

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Budget Matters

Date: 06/16/2015

From: Judy Dias, HR Director

Phone Ext. 392

(Department Head - please type)

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

Department Head Signature Judy Dias

Agenda Title: Liability Fund

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

Request approval to increase expenditure line items to cover unanticipated deductible charges by using liability cash reserves 101262.

Recommendation/Requested Action:  
Approve expenditure increase.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

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

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GS

Auditor JOR

GSA Director HP

CAO \_\_\_\_\_

Risk Management AD

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

HR; Auditor; Risk

### FOR CLERK USE ONLY

Meeting Date

June 23, 2015

Time

9 a.m.

Item #

1A

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

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

Department \_\_\_\_\_

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

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

of \_\_\_\_\_

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

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

Clerk or Deputy Board Clerk

Save

Print Form

DATE: 5/20/2015

REQUESTED BY:

Lisa M. Hopkins *ms*

DEPARTMENT: Risk Management

APPROVED BY ADMINISTRATIVE OFFICER: *[Signature]* DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
7962	51500	\$240.00					
7962	51504	\$59,118.00					

**REASON FOR THE REQUEST:**

To correct overdrawn expenditure lines and cover additional deductible charges by increasing budget using liability cash reserves

101262.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 11, 2015

*Resol*

From: Susan Grijalva  
(Department Head - please type)

Phone Ext. x380

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

Meeting Date Requested:

06-23-2015

Department Head Signature *Susan Grijalva*

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for Randall S. Mathis and Stacey E. Mathis

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Randall S. Mathis and Stacey E. Mathis have submitted an application for an Agricultural Exemption and have provided all of the necessary documents including a signed "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 13680 Shake Ridge., Sutter Creek Ca being APN 015-490-012-000.

Recommendation/Requested Action:  
**Adopt the resolution and authorize Chairman to sign the "Agreement to Limit Uses of Agricultural Structure".**

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 *GS*  
 Auditor *JOR* GSA Director *HO?*  
 CAO *OK* Risk Management *Shat*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgement of the Chairman's signature.

### FOR CLERK USE ONLY

Meeting Date June 23, 2015 Time 9 a.m. Item # 3A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF )  
AGREEMENT TO LIMIT USES OF AGRICULTURAL ) RESOLUTION NO. 15-xxx  
STRUCTURE – RANDALL S. MATHIS AND STACEY E. )  
MATHIS )

WHEREAS, Randall S. Mathis and Stacey E. Mathis (“Owner”), desire to construct an agricultural structure on their property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Building Permit Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to Limit Uses of Agricultural Structure for Building Permit #AG01029 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their June 23, 2015 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Section 15.04.040 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01029 by and between the County of Amador and Randall S. Mathis and Stacey E. Mathis on the terms and conditions contained therein as it relates to Building Permit #AG01029.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23rd day of June 2015 by the following vote:

AYES:

NOES:

ABSENT:

---

Brian Oneto  
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of  
the Board of Supervisors,  
Amador County, California  
By: \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 015-490-012-000  
Site Address: 13680 Shake Ridge Rd  
Agricultural Building Permit Exemption No.:AG01029

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of June 23, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Randall S. Mathis and Stacey E. Mathis, ("Owner").

### RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

Parcel 1

The west ½ of the southeast ¼ of Section 33, Township 7 North, Range 11 East, M.D.B. & M.

EXCEPTING THEREFROM the following described parcel of land: Beginning at a point marking the southeast corner of the southwest ¼ of the southeast ¼ of Section 33, Township 7 North, Range 11 East, M.D.B. & M., said point being located in the County Road known as the "Pine Gulch Road" from which a 1 inch square iron bar marking the southeast corner of said Section 33, bears north 89° 44' East, 1329.1 feet distant, and also from which a 12 inch diameter black water oak tree bears north 20° east 20.0 feet distant; thence (1) north 22° 50" west, 679.3 feet; thence (2) north 4° 14' west, 486.9 feet; thence (3) north 19° 44' west 573.9 feet; thence (4) north 2° 18' east, 199.5 feet; thence (5) north 15° 21' east, 316.3 feet, along the approximate center of said Pine Gulch Road to intersection with the center of the County Road known as the Gopher Flat Road, thence (6) north 13° 05' west, 251.24 feet; thence (7) north 28° 14' east, 199.78 feet; thence (8) north 76° 15 east, 199.55 feet; thence (9) south 88° 22' East, 185.65 feet along the approximate center of said Gopher Flat Road to a point on the east line of the northwest ¼ of southeast ¼ of Section 33, from which a 1 inch diameter iron pipe marking the northeast corner of said Subdivision bears north 0° 20' East, 22.0 feet distant, said 1 inch iron pipe being witnessed by a 24 inch diameter yellow pine located north 52° west 31.0 feet distant therefrom;

thence (10) South 0° 20' west, 1298.7 feet along the east line of the northwest ¼ of southeast ¼ of Section 33 to the southeast corner thereof; thence (11) south 0° 20' west 1320.7 feet along the East line of the southwest ¼ of southeast ¼ of Section 33 to the point of beginning;

Also excepting therefrom all that portion of the southwest ¼ of the southeast ¼ of Section 33 and of the northwest ¼ of the southeast ¼ of Section 33. Township 7 North, Range 11 East, M.D.B. & M., that lies north and westerly of Gopher Flat Road, as said road existed June 28, 1952.

Also excepting therefrom all that portion of the above described premises lying immediately westerly of and contiguous to that certain line established by Boundary Line Agreement dated May 6, 1983, recorded July 20, 1983 in Book 430 Page 333 of Amador County Official Records.

## PARCEL II

All that portion of the southeast ¼ of the southwest ¼ of Section 33, Township 7 north, Range 11 east lying immediately easterly of and contiguous to that certain line established by Boundary Line Agreement dated May 6, 1983, recorded July 20, 1983 in Book 430 Page 333, of Amador County Official Records.

B. Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

C. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

D. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

E. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: Randall S. Mathis and Stacey E. Mathis

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

BY: \_\_\_\_\_  
Randall S. Mathis

BY: \_\_\_\_\_  
Stacey E. Mathis

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

**Deputy**

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/12/2015

From: Brian Oneto, Chairman

(Department Head - please type)

Phone Ext. 470

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>06/23/2015</u>
--

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

Agenda Title: Childhood Cancer Awareness Month

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

Approval of a resolution proclaiming September 2015 as Childhood Cancer Awareness Month.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes  No

Committee Review?

N/A

Name \_\_\_\_\_

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

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

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor JOR

GSA Director HP

CAO AK

Risk Management YME

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

Steven Firestein-American Cancer Fund for Children;

### FOR CLERK USE ONLY

Meeting Date

June 23, 2015

Time

9 a.m.

Item #

3B

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

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

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

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

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

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.

Department \_\_\_\_\_

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

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

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

of \_\_\_\_\_

Clerk or Deputy Board Clerk

Save

Print Form

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

IN THE MATTER OF:

RESOLUTION PROCLAIMING ) RESOLUTION NO. 15-XXX  
SEPTEMBER 2015 AS CHILDHOOD )  
CANCER AWARENESS MONTH )

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded nearly twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Lucile Packard Children's Hospital at Stanford in Palo Alto, UCSF Benioff Children's Hospital, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies and, community Get Well cards hospital celebrations in honor of child's determination and bravery to fight the battle against childhood cancer.

NOW THEREFORE, WE THE BOARD OF SUPERVISORS, of Amador County, State of California, do hereby proclaim September 2015 as Childhood Cancer Awareness Month.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23<sup>rd</sup> day of June, 2015 by the following vote:

AYES: Brian Oneto, John Plasse, Louis D. Boitano, Richard M. Forster, and  
Lynn A. Morgan  
NOES: None  
ABSENT: None

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

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

\_\_\_\_\_  
Deputy

(RESOLUTION NO. 15-XXX)

(06/23/15)

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 15, 2015

*Resal*

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

Phone Ext. x375

Department Head Signature *[Signature]*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>June 23, 2015</u>	

Agenda Title: Department of Transportation-Federal Aviation Administration Grant Application resolution.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 On May 12, 2015 the Board of Supervisors approved a Federal Aviation Administration Airport Improvement Program Grant Application for the upgrading of the Automated Weather Observation System (AWOS III) and Pavement Maintenance of Runway and Parallel/Connecting Taxiways at Westover Field / Amador County Airport.

The past accepted practice has been to submit one grant application for multiple projects, hence the Board's approval on May 12, 2015. However, this year FAA has informed us they are separating projects requiring a grant application for each project and resolutions from the Board of Supervisors for each project. Therefore, the application the Board approved on May 12, 2015 was separated into two grant applications and subsequently signed by the Board Chairman, however and in addition, FAA requires the aforementioned resolutions be adopted.

Recommendation/Requested Action:  
Approve the DOT-FAA Airport Improvement Program Grant Application Resolutions

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

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GO*  
 Auditor *JOR* GSA Director *Hop*  
 CAO *OK* Risk Management *ma*

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

### FOR CLERK USE ONLY

Meeting Date June 23, 2015 Time 9 a.m. Item # 3C

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

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Save

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

IN THE MATTER OF:

RESOLUTION APPROVING GRANT APPLICATION ) RESOLUTION NO. 15-XXX  
WITH THE FEDERAL AVIATION ADMINISTRATION )  
FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) )  
GRANT FOR THE UPDATING OF THE AUTOMATED )  
WEATHER OBSERVATION SYSTEM (AWOS III) )  
AT WESTOVER FIELD/AMADOR COUNTY AIRPORT )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby approve the grant application with the Federal Aviation Administration (FAA), on the terms and conditions contained therein as it relates to funding for the Updating of the Automated Weather Observation System (AWOS III), at Westover Field/Amador County Airport.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23<sup>rd</sup> day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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

ATTEST:

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

\_\_\_\_\_  
Deputy

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

IN THE MATTER OF:

RESOLUTION APPROVING GRANT ) RESOLUTION NO. 15-XXX  
APPLICATION WITH THE FEDERAL )  
AVIATION ADMINISTRATION FOR AN )  
AIRPORT IMPROVEMENT PROGRAM (AIP) )  
GRANT FOR THE DESIGN OF PAVEMENT )  
MAINTENANCE OF RUNWAY AND )  
PARALLEL/CONNECTING TAXIWAYS AT )  
WESTOVER FIELD AMADOR COUNTY AIRPORT )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the grant application with the Federal Aviation Administration (FAA), on the terms and conditions contained therein as it relates to funding for the Design of Pavement Maintenance of Runway and Parallel/Connecting Taxiways, at Westover Field/Amador County Airport.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

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

ATTEST:

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

\_\_\_\_\_  
Deputy

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/11/2015

Agmt

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

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

Meeting Date Requested:

06/23/2015

Department Head Signature *MB*

Agenda Title: Approval to Extend Agreement between Amador County and El Dorado Juvenile Hall for two (2) Secure Beds

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

This is a renewal agreement to provide two (2) secured beds at the El Dorado County Juvenile Hall at a reduced rate of \$70.00 per day, per day. The term of the agreement will become effective upon final execution by both parties and may be terminated at any time by El Dorado County or Amador County upon thirty (30) days written notice to the other.

Recommendation/Requested Action:

Approve Renewal Agreement #781-50711 by the Chairperson of the BOS signing on page -4- on 3 originals (2-El Dorado, 1-Amador)

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None - funds are budgeted for juvenile detention costs

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 Contracts and Agreements Committee

Committee Recommendation:

Approved (See attached Route Slip with approval initials)

Comments: 3 original agreements by El Dorado Juvenile Hall

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GS*

Auditor *JOR*

GSA Director *HP*

CAO *MB*

Risk Management *MB*

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

Return three (3) original signed agreements to Probation Risk; Auditor

### FOR CLERK USE ONLY

Meeting Date June 23, 2015

Time 9 a.m.

Item # 4A

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

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

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

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

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

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

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

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

Department \_\_\_\_\_

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

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

Clerk or Deputy Board Clerk

of \_\_\_\_\_

Save

AGREEMENT FOR SERVICES #781-S0711  
AMENDMENT I

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This Amendment I to that Agreement for Services #781-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado"), and County of Amador, a political subdivision of the State of California; whose principal place of business is 675 New York Ranch Road, Jackson, CA 95672; (hereinafter referred to as "Placing County");

**RECITALS**

**WHEREAS**, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code, in accordance with Agreement for Services #781-S0711, dated July 17, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend Section 1 to clarify that contract beds do not include JTC Challenge Commitments; and

**WHEREAS**, the parties hereto have mutually agreed to reduce the per day, per bed rate to \$70.00, hereby amending Section 3; and

**WHEREAS**, the parties hereto have mutually agreed to amend Section 7 to update named responsible employee; and

**WHEREAS**, the parties hereto have mutually agreed to amend Section 10 to update addresses and contacts; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #781-S0711 Sections shall be amended a first time as follows:

Section

- 1) The placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado having two (2) contract beds, not to include JTC Challenge Commitments, with El Dorado County.

Section

- 3) Placing County hereby agrees to pay El Dorado the sum of Seventy dollars (\$70.00) per day per bed whether or not the bed is occupied.

Section

- 7) On behalf of El Dorado, the County officer or employee with responsibility for administering this Agreement is Vince Janette, Deputy Chief Probation Officer, or successor.

Section

- 10) Any and all notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
Probation Department  
3974 Durock Road, STE 205  
Shingle Springs, CA 95682  
ATTN: Chief Probation Officer

or to such other location as the El Dorado directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

COUNTY OF AMADOR  
Probation Department  
675 New York Ranch Road  
Jackson, CA 95642  
ATTN: Chief Probation Officer

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of that Agreement #781-S0711 shall remain unchanged and in full force and effect.



-- EL DORADO COUNTY --

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Vince Janette, Deputy Chief Probation Officer or Successor  
El Dorado County Probation Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Brian Richart, Chief Probation Officer or successor  
El Dorado County Probation Department

-- AMADOR COUNTY --

**Requesting Department Head Concurrence:**

By: MB \_\_\_\_\_ Dated: 6/11/15 \_\_\_\_\_  
Mark Bonini, Chief Probation Officer or successor  
Amador County Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #781-S0711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

-- COUNTY OF AMADOR --

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

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

ORIGINAL

PLACEMENT OF JUVENILES IN THE  
EL DORADO COUNTY JUVENILE DETENTION FACILITIES

AGREEMENT #781-S0711

**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and the County of Amador, a political subdivision of the State of California (hereinafter referred to as ("Placing County"));

**WITNESSETH**

**WHEREAS**, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

**WHEREAS**, Placing County desires to place a ward of its juvenile court in El Dorado's facility to the extent that such accommodation may exist; and

**WHEREAS**, it is the intent of the parties hereto that the placement of said ward(s) of the Juvenile Court conforms with all applicable Federal, State, and Local laws.

**NOW, THEREFORE**, it is mutually agreed by the parties hereto as follows:

- 1) The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado having two (2) contract bed with El Dorado County.
- 2) Placing County shall provide for the transportation of said juvenile to and from the El Dorado Juvenile Detention Facility(ies). The Placing County shall provide the Chief Probation Officer of El Dorado, or his/her designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release and any other documentation/information deemed necessary.
- 3) Placing County hereby agrees to pay El Dorado the sum of One Hundred dollars (\$100.00) per day per bed whether or not the bed is occupied.
- 4) Placing County agrees to pay or reimburse El Dorado or others rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:
  - A) The costs of any hospital, medical, dental and/or or surgical care/ treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Probation Officer of the Placing County. Or, in the case of an emergency, by the Superintendent of El Dorado Juvenile Detention Facility(ies);
  - B) The costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facility(ies);
- 5) The Placing County must bring any medication, of so prescribed, with the ward or the medication may be provided by the parent(s) or guardian(s) or the ward.
- 6) The Placing County shall indemnify and hold El Dorado harmless pursuant to Section 895.4 of the California Government Code against any loss arising out of the performance of this Agreement, except to the extent that any such loss is solely caused by the negligence or wrongdoing of the officers, employees and/or agents of El Dorado.

It is expressly understood and agreed all losses referred to herein include attorney fees, costs, verdicts, judgments, and/or settlements incurred by the Placing County in defense of any action. It is further agreed and understood that if any action is brought, the Placing County shall provide defense for the benefit of El Dorado.

- 7) On behalf of El Dorado, the County officer or employee with responsibility for administering this Agreement is Joseph S. Warchol II, Chief Probation Officer, or successor.

- 8) The parties to this Agreement represent that the undersigned executing this Agreement and are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.
- 9) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void and/or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 10) Any and all notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
PROBATION DEPARTMENT  
471 PIERROZ ROAD  
PLACERVILLE, CA 95667  
ATTN: JOSEPH S. WARCHOL, II, Chief Probation Officer

or to such other location as El Dorado directs.

Notices to Placing County shall be addressed as follows:

COUNTY OF AMADOR  
PROBATION DEPARTMENT  
675 NEW YORK RANCH ROAD  
JACKSON, CA 95642-2379  
ATTN: MARK J. GIANNINI, CHIEF PROBATION OFFICER

or to such other location as the Placing County directs.

- 11) This Agreement shall become effective when fully executed by both parties hereto, and may be terminated at any time by El Dorado and/or Placing County upon thirty (30) days written notice to the other.
- 12) This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties. They incorporate and/or supersede all prior written or oral agreements or understandings.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Joseph S. Warcholl II Dated: 5-18-07  
Joseph S. Warcholl II,  
Chief Probation Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**-- COUNTY OF EL DORADO --**

Dated: 7-17-07  
By: Rusty Dupray  
**RUSTY DUPRAY** Chair  
Board of Supervisors  
FIRST VICE-CHAIRMAN "County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Stephanie Taylor Date: 7-17-07  
Deputy Clerk

PLACING COUNTY

Dated: 6/27/07

By: Louis Boitano  
Louis Boitano, Chair  
Board of Supervisors  
"Placing County"

ATTEST:

By: Priscilla Muranaga Dated: 6/27/07  
Deputy Board Clerk

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/11/2015

*Agmt*

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

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

Meeting Date Requested:

06/23/2015

Department Head Signature *MB*

Agenda Title: Approval to Extend Agreement between Amador County and El Dorado Juvenile Hall for Space Available

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
This is a renewal agreement to provide beds at the El Dorado County Juvenile Hall on a "space available" basis at a reduced rate of \$90.00 per day, per bed. The Probation Department currently has an agreement with El Dorado County to provide two (2) reserved beds at a rate of \$70.00 per day, per bed. Agreement #601-S1221 will provide bed space above the two reserved beds, if space is available, at the higher rate of \$90 per day, per bed. The term of the agreement will become effective upon final execution by both parties and may be terminated at any time by El Dorado County or Amador County upon thirty (30) days written notice to the other.

Recommendation/Requested Action:  
Approve Renewal Agreement #S601-S1211 by the Chairperson of the BOS signing on page -4- on 3 originals (2-El Dorado,1-Amador)

Fiscal Impacts (attach budget transfer form if appropriate) None - funds are budgeted for juvenile detention costs  
Staffing Impacts None

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name Contracts and Agreements Committee

Comments: 3 original agreements by El Dorado Juvenile Hall

Committee Recommendation:  
Approved (See attached Route Slip with approval initials)

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GB*  
Auditor *JOR* GSA Director *HR*  
CAO *AK* Risk Management *MB*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Return three (3) original signed agreements to Probation Risk ; Auditor

### FOR CLERK USE ONLY

Meeting Date June 23, 2015 Time 9 a.m. Item # 4B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	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
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Save



AGREEMENT FOR SERVICES #601-S1211  
AMENDMENT I

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This Amendment I to that Agreement for Services #601-S1211, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and County of Amador, a political subdivision of the State of California; whose principal place of business is 675 New York Ranch Road, Jackson, CA 95672; (hereinafter referred to as "Placing County");

**RECITALS**

**WHEREAS**, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code, in accordance with Agreement for Services #601-S1211, dated June 25, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to reduce the non-reserved, per day, per ward rate to \$90.00 and the per day, per ward ordered to the JTC Challenge Commitment rate to \$100.00 of said Agreement, hereby amending ARTICLE III Compensation for Services; and

**WHEREAS**, the parties hereto have mutually agreed to amend ARTICLE IX Administrator: to update named responsible employee; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #601-S1211 shall be amended a first time as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, Placing County agrees to pay El Dorado the sum of Ninety Dollars (\$90.00) per calendar day, for each ward placed within the Juvenile Detention Facility in a non-reserved bed or the sum of One Hundred Dollars (\$100.00) per calendar day, for each ward ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

**ARTICLE IX**

**Administrator:** The El Dorado Officer or employee with responsibility for administering this Agreement is Brian Richart, Chief Probation Officer, or successor.

Except as herein amended, all other parts and sections of that Agreement #601-S1211 shall remain unchanged and in full force and effect.

-- EL DORADO COUNTY --

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Vince Janette, Deputy Chief Probation Officer or Successor  
El Dorado County Probation Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Brian Richart, Chief Probation Officer or successor  
El Dorado County Probation Department

-- AMADOR COUNTY --

**Requesting Department Head Concurrence:**

By: MB \_\_\_\_\_ Dated: 6/11/15 \_\_\_\_\_  
Mark Bonini, Chief Probation Officer or successor  
Amador County Probation Department

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Agreement for Services #781-S0711 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

**-- COUNTY OF AMADOR --**

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

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

# ORIGINAL

## AGREEMENT FOR SERVICES # 601-S1211

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and County of Amador, a political subdivision of the State of California; whose principal place of business is 675 New York Ranch Road, Jackson, CA 95672; (hereinafter referred to as "Placing County")

### RECITALS

**WHEREAS**, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

**WHEREAS**, Placing County desires to place a ward of its Juvenile Court in El Dorado's facility to the extent that such accommodation may exist; and

**WHEREAS**, it is the intent of the parties hereto that the placement of said ward(s) of the Juvenile Court conforms with all applicable federal, state and local laws; and

**NOW, THEREFORE**, El Dorado and Placing County mutually agree as follows:

### ARTICLE I

**Scope of Services:** The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the court of the Placing County, a medical release, and any other documentation/information deemed necessary.

The Placing County must bring any medication, if so prescribed, with the ward or the medication maybe provided by the parent (s) or guardian (s) of the ward.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and may be terminated at any time by El Dorado and/or Placing County upon (30) days written notice to the other.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, Placing County agrees to pay El Dorado the sum of One Hundred Twenty Dollars (\$120.00) per calendar day, for each ward placed within the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that El Dorado and Placing County are political subdivisions of the State of California. As such, El Dorado and Placing County are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of El Dorado business, El Dorado will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, El Dorado and Placing County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and El Dorado and Placing County are released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any El Dorado department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE VI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado shall be addressed as follows:

COUNTY OF ELDORADO PROBATION DEPARTMENT  
3974 DUROCK ROAD, SUITE 205  
SHINGLE SPRINGS, CA 95682  
ATTN: CHIEF PROBATION OFFICER

Or to such other location as the County directs. With a carbon copy to:

COUNTY OF ELDORADO  
CHIEF ADMINISTRATIVE OFFICE PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE PLACERVILLE, CA 95667  
ATTN: TERRI DALEY, PURCHASING AGENT

Notices to Placing County shall be addressed as follows:

COUNTY OF AMADOR  
PROBATION DEPARTMENT  
675 NEW YORK RANCH ROAD  
JACKSON, CA 95642  
ATTN: MARK J. BONINI, CHIEF PROBATION OFFICER

Or to such other location as the Contractor directs.

#### **ARTICLE VII**

**Indemnity:** The Placing County shall defend, indemnify and hold El Dorado, its officers, employees and agents harmless from and against any and all claims, losses, demands, damage and liability for damage, including attorney's fees and other costs of defense incurred by El Dorado, its officers, employees or agents, whether for loss of property, or injury to or death of any person in any way arising from or related to the performance of this Agreement unless such claim, loss, demand damage or liability is caused solely by the negligence of El Dorado, its employees, officers or agents.

#### **ARTICLE VIII**

**Prison Rape Elimination Act (PREA):** Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the contract.

#### **ARTICLE IX**

**Administrator:** The El Dorado Officer or employee with responsibility for administering this Agreement is Gregory S. Sly, Chief Probation Officer, or successor.

#### **ARTICLE X**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XII**

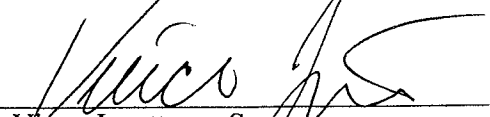
**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XIII**

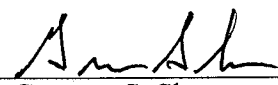
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.



**Requesting Contract Administrator Concurrence:**

By:  Dated: 3/8/13  
Vince Janette, or Successor  
Deputy Chief Probation Officer  
Probation Department

**Requesting Department Head Concurrence:**

By:  Dated: 3-8-13  
Gregory S. Sly, or successor  
Chief Probation Officer  
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/25/13

By: [Signature], Chair  
Board of Supervisors  
"County of El Dorado"

ATTEST:  
James S. Mitrison,  
Clerk of the Board of Supervisors

By: Marcie MacFarland Deputy Clerk Dated: 6/25/13

--PLACING COUNTY--

Dated: 2/13/13

By: Richard M. Forster  
Chairperson  
Board of Supervisors  
"County of Amador"

ATTEST:

By: Jennifer Burns Clerk of the Board Dated: 2/12/13

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/23/2015	

To: **Board of Supervisors**

Date: 06/09/2015

Agmt

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

Phone Ext. 412

Department Head Signature

Agenda Title: Crisis Support Services of Alameda County and Amador County Behavioral Health FY 2015-2016 Agreement

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the agreement with Crisis Support Services of Alameda County who provides after hour and holiday Mental Health crisis telephone services.

The updates are the term and fee schedule.

Recommendation/Requested Action:

**Approval of Agreement**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes  No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Committee Review?

N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GO

Auditor JOK

GSA Director Hog

CAO CA

Risk Management mt

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

Please return two original Agreements to Angie Grau in Behavioral Health Risk, Auditor

### FOR CLERK USE ONLY

Meeting Date June 23, 2015 Time 9 a.m. Item # 4C

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

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

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

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

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

Save ....

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY, a California 501 (c) (3) non-profit corporation (the "Contractor").

### RECITALS

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

B. Contractor is in the business of providing after hour telephone crisis support services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be for a period of one year from July 1, 2015 through June 30, 2016. Both parties reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

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

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

- 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its

employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

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

## 11. INSURANCE.

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

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

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

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

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in

the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

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

11.3 Certificates of insurance must include the following provisions:

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

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

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

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

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



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

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In

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

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

14. DOCUMENTS AND RECORDS.

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

of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

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

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

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

#### 15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or

persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.

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

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

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

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

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

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

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

To Contractor: Crisis Support Services of Alameda County, a  
California 501 (c) (3) non-profit corporation  
P.O. Box 3120, Oakland, CA 94609

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

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

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

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

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

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

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

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

hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

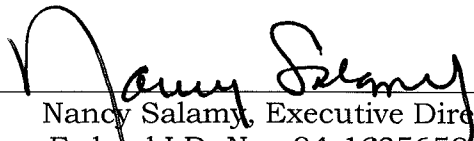
Signatures on following page

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

COUNTY OF AMADOR


CONTRACTOR:  
CRISIS SUPPORT SERVICES OF  
ALAMEDA COUNTY, a California 501 (c) (3)  
non-profit corporation

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

BY:  \_\_\_\_\_  
Nancy Salamy, Executive Director  
Federal I.D. No.: 94-1635658

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

## **ATTACHMENT A – SCOPE OF WORK**

### **SERVICES**

Services Recipient (County) serves the mental health needs of residents of Amador County with a view to avoiding the need for 24-hour psychiatric care. The Amador County Behavioral Health provides timely and high-quality mental health services, adhering to the policies, procedures, and regulations of the California Department of Health Care Services. Amador County Behavioral Health staff is trained in the assessment of youth, adults, and older adults in connection with substance abuse, substance dependence, and other psychiatric disorders, and provides referrals to appropriate programs for treatment. Amador County Behavioral Health also provides crisis support, related telephone counseling services and information on access to services for both urgent and routine as well as information on the problem resolution process, which it seeks to have performed by Contractor, as described below.

1. Contractor will staff telephone crisis support services Monday through Friday from 5:00 p.m. to 8:00 a.m., Friday 5:00 p.m. through Monday 8:00 a.m., and on twelve (12) official holidays as follows:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Years Day  
Martin Luther Kings Jr. Day  
Presidents Day  
Memorial Day

2. Contractor's crisis support service will consist of telephone crisis intervention and counseling. The Parties will agree on guidelines for the level of intervention to be used for different degrees of urgency.
3. Each morning Contractor shall transmit to Services Recipient a telephone log covering the period following the last telephone log transmitted.
4. Contractor shall provide information on access to services for both urgent and routine as well as information on the problem resolution process and other services as may be agreed with Services Recipient.

## **ATTACHMENT B – FEE SCHEDULE**

### **PAYMENT**

In addition, COUNTY shall pay contractor One Thousand, Five Hundred Seventy Dollars (\$1,570.00) per month, or a total of Eighteen Thousand, Eight Hundred Forty Dollars (\$18,840.00) for the fiscal year July 1, 2015, to June 30, 2016. COUNTY shall pay for each month of service within 30 days of receipt of Contractor's invoice. The charge for the Services is based upon the Parties' expectation that Contractor will handle approximately 65 calls per month. In the event the number of monthly calls increases by 20 percent or more, the charge for the Services is subject to immediate modification and either Party may initiate a negotiation for possible change in the charge or the service.



**ATTACHMENT C – ALCOHOL POLICY**

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

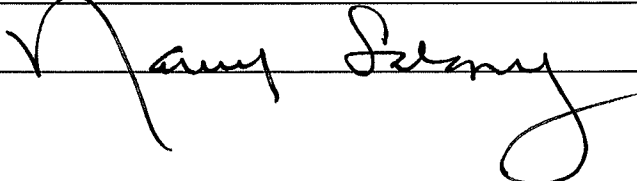
The undersigned, authorized signatory for, CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY, a California 501 (c) (3) non-profit corporation (the “Contractor”), certifies as follows:

1. Contractor has obtained and read a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “C” is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-1635658

Printed Name: Nancy A. Salamy Date 5/28/15

Title: Executive Director

Signature: 

## ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 2015, made and entered into by and between the County of Amador and CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY, a California 501 (c) (3) non-profit corporation (the “Contractor”), (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY, a California 501 (c) (3) non-profit corporation ( “Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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

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

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

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

1. Definitions.

a. Breach shall have the meaning given to such term under the HITECH

Act [42 U.S.C. Section 17921]

- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
  - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
  - 2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the

BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

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

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate

shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the

Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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

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

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

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

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

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

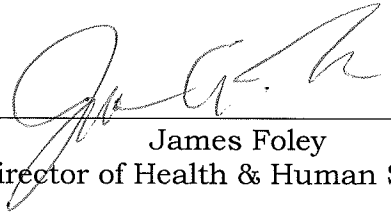
13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity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

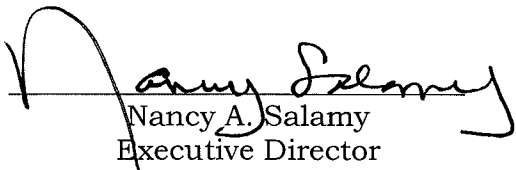
14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

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

Amador County Behavioral Health  
Department ("Covered Entity")

CRISIS SUPPