, Treasurer-Tax Collector, Auditor-Controller, County Counsel, Clerk-Recorder, Human Resources, Public Works, Planning, Environmental Management, Information Technology, Building, Elections, and Surveying, as well as the Amador Fire Protection District.

LETTER AGREEMENT FOR PURCHASE AND RATE LOCK

April 15, 2015

County of Amador
810 Court Street
Jackson, CA 95642
Attention: County Administrative Officer

Amador County Public Facilities Financing Authority
c/o County of Amador
810 Court Street
Jackson, CA 95642
Attention: County Administrative Officer

Re: \$6,168,000 Lease Agreement, dated as of April 1, 2015, by and between the Amador County Public Facilities Financing Authority and the County of Amador, assigned to Umpqua Bank

Ladies and Gentlemen:

The undersigned, Umpqua Bank (the "Purchaser"), offers, upon the following terms, to acquire (i) the rights, title and interest of Amador County Public Facilities Financing Authority (the "Authority") under the Lease Agreement (hereinafter defined), including its rights to receive Lease Payments to be made by the County of Amador (the "County") under the Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), by and between the County and the Authority; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Purchaser, as assignee, to the extent such rights accrue to the Purchaser, by entering into an assignment agreement, dated as of April 1, 2015 (the "Assignment Agreement"), with the Authority, and (ii) except for the Authority's obligation under Section 4 thereof, the rights, title and interest of the Authority under the Site and Facility Lease, dated as of April 1, 2015 (the "Site and Facility Lease"), by and between the County and the Authority.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of Corporation's Obligations.* The County and the Authority agree to execute and deliver the Site and Facility Lease and the Lease Agreement, and the Purchaser agrees to purchase the Authority's rights, title and interest under the Lease Agreement, as described more specifically above and in the Assignment Agreement, at an aggregate purchase price of \$6,168,000. The Lease Payments under the Lease Agreement and the interest rates applicable thereto shall be as shown in Exhibits A hereto.

The County acknowledges that:

(a) The Purchaser is acting in this transaction solely for its own loan account and not as a fiduciary for the County or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor;

(b) The Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the County (including to any placement agent engaged by the County) with respect to the structuring of the financing or the execution and delivery of the Lease Agreement;

(c) The Purchaser has no fiduciary duty pursuant to section 15B of the Securities Exchange Act of 1934, as amended, to the County with respect to the transactions relating to the structuring of the financing or the execution and delivery of the Lease Agreement and the discussions, undertakings, and procedures leading thereto;

(d) Each of the County and its placement agent (if any) has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Purchaser or its affiliates) to the extent that the County or its placement agent (if any) desires to, should, or needs to obtain such advice;

(e) The Purchaser has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the County's placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the County's placement agent, with respect to any such matters; and

(f) the transactions between the County and the Purchaser is an arm's length, commercial transaction in which the Purchaser is acting and have acted solely as a principal and for its own interest, and the Purchaser has not made recommendations to the County with respect to the transactions relating to the Lease Agreement.

2. *Use of Funds.* The purchase price paid by the Purchaser shall be used by the Authority to pay the County an advance rental of \$6,168,000, pursuant to Section 4 of the Site and Facility Lease. The County shall use such advance rental payment received from the Authority to (a) defease and refund the County's 2005 Certificates of Participation (the "2005 Certificates"), and (b) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement and documents related to the defeasance and refunding of the 2005 Certificates to be refunded.

3. *Disposition of Proceeds.*

(a) On the Closing Date, the Purchaser shall transfer, via wire transfer, to U.S. Bank National Association, as escrow bank (the "Escrow Bank"), the amount of \$6,095,973.40 to be deposited in the Fund and applied to the defeasance and refunding of the 2005 Certificates to be refunded. Wire information will be provided prior to the Closing Date.

(b) On the Closing Date, the Purchaser shall transfer, via wire transfer (wire information to be provided prior to the Closing Date), \$72,026.60 to U.S. Bank National Association, as costs of issuance custodian (the "Costs of Issuance Custodian"), for payment of the costs of the financing transaction, to be allocated as follows:

(i) to Quint & Thimmig LLP, as bond counsel, \$25,000.00 (invoice with wire information to be provided prior to the Closing Date);

(ii) to Brandis Tallman LLC, as placement agent, \$24,672.00 (invoice with wire information to be provided prior to the Closing Date);

(iii) to Nixon Peabody LLP, as a counsel to the Purchaser, \$12,000.00 (invoice with wire information to be provided prior to the Closing Date);

(iv) to the Escrow Bank and Costs of Issuance Custodian, \$1,100.00 (invoice with wire information to be provided prior to the Closing Date);

(v) to Stewart Title Guaranty Company, as title insurer, \$5,594.50 (invoice with wire information to be provided prior to the Closing Date);

(vi) to the County, \$3,425.00, to be applied to the payment of the fee of the California Debt and Investment Advisory Commission, to County's costs of the transaction or applied to make the first Lease Payment. Wire instructions to be provided prior to the Closing Date.

4. *Closing.* At 8:00 a.m. California Time, on April 28, 2015, or at such other time or on such earlier or later date as the Purchaser, the Authority and the County mutually agree upon (the "Closing Date"), the County will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the County and the Authority, and the Assignment Agreement executed by the Authority and the Purchaser, and the Purchaser will pay the purchase price for the Authority's rights, title and interest in the Site and Facility Lease and the Lease Agreement as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the County.* The County represents and warrants to the Purchaser that:

(a) The County is a political subdivision organized and existing under the Constitution and the laws of the State of California (the "State"), and has all necessary power and authority to enter into and perform its duties under this Agreement and the Site and Facility Lease and the Lease Agreement (collectively, the "County Documents").

(b) To the best knowledge of the County, neither the execution and delivery of the County Documents, or the execution of this Agreement, and compliance with the provisions on the County's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, materially conflicts with or constitutes a material breach of or default under nor materially contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in the security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the County Documents.

(c) The County Documents have been duly authorized by the County, and, assuming due authorization, execution and delivery by the other parties thereto, will constitute legal, valid and binding agreements of the County enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against cities in the State of California.

(d) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory agency having jurisdiction over the County required for the

execution and delivery of the County Documents or the consummation by the County of the other transactions contemplated by the County Documents.

(e) To the best knowledge of the County, there is, and on the Closing Date (as hereinafter defined) there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the County to restrain or enjoin the payments to be made pursuant to the Lease Agreement, or in any way contesting or affecting the validity of the County Documents or the authority of the County to approve this Agreement, or enter into the County Documents or contesting the powers of the County to enter into or perform its obligations under any of the foregoing or in any way contesting the powers of the County in connection with any action contemplated by this Agreement or to restrain or enjoin the payment of Lease Payments, nor is there any basis for any such action, suit, proceeding or investigation.

(f) By official action of the County prior to or concurrently with the execution hereof, the County has duly authorized and approved the execution and delivery of, and the performance by the County of the obligations on its part contained in the County Documents and the consummation by it of all other transactions contemplated by this Agreement.

(g) The County is not in breach of or default under any material applicable law or administrative regulation of the State of California or the United States or any material applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject and in connection with which the County is obligated to make payments from its own funds, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument the consequence of which could be to materially and adversely affect the performance of the County under the County Documents.

(h) The County will deliver all opinions, certificates, letters and other instruments and documents reasonably required by the Purchaser and this Agreement.

(i) Any certificate of the County delivered to the Purchaser shall be deemed a representation and warranty by the County to the Purchaser as to the statements made therein.

(j) As of the time of acceptance hereof and as of the Closing Date the County does not and will not have outstanding any indebtedness which is secured by a lien on the County's general fund except as disclosed to the Purchaser.

(k) The financial statements of, and other financial information regarding the County delivered to the Purchaser fairly present the financial position and results of the operations of the County as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(l) Between the date of this Agreement and the date of Closing Date, the County will not, without the prior written consent of the Purchaser, offer or issue any certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by a lien on the County's general fund.

(m) The County acknowledges that Purchaser will treat the acquisition of the Authority's rights in the Lease Agreement as a loan.

6. *Conditions Precedent to the Closing.* Other conditions precedent to the Closing are:

(a) The delivery by the County of a certified copy of (i) the resolution of the County Council authorizing the execution and delivery by the County of the Site and Facility Lease and the Lease Agreement, together with an incumbency certificate of the County, and (ii) the resolution of the Board of Directors of the Authority authorizing the execution and delivery by the Authority of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Authority;

(b) The delivery by the County of the fully executed Site and Facility Lease, Lease Agreement and Assignment Agreement in form and substance acceptable to the Purchaser;

(c) The execution and delivery by the County of an Internal Revenue Service Form 8038-G in a form acceptable to Special Counsel and the Purchaser;

(d) Delivery of a legal opinion addressed to the County, with a reliance letter to the Purchaser, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement by and against the County and the Authority (as applicable), (ii) the tax-exempt status of the interest component of the Lease Payments, and (iii) such other matters as may be requested by the Purchaser in form and substance acceptable to the Purchaser;

(e) The delivery of a certificate dated the Closing Date and signed by the County Manager, or such other officer of the County as the County Council may approve, to the effect that:

(i) to the best knowledge of the County, there are no actions or proceedings against the County pending and notice of which has been served on the County or threatened that materially adversely affect the County's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the County contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the County acknowledges receipt from the Purchaser, on behalf of the Authority, of the advance rental payment specified in Section 4 of the Site and Facility Lease;

(f) The delivery by the County of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to the Purchaser;

(g) The execution and delivery by the County of a certificate as to arbitrage; and

(h) The delivery by the Purchaser of an investor letter in form and substance as attached hereto as Exhibit B.

(i) Such other documents as may be reasonably requested by the Purchaser.

7. *Events Permitting the Purchaser to Terminate.* The Purchaser may terminate its obligation to purchase the Authority's rights, title and interest under the Site and Facility Lease and the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of the Purchaser, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations, in the reasonable opinion of the Purchaser;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended;

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the County or on the ability of the County or the Authority to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement; or

(d) any of the representations or warranties of the County made in this Letter Agreement for Purchase are determined by the Purchaser to be untrue or materially inaccurate.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

UMPQUA BANK

By _____
Name _____
Title _____

The foregoing is hereby agreed to and accepted as of the date first above written:

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

COUNTY OF AMADOR

By _____
Name _____
Title _____

EXHIBIT A
SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
10/1/15	\$508,000	\$69,467.10	\$577,467.10
4/1/16	—	74,995.00	74,995.00
10/1/16	503,000	74,995.00	577,995.00
4/1/17	—	68,330.25	68,330.25
10/1/17	517,000	68,330.25	585,330.25
4/1/18	—	61,480.00	61,480.00
10/1/18	531,000	61,480.00	592,480.00
4/1/19	—	54,444.25	54,444.25
10/1/19	545,000	54,444.25	599,444.25
4/1/20	—	47,223.00	47,223.00
10/1/20	558,000	47,223.00	605,223.00
4/1/21	—	39,829.50	39,829.50
10/1/21	574,000	39,829.50	613,829.50
4/1/22	—	32,224.00	32,224.00
10/1/22	585,000	32,224.00	617,224.00
4/1/23	—	24,472.75	24,472.75
10/1/23	600,000	24,472.75	624,472.75
4/1/24	—	16,522.75	16,522.75
10/1/24	618,000	16,522.75	634,522.75
4/1/25	—	8,334.25	8,334.25
10/1/25	629,000	8,334.25	637,334.25

(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 2.65% per annum.

EXHIBIT B

FORM OF PURCHASER'S LETTER

County of Amador
810 Court Street
Jackson, CA 95642
Attention: County Administrative Officer

Amador County Public Facilities Financing Authority
c/o County of Amador
810 Court Street
Jackson, CA 95642
Attention: County Administrative Officer

Re: \$6,168,000 Lease Agreement, dated as of April 1, 2015, by and between the Amador County Public Facilities Financing Authority and the County of Amador, assigned to Umpqua Bank

Ladies and Gentlemen:

The undersigned, Umpqua Bank (the "Purchaser"), has agreed to acquire (i) the rights, title and interest of Amador County Public Facilities Financing Authority (the "Authority") under the Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), by and between the County of Amador (the "County") and the Authority, including its rights to receive lease payments to be made by the County under the Lease Agreement. In connection with such purchase, the Purchaser hereby agrees and certifies to the Authority and the County that:

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Lease Agreement to be able to evaluate the risks and merits of the investment represented by the purchase of the rights, title and interest of the Authority under the Lease Agreement.

(b) The Purchaser is acquiring the rights, title and interest of the Authority under the Lease Agreement for its own account and not with a view to, or for sale in connection with, any distribution thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the rights, title and interest of the Authority under the Lease Agreement or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of such rights, title and interest under the Lease Agreement *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the rights, title and interest under the Lease Agreement in accordance with the Lease Agreement. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the rights, title and interest of the Authority under the Lease Agreement.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the County and the Lease Agreement and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the County set forth in the Lease Agreement and in the information set forth in any materials submitted to the Purchaser by the County. The County has furnished to the Purchaser all the information which the Purchaser, as a reasonable investor, has requested of the County as a result of the Purchaser having attached

significance thereto in making its investment decision with respect to the Lease Agreement, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the County and the Lease Agreement. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the rights, title and interest of the Authority under the Lease Agreement.

(d) The Purchaser understands that the Lease Agreement has not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Lease Agreement by it, and further acknowledges that any current exemption from registration of the Lease Agreement does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the rights, title and interest of the Authority under the Lease Agreement and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the rights, title and interest of the Authority under the Lease Agreement. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that rights, title and interest of the Authority under the Lease Agreement are transferable with certain requirements, as described in the Lease Agreement.

(g) The Purchaser acknowledges that the Lease Agreement is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the County has not undertaken to provide any continuing disclosure with respect to the Lease Agreement but that the County has agreed to provide other ongoing information to the Purchaser.

(h) The Purchaser intends to treat the acquisition of the Authority's rights in the Lease Agreement as a loan.

UMPQUA BANK

By _____
Name _____
Title _____

ESCROW AGREEMENT

by and between the

COUNTY OF AMADOR

and

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

Dated April 28, 2015

Relating to the Refunding of the
County of Amador
2005 Certificates of Participation

ESCROW AGREEMENT

This Escrow Agreement is made and entered into this 22nd day of April, 2015, by and between COUNTY OF AMADOR, a political subdivision organized and existing under the laws of the State of California (the "Authority") and U.S. BANK NATIONAL ASSOCIATION, a national banking association having a principal corporate trust office in the City of San Francisco, in its separate capacity as trustee (the "2005 Trustee") under the 2005 Trust Agreement (as hereinafter defined), and as escrow bank hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the County has heretofore entered into a lease agreement, dated as of August 1, 2005, by and between the Amador County Public Facilities Financing Authority (the "Authority") and the County (the "2005 Lease"), pursuant to which the Authority agreed to lease certain real property and improvements (the "2005 Property") to the County, and the County agreed to make certain lease payments (the "2005 Lease Payments") to the Authority;

WHEREAS, the 2005 Lease provides that in the event that the County deposits, or causes the deposit on its behalf of, moneys in an amount, together with investment earnings, sufficient to make all or a portion of the 2005 Lease Payments when and as due, then all of the obligations of the County under the 2005 Lease and all of the security provided by the County for such obligations, excepting only the obligation of the County to make the 2005 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2005 Property shall be vested in the County without further action by the County or the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of August 1, 2005 (the "2005 Assignment Agreement"), by and between the Authority and the 2005 Trustee, the Authority assigned to the 2005 Trustee its rights to receive 2005 Lease Payments from the County under the 2005 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2005 Lease to enforce payment of the 2005 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of August 1, 2005, by and among the County, the Authority and the 2005 Trustee (the "2005 Trust Agreement"), the 2005 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2005 Certificates") representing undivided fractional interests of the owners thereof to receive the 2005 Lease Payments made by the County and to apply such 2005 Lease Payments to the payment of principal and interest with respect to the 2005 Certificates, and to administer certain funds and accounts, created pursuant to the 2005 Trust Agreement;

WHEREAS, the County has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the County at this time to refinance the County's obligation to make the 2005 Lease Payments under the 2005 Lease and, as a result thereof, to provide for the defeasance and refunding of the 2005 Certificates and, to that end, the County proposes to lease certain real property and improvements (the "Property") from the Authority pursuant to that certain Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement");

WHEREAS, the County proposes to make the deposit of moneys referenced in the 2005 Lease and to appoint the Escrow Bank for the purpose of applying said deposit to provide for the payment and prepayment of the 2005 Lease Payments in accordance with the instructions provided by this 2005 Escrow Agreement and of applying said 2005 Lease Payments to the

redemption of the 2005 Certificates on May 15, 2015 (the "Redemption Date") at a redemption price equal to 100% of the principal amount of the 2005 Certificates to be redeemed but accrued interest to the Redemption Date (the "Redemption Price") in accordance with the 2005 Trust Agreement and the Escrow Bank desires to accept said appointment;

WHEREAS, to obtain moneys to make such deposit and for other purposes, the Authority proposes to assign and transfer certain of its rights under the Lease Agreement to Umpqua (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of April 1, 2015, by and between the Authority and the Assignee (the "Assignment Agreement"), whereby the Assignee will make a payment of \$6,168,000 to or to the order of the County;

WHEREAS, the County wishes to make such a deposit with the Escrow Bank and to enter into this 2005 Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to perform the duties and obligations to be undertaken pursuant to this 2005 Escrow Agreement;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained, the parties hereto DO HEREBY AGREE as follows:

Section 1. Appointment of Escrow Bank. The County hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 2. Establishment of Escrow Fund. There is hereby created by the Escrow Bank on behalf of the County with, and to be held by, the Escrow Bank, as security for the payment of the 2005 Lease Payments as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the County and for the benefit of the owners of the 2005 Certificates, said escrow to be designated the "Escrow Fund." All moneys deposited in the Escrow Fund shall be held as a special fund for the payment of the principal, interest and redemption price with respect to the 2005 Certificates in accordance with the provisions of the 2005 Trust Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the County of such fact and the County shall immediately cure such deficiency. The Escrow Bank shall have no liability for such deficiency.

Section 3. Deposit into Escrow Fund; Investment of Amounts.

(a) The County shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of 6,095,973.40 in immediately available funds, derived from amounts paid by the Assignee pursuant to the Assignment Agreement.

(b) The Escrow Bank shall hold the moneys deposited into the Escrow Fund in cash, uninvested.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after payment in full of the 2005 Certificates, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the County.

Section 4. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 3 shall be transferred by the Escrow Bank to the 2005 Trustee and shall be applied for the sole purpose of redeeming the outstanding 2005 Certificates in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit A attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2005 Trustee, has previously been requested by the County to give notice of the redemption of the 2005 Certificates on the Redemption Date in accordance with the applicable provisions of the 2005 Trust Agreement.

Section 5. Compensation to Escrow Bank. The County shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes. The obligation of the County under this Section 7 to pay compensation already earned by the Escrow bank and to pay costs and expenses already incurred shall survive termination of this Escrow Agreement and shall survive the resignation or removal of the Escrow Bank.

Section 6. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the County shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the County or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the moneys held hereunder to accomplish the purposes set forth herein, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the County, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the moneys in the Escrow Fund to accomplish the purposes set forth herein or to the validity of this Escrow Agreement as to the County and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement and no implied duties shall be read into this Escrow Agreement against the Escrow Bank. The Escrow Bank may consult with counsel, who may or may not be counsel to the County, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the County.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the County elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The County hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents, officers, directors, employees and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the County shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 8 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The County acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the County the right to receive brokerage confirmations of security transactions as they occur, the County specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the County monthly cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Bank may at any time resign by giving 30 days written notice of resignation to the County. Upon receiving such notice of resignation, the County shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to the County, the resigning Escrow Bank and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor.

Section 7. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2005 Certificates shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2005 Certificates or the Certificates, and that such amendment will not cause interest on the 2005 Certificates to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the County to each rating agency then rating the 2005 Certificates.

Section 8. Notice of Escrow Bank and County. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank in its separate capacity as 2005 Trustee in accordance with the provisions of the 2005 Trust Agreement. Any notice to or demand upon the County shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2005 Trust Agreement (or such other address as may have been filed in writing by the County with the Escrow Bank).

Section 9. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2005 Trust Agreement, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 10. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Escrow Bank for the payment and discharge of the principal and interest with respect to the 2005 Certificates which remains unclaimed for two (2) years after the date when the payment of such principal and interest have become payable, if such moneys were held by the Escrow Bank at such date, shall be repaid by the Escrow Bank to the County as its absolute property free from any trust, and the Escrow Bank shall thereupon be

released and discharged with respect thereto and the owners of such 2005 Certificates shall look only to the County for the payment of the principal and interest with respect to such 2005 Certificates. Any right of the owner of any 2005 Certificate to look to the County for such payment shall survive only so long as required under applicable law.

Section 11. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 12. Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 13. Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the County and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 14. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF AMADOR

By _____
Name _____
Title _____

Attest:

Clerk of the Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Marianne Diaz
Vice President

EXHIBIT A

REDEMPTION SCHEDULE

<u>Date</u>	<u>Maturing Principal</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
05/15/15	—	\$6,065,000	\$30,973.40	—	\$6,095,973.40

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated as of April 1, 2015

by and among the

COUNTY OF AMADOR

the

AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Relating to the Refunding of the
County of Amador
2005 Certificates of Participation

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of April 1, 2015, and is by and among the COUNTY OF AMADOR (the "County"), the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "2005 Trustee").

WITNESSETH:

WHEREAS, the County and the Authority have heretofore entered into a facilities lease, dated as of August 1, 2005 (the "2005 Lease"), pursuant to which the Authority and the County entered into a transaction for the lease financing of certain facilities (the "Facilities"), including the site thereof, more fully described in Exhibit A attached hereto (the "Site" and, with the Facilities, the "2005 Project"), and the County agreed to make certain lease payments (the "2005 Lease Payments") to the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of August 1, 2005 (the "2005 Assignment Agreement"), by and between the Authority and the 2005 Trustee, the Authority assigned to the 2005 Trustee, among other things, its rights to receive 2005 Lease Payments from the County under the 2005 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2005 Lease to enforce payment of the 2005 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of August 1, 2005, by and among the County, the Authority and the 2005 Trustee, the 2005 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2005 Certificates") representing undivided fractional interests of the owners thereof to receive 2005 Lease Payments made by the County;

WHEREAS, the 2005 Lease provides that in the event that the County deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2005 Lease Payments, then all of the obligations of the County under the 2005 Lease and all of the security provided by the County for such obligations, excepting only the obligation of the County to make the 2005 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2005 Project shall be vested in the County without further action by the County or the Authority;

WHEREAS, the County has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the County at this time to refinance the County's obligation to make the 2005 Lease Payments under the 2005 Lease and, as a result thereof, to provide for the redemption of the 2005 Certificates, and to that end, the Authority proposes to lease certain real property and improvements from the Authority pursuant to that certain Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Authority proposes to assign and transfer certain of its rights under the Lease Agreement to Umpqua Bank (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of April 1, 2015, by and between the Authority and the Assignee, whereby the Assignee will make a payment of \$6,168,000_ to or to the order of the County; and

WHEREAS, upon the deposit of a portion of the proceeds of the Assignee's payment for prepayment of the 2005 Lease Payments, the 2005 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein;

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of a portion of the proceeds of the Certificates for prepayment of the 2005 Lease Payments, all obligations of the County under the 2005 Lease shall cease and terminate, excepting only the obligation of the County to make, or cause to be made, all payments from such deposit and title to the 2005 Project shall vest in the County on the date of said deposit automatically and without further action by the County or the Authority. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2005 Lease Payments.

(b) In accordance with the foregoing, the following agreements (including any option to purchase contained therein), are hereby terminated and are of no further force or effect (except for the provisions which, by their terms, survive but which do not affect real property):

(i) Site Lease, dated as of August 1, 2005, by and between the County and the Authority, recorded on August 16, 2005, as Document No. 2005-0010891-00, Amador County Records;

(ii) 2005 Lease, recorded by memorandum on recorded on August 16, 2005, as Document No. 2005-0010893-00 , Amador County Records; and

(iii) 2005 Assignment Agreement, recorded on August 16, 2005, as Document No. 2005-0010891-00 , Amador County Records.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 3. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

Attest:

Secretary

COUNTY OF AMADOR

By _____
Name _____
Title _____

Attest:

Clerk of the Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as
2005 Trustee

By _____
Marianne Diaz
Vice President

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LOTS 1 AND 20, IN BLOCK 1 OF THE TOWNSITE (NOW CITY) OF JACKSON, AND A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, T.6 N., R. 11 E., M.D.B.&M., BOUNDED ON THE NORTH BY THE SOUTH LINE OF COURT STREET (OLD HIGHWAY #88) BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE GULETZ PROPERTY, AS THE SAME IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 38 OF MAPS AND PLATS, AT PAGE 63, AMADOR COUNTY RECORDS; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY NO. 88, AS DESCRIBED IN DEED RECORDED IN BOOK 26 OF OFFICIAL RECORDS, AT PAGE 406; BOUNDED ON THE WEST BY LOT 19, BLOCK 1 OF SAID TOWNSITE, AND BY THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS "COUNTY OF AMADOR", ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 27 OF MAPS AND PLATS, AT PAGE 88, AMADOR COUNTY RECORDS.

PORTION OF APN 020-200-021-000

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
Date: 04/08/2015
From: Jennifer Burns, Clerk of the Board
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>04/14/2015</u>	

Department Head Signature _____

Agenda Title: Minutes

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

Review and possible approval of the March 10, 2015 and March 24, 2015 Board of Supervisors Meeting Minutes.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____
Auditor JOR GSA Director Hep
CAO [Signature] Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date 4/14/15 Time _____ Item # 9

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes: _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

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

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

Amador County Board of Supervisors
ACTION MINUTES
REGULAR MEETING

DATE: Tuesday, March 10, 2015
TIME: 8:30 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present on Roll Call:

Brian Oneto, Chairman, District V
John Plasse, Vice-Chairman, District I
Louis D. Boitano, Supervisor, District IV
Richard M. Forster, Supervisor, District II
Lynn A. Morgan, Supervisor, District III

Staff: Charles T. Iley, County Administrative Officer
Gregory Gillott, County Counsel
Jennifer Burns, Clerk of the Board

Absent: None

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

PLEDGE OF ALLEGIANCE: Chairman Oneto led the Board and the public in the *Pledge of Allegiance*

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 8:30 a.m., the Board convened into closed session.**

REGULAR SESSION: At 9:00 a.m., the Board reconvened into regular session. Chairman Oneto reported the following issues were reviewed in closed session:

Conference **with Labor Negotiators:** Pursuant to Government Code Section 54957.6. County Negotiator: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Darrell P. Murray, IEDA. Employee Organization: All Units

ACTION: Update only.

Conference **with County Counsel - Existing Litigation** [Government Code 54956.9(d)(1)]: Pine Grove Business Alliance v. County of Amador, et al; Del Rapini Construction, Inc., et al; Superior Court of the State of California in and for the County of Amador, Case No. 14CV9062.

ACTION: Update only.

Conference **with County Counsel-Initiation of Litigation** {54956.9 (d)(4)}:
One Case

ACTION: Direction given to staff.

AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

Chairman Oneto advised the following items have been added as Addenda to today's agenda:

Addenda #1:

SR88 Corridor Improvement Project: Discussion and possible action relative to the following:

1. Approval of a resolution of Intention to initiate plans, specifications, and estimates for the SR88 Corridor Improvement Project.
2. Approval of a work plan to develop a refined phasing and funding strategy for the SR88 Corridor Improvement Project and initiate the Plans, Specifications and Estimates (PS&E) phase of the project.
3. Approval of a request for the Amador County Transportation Commission to execute a Letter of Agreement transferring funds remaining from the Project Approval/Environmental Document (PA&ED) phase of the project to the Amador County Department of Public Works.

Addenda #2:

Master Agreement with Amador County Transportation Commission (ACTC): Discussion and possible action relative to approval of the Chairman's signature on a Master Agreement for funding of projects through ACTC fund sources.

Addenda #3:

2015 Pavement Management Program Update-Project Letter Agreement: Discussion and possible action relative to approval of the Chairman's signature on a Project Letter of Agreement which outlines the Scope, Schedule and Fees, along with funding requirements for utilization of RSTP funds made available through ACTC for performing the 2015 Pavement Management Program Update.

ACTION: Approved pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Boitano and unanimously carried to approve the agenda as amended above.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

Up-Country Mailbox Vandalism and Thefts: Supervisor Lynn Morgan took this time to state she will be working with one of her constituents to repair and replace several mail box clusters in the upcountry area that have been damaged by thieves using crow bars to pry the backs of the boxes off and steal the mail inside. She stated her constituent was first advised the Postal Service was not responsible for repair and replacement, however after further conversations with the upcountry Postmaster it was determined responsibility should be borne by them. Supervisor Morgan wanted everyone to be aware that this type of activity is occurring upcountry and elsewhere in the County and residents should be aware and report any suspicious activity to authorities.

Pumpkin Growing Seminar: Supervisor Forster took this time to announce a Pumpkin Growing Seminar will take place on March 28, 2015 from 10:00 a.m. – 12:00 p.m. at the Pride of Ione Building near the Clubhouse at Castle Oaks. Supervisor Forster the seminar is in anticipation of the Ione Harvest Fair that takes place in October and prizes are awarded in different age groups for growing the largest pumpkins.

6th Annual Future Farmers of America (FFA) Dinner Dance: Supervisor Oneto took this time to mention the fundraising dinner dance for Amador County FFA chapters will be held on March 28, 2015 from 5:30 p.m. to 11:00 p.m. at the Evalyn Bishop Hall in Ione. Contact Argonaut or Amador FFA members for tickets or information.

Preston Castle Foundation Deed Ceremony: Supervisor Forster announced a ceremony will take place at Preston Castle on February 21, 2015 from 12:00 p.m.-4:00 p.m. to commemorate the Preston Castle Foundation acquiring the deed to the Castle from the State of California.

CONSENT AGENDA: Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

Supervisor Plasse requested the following item be pulled from the Consent Agenda and discussed at this time:

General Services Administration: Approval of a request to dispense with the bidding procedures and authorize the Purchasing Agent to issue a Purchase Order to Downtown Ford of Sacramento in the amount of \$32,477.43 for a new *2015 Ford Expedition* utilizing the State of California Contract No. 1-14-23-23A.

Supervisor Plasse stated he sits on the Amador County Abandoned Vehicle Authority Board, along with Supervisor Morgan, and at the last meeting a budget adjustment was approved for the purchase of a vehicle to be used by the AVA. However, the approved expenditure was for a used Ford Explorer from Jeff Holman Auto. He stated he was surprised to see this item on the agenda for a purchase of a new vehicle from an out of County dealership.

Mr. Garth Hohn, Code Enforcement Officer, stated he worked with General Services and deferred to their expertise in moving forward with the purchase of this vehicle which is more consistent to the vehicle currently being utilized by the AVA. He stated the used vehicle had some features that were not needed and lacked some that were important to the AVA such as a tow package and all weather mats.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Boitano and unanimously carried to approve the Consent Agenda including the above item that was pulled and discussed at this time.

REGULAR AGENDA

Amador Council of Tourism: Presentation by Ms. Maureen Funk, Amador Council of Tourism Executive Director, relative to the use of Transient Occupancy Funds by ACT in the last six months.

Ms. Maureen Funk, Amador Council of Tourism Executive Director, addressed the Board and reviewed the report included in the Board packet for today's date, which outlined the activities of ACT for the calendar year of 2014.

The following individuals wished to speak relative to this matter.

Ms. Sherry Curtis, District III resident
Ms. Tracey Berkner, District III
Mr. Jim Gullett, District V resident
Ms. Sandy Anderson, District IV resident
Mr. Eddie Clayton, District IV resident

ACTION: None. Presentation only.

Assembly Bill 171: Discussion and possible action relative to approval of the Chairman's signature on a letter of support for the subject legislation relating to increased subvention funding from the State of California for Counties that have a County Veteran's Service Officer (CVSO).

Mr. Terry Sanders, Veterans Service Officer, addressed the Board relative to this matter and requested support of the subject legislation.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Morgan and unanimously carried to authorize the Chairman's signature on a letter of support for Assembly Bill 171 and include this in future County legislative platform planning.

Jail Project Delivery Method: Discussion and possible action relative to the project delivery method for the jail project and a request for funding from the Capital Facility Fee's to the Capital Improvement budget 1810-56185 in the amount of \$25,000.00 to complete ancillary work as needed for component one (1) for items such as: surveying, CEQA-(traffic analysis, biological, cultural), geotechnical, etc.

Mr. Jon Hopkins, General Services Director, addressed the Board and stated per Board Direction the Jail Committee (Supervisors Forster and Plasse) met along with the CAO and the Sheriff to discuss the preferred project delivery method for the jail project. The result of that meeting was to move forward with design bid build method.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Plasse and unanimously carried to approve the design bid build method as the project delivery method and authorize the Auditor to transfer \$25,000.00 1810-

101184 (Capital Facility Fee) to the 1810-56185 (Capital Improvement Budget) for ancillary work as needed for component one (1) for the Jail Project.

Community Development Agency/Public Works: ~~Discussion and possible action relative to adoption of a Resolution of Intention to initiate Plans, Specifications, and Estimate Phase for the State Route 88/Pine Grove Corridor Improvement Project upon completion of the project approval and environmental document.~~

This item has been removed from the agenda for today's date and brought back as the following addenda, encompassing other items related to the SR88 Corridor Improvement Project.

Addenda #1:

SR88 Corridor Improvement Project: Discussion and possible action relative to the following:

- 1: Approval of a resolution of Intention to initiate plans, specifications, and estimates for the SR88 Corridor Improvement Project.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Morgan and unanimously carried to approve the following Resolution of Intention to initiate plans, specifications, and estimates for the SR88 Corridor Improvement Project.

RESOLUTION NO. 15-014

Resolution of Intention to initiate Plans, Specifications, and Estimate Phase for the State Route 88/Pine Grove Corridor Improvement Project upon completion of the Project Approval and Environmental Document.

- 2: Approval of a work plan to develop a refined phasing and funding strategy for the SR88 Corridor Improvement Project and initiate the Plans, Specifications and Estimates (PS&E) phase of the project.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Boitano and unanimously carried to approve a work plan developing a refined phasing and funding strategy for the SR88 Corridor Improvement Project and initiate the Plans, Specifications and Estimates (PS&E) phase of the project.

- 3: Approval of a request for the Amador County Transportation Commission to execute a Letter of Agreement transferring funds remaining from the Project Approval/Environmental Document (PA&ED) phase of the project to the Amador County Department of Public Works.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Morgan and unanimously carried to approve a request for the Amador County Transportation Commission to execute a Letter of Agreement transferring funds remaining from the Project Approval/Environmental Document (PA&ED) phase of the project to the Amador County Department of Public Works.

Discussion ensued with the following individuals wishing to speak relative to this matter.

Ms. Sherry Curtis, District III resident

Mr. Gary Reinohel, District IV resident

Mr. Neil Peacock, Amador County Transportation Commission

Addenda #2:

Master Agreement with Amador County Transportation Commission (ACTC):
Discussion and possible action relative to approval of the Chairman's signature on a Master Agreement for funding of projects through ACTC fund sources.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Boitano, seconded by Supervisor Forster and unanimously carried to approve the Chairman's signature on a Master Agreement for funding of projects through ACTC fund sources.

Addenda #3:

2015 Pavement Management Program Update-Project Letter Agreement:
Discussion and possible action relative to approval of the Chairman's signature on a Project Letter of Agreement which outlines the Scope, Schedule and Fees, along with funding requirements for utilization of RSTP funds made available through ACTC for performing the 2015 Pavement Management Program Update.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Morgan and unanimously carried to approve the Chairman's signature on a Project Letter of Agreement adding a not to exceed clause of \$158,400.00.

Code Enforcement/Saunders, Gregory and Patricia: Discussion and possible action relative to the Administrative Hearing Board recommendation to abate the solid waste existing on the property located off Highway 88 in Pioneer, CA. (APN 031-040-065-000)

Discussion ensued with the following action being taken.

ACTION: **Direction given pursuant to the following motion.**

MOTION: **It was moved by Supervisor Boitano, seconded by Supervisor Forster and unanimously carried to uphold the determination of the Administrative Abatement Hearing Board and support issuance of the administrative abatement of the solid waste existing on the subject parcel as follows:**

1. Gregory B. Saunders and Patricia A. Saunders, Trustees of the Greg and Pat Saunders Trust November 5, 1998 will not allow junk and/or solid waste to be stored or to accumulate on the subject property. All solid waste will be removed from the property and taken to a legal disposal site. All recipients must be shown to the Code Enforcement Officer to verify legal disposal of the solid waste.
2. Gregory B. Saunders and Patricia A. Saunders, Trustees of the Greg and Pat Saunders Trust November 5, 1998 shall schedule an on-site inspection with the Amador County Code Enforcement Officer and Environmental Health Technician to verify that the above requirements have been met.

Code Enforcement/Trimp, Tony and Jennifer: Discussion and possible action relative to the Administrative Hearing Board recommendation to abate the illegal structure and conditions existing on the property located at 1520 Carbondale Road in Ione, CA. (APN 031-040-065-000).

Discussion ensued with the following action being taken.

ACTION: **Direction given pursuant to the following motion.**

MOTION: **It was moved by Supervisor Boitano, seconded by Supervisor Forster and unanimously carried to uphold the determination of the Administrative Abatement Hearing Board and support issuance of the administrative abatement of the illegal structure and conditions on the subject parcel. All prior agreements between Amador County and Tony and Jennifer Trimp including but not limited to the March 23, 2010 letter agreement are hereby deemed null and void and are superseded by the following recommendations and orders.**

1. Tony Trimp shall contact PG&E and schedule termination of electrical service with disconnection at the meter to the subject property at Tony & Jennifer Trimp's expense and provide proof to the Amador County Building Department.
2. Tony & Jennifer Trimp will ensure that the power remains disconnected and the structure on the subject property shall not be energized by any means until they obtain and finalize the necessary building permits to bring the structure into compliance.

3. Tony & Jennifer Trimp will not allow the structure or property to be occupied, leased, or used for any purpose until they obtain and finalize the necessary building permits to bring the structure into compliance.

4. Ashley Huff, Jeremy Renfrow, and all other occupants will remove all of their belongings from the property and not occupy or lease the structure or property for any purpose until Tony & Jennifer Trimp obtain and finalize the necessary building permits to bring the structure into compliance.

IT IS FURTHER ORDERED that on or before May 9, 2015:

1. Tony & Jennifer Trimp shall remove the stairway access to the second floor living area as further assurance that the second floor will not be occupied.

2. Tony & Jennifer Trimp shall schedule an on-site inspection with the Amador County Code Enforcement Officer and Building Department Official to verify that the above requirements have been met.

3. The County has the right to enter onto the property at any time, without notice, to confirm continued compliance with the terms and conditions in this Order until the code violations have been fully remedied. Tony & Jennifer Trimp shall cooperate with the County and provide the County with means to access the property. Tony & Jennifer Trimp shall provide the County with the means to access the property (i.e. a key or remote to any gate(s) at the property entrance which will be returned when all violations have been fully remedied).

Non-compliance with these orders shall result in Code Enforcement securing a bid to have the Subject Property secured and altered as described above including removal of the stairway access to the second floor living area, termination of electrical service with disconnection at the meter, and securing of the premises by all necessary means including locking the structure and any gates and posting the property to prevent it from being occupied or leased and to insure the safety of anyone including fire and law enforcement personnel who may come onto the property until the structure is brought into compliance.

Furthermore, if the structure is not brought into full compliance by January 1, 2017, the County may further abate by securing a bid to remove that portion of the structure found in violation, including any unpermitted, illegally constructed plumbing, mechanical, electrical, and building components.

The County shall be entitled to abate the violations existing on said parcel of real property at the expense of the landowners, Tony & Jennifer Trimp. As prevailing party, the County shall

recover its costs of abatement, including administrative and investigative costs, and attorney's fees. If the property owner fails to pay the costs of abatement upon demand by the County, Code Enforcement shall seek an order making the costs of abatement a special assessment against the subject property which may be collected at the same time and in the same manner as ordinary County taxes are collected, and shall be subject to the penalties and the same procedure for sale in case of delinquency as are provided for ordinary county taxes. Additionally, the Code Enforcement shall cause a notice of abatement lien to be recorded on the subject property.

Mid-Year Budget Update: Discussion and possible action relative to potential Board direction to the County Administrative Officer regarding his presentation which will outline the current 2014-2015 budget and provide a brief outlook and projections for the 2015-2016 budget. (Continued from February 24, 2015)

Discussion ensued with the following action being taken.

ACTION: Direction given to bring back on March 24, 2015 after staff has an opportunity to meet with the Rancheria representatives to ascertain their intention of contributing funds in lieu of the receipt of Special Distribution Funds by the County.

Off-Highway Vehicle Grant Funding: Discussion and possible action relative to the Chairman's signature on a letter of support for the Amador County Sheriff's Office grant application for OHV funding.

Chairman Oneto advised this item will be continued to March 24, 2015 to allow the Sheriff or his designee to be present to discuss this request.

ACTION: Direction given to staff.

Superior Court Judge: Discussion and possible action relative to input of the Board regarding a letter to be sent to the Governor expressing preference for election or appointment of the next Superior Court Judge.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Plasse, seconded by Supervisor Boitano and carried to draft a letter to be sent under the Chairman's signature to the Governor requesting he not appoint the next Amador County Superior Court Judge, but allow the Chief Justice to assign temporary visiting judges as needed until the election is held in June 2016.

Ayes: Supervisors Plasse, Boitano and Oneto
Noes: Supervisor Forster
Abstain: Supervisor Morgan

Minutes: Discussion and possible action relative to approval of the February 10, 2015 and February 24, 2015 Board of Supervisors Meeting Minutes.

ACTION: Approved pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Boitano and unanimously carried to approve the February 10, 2015 and February 24, 2015 Board of Supervisors Meeting Minutes. (Supervisor Oneto abstained from voting on the February 10, 2015 Minutes as he was absent on that date.)

****10:30 A.M.****

PUBLIC HEARING

Amador County Recreation Agency (ACRA): Discussion and possible action relative to a public hearing to consider the review of the Amador County Park and Recreation Plan Capital Improvement Plan and to consider the Annual Mitigation Fees report for fiscal year 2013-2015.

Ms. Carolyn Fregulia, ACRA Executive Director, addressed the Board and reviewed the report as incorporated in full in the Board packet for today's date. In summary she noted in 2007-2008 the ACRA Board of Directors and all member organizations adopted the regional recreation plan, the foundation for the collection of mitigation fees was built. Fees were recommended at \$8,670.00. The Cities of Jackson and Sutter Creek adopted fees in that amount. The City of Plymouth and Amador City adopted fees in the amount of \$4,300.00 with an annual adjustment attached to theirs. The County of Amador adopted fees at \$4,300.00. When building was nearly non-existent, the County lowered the fees for a time to \$1,000.00. The Amador County Recreation Agency Board of Directors determines the Capital Improvement Projects to which these fees would be associated. The Recreation Mitigation Fees are only for capital improvement, and are not intended for use in the daily operation and maintenance of ACRA determines the Capital Improvement Projects to which these fees would be associated. The Recreation Mitigation Fees are only for capital improvement, and are not intended for use in the daily operation and maintenance of ACRA

ACTION #1: Public Hearing closed pursuant to the following motion.

MOTION #1: It was moved by Supervisor Boitano, seconded by Supervisor Plasse and unanimously carried to

ACTION #2: Direction given pursuant to the following motion.

MOTION #2: It was moved by Supervisor Boitano, seconded by Supervisor Morgan, and unanimously carried to accept the annual report and adopt the following Resolution approving review of Capital Improvement Plan and Annual Mitigation Fees. ☺

RESOLUTION NO. 15-015

Resolution approving review of Capital Improvement Plan and Annual Mitigation Fees.

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 12:00 p.m., the Board convened into closed session.**

At approximately 12:25 p.m., Supervisor Oneto left the closed session meeting to avoid any perceived conflict of interest issues due to his family owning property adjacent to the proposed Buena Vista Rancheria Casino site. Upon advice in the form of a letter from the Fair Political Practices Commission (FPPC) informing him that he could not participate in governmental decisions related to the efforts by the Ione Band of Miwoks to take land located near the town of Plymouth into trust for the construction of a proposed casino, Supervisor Oneto has recused himself from these matters.

Vice-Chairman Plasse reported the following issues were reviewed in closed session.

County of Amador v. Kenneth L. Salazar, Secretary of the Interior; et al: In the United States District Court for the District of Columbia, Case No. 1:05-CV-00658 (RWR)

ACTION: Nothing to report.

County of Amador v. Department of the Interior, Ken Salazar, Secretary of the Interior; et al, In the United States District Court for the Eastern District of California. Case No. 2:12-CV-01710-JAM-CKD

ACTION: Update only.

Conference with County Counsel – Anticipated Litigation [Government Code 54956.9(d)(2)]: Buena Vista Rancheria

ACTION: Update only.

REGULAR SESSION: At 12:25 p.m., the Board reconvened into regular session. Supervisor Plasse reported the above issues were reviewed in closed session:

ADJOURNMENT: Until Tuesday, March 24, 2015, at 8:30 a.m.

**AMADOR COUNTY
BOARD OF SUPERVISORS**

C O N S E N T A G E N D A

March 10, 2015

NOTE: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

1. **BUDGET MATTERS** None

2. **TAX MATTERS** None

3. **RESOLUTIONS**

A. **Surveying & Engineering (#15-010):** Approval of a resolution issuing Certificate of Compliance to John E. Brownlie and Kathleen A. Brownlie, Trustees of the John E. Brownlie and Kathleen A. Brownlie Family Trust – 2003 (APN 36-010-168 and 36-190-091).

B. **Agricultural Department (#15-011):** Approval of a resolution approving the agreement with the California Department of Food and Agriculture relative to the statewide *European Grapevine Moth Contract No. 14-0546-SF* for the period February 1, 2015 through December 31, 2015.

C. **General Services Administration (#15-012):** Approval of a resolution declaring certain Amador County personal property as Surplus property. Upon such declaration by the Board, property then may be sold and then disposed of.

D. **Administrative Agency (#15-013):** Approval of a resolution recognizing the *Preston Castle Foundation* upon receiving the deed to Preston Castle and the attached property from the State of California.

4. **AGREEMENTS**

A. **Health and Human Services:** Approval of a Second Amendment to original agreement (dated 8/1/14) between County of Amador and Amador-Tuolumne Community Action

**Staff Contacts: Chuck Iley, County Administrative Officer
Jennifer Burns, Clerk of the Board
Teresa Wagstaff, Deputy Board Clerk I
810 Court Street, Jackson, California 95642
Telephone (209) 223-6470
FAX# (209) 257-0619
www.amadorgov.org**

Agency (A-TCAA) to provide child abuse prevention services and *Promoting Safe and Stable Families* (PSSF) services. The Second Amendment to agreement with A-TCAA is to correct the funding for 2014-2015 fiscal year (increase of \$3,944 to \$19,013).

- B. **General Services Administration:** Approval of a *Community Hangar License Agreement* by and between the County of Amador and Kenneth A. Miller for the Airport Hangar #C-3.
- C. ~~**General Services Administration:** Approval of a request to dispense with the bidding procedures and authorize the Purchasing Agent to issue a Purchase Order to Downtown Ford of Sacramento in the amount of \$32,477.43 for a new 2015 Ford Expedition utilizing the State of California Contract No. 1-14-23-23A. (Pulled at the request of Supervisor John Plasse. Discussed in Regular Session and approved. See page 4).~~

5. **ORDINANCES**

- A. **Environmental Health (#1747):** Approval of an ordinance repealing Amador County Code Chapters 7.04, Restaurants, has been superseded by the California Retail Food Code, establishing a locally implemented program with statewide consistency. Chapter 7.12, Food Sanitation, was adopted in 1899 and has been supplanted by federal and state programs to protect food production. These chapters are no longer used.
- B. **Environmental Health (#1748):** Approval of an ordinance repealing Amador County Code Chapters 14.02, 14.04, 14.08, 14.16, 14.20 and 14.22 which all relate to water and wastewater services, construction standards and regulations for service within the various county service areas once provided these services by the Amador County Department of Water Resources. Those services were transferred more than ten years ago to the Amador Water Agency and these chapters are no longer used.

6. **MISCELLANEOUS APPOINTMENTS/RESIGNATIONS** None

7. **MISCELLANEOUS**

- A. **Transportation and Public Works:** Approval to authorize the Chairman to sign a letter to Caltrans regarding speed limit warning near Pioneer Elementary School.

8. **GENERAL CORRESPONDENCE**

- A. Notice of Public Workshop on Climate Change from the *Central Valley Regional Water Quality Control Board* to be held on Thursday, March 12 at 9 a.m. at the CalEPA Building, 1001 "I" Street, Sacramento, CA. Live video broadcast of this meeting will be available at: <http://www.calepa.ca.gov/Broadcast/>
- B. A Letter of Commendation from Mr. Ross Anderson to the Public Works road crew for doing a great job of brushing Sutter Creek Road.
- C. Memorandum from the *Environmental Health Department* relative to a recap of the activity during the month of February 2015 totaling \$43,580.67.
- D. Auditor's check register dated February 18, 2015 totaling \$349,372.23.
- E. Auditor's check register dated February 24, 2015 totaling \$247,793.92.
- F. Auditor's check register dated February 25, 2015 totaling \$194,853.21.

Brian Oneto, Chairman
Board of Supervisors

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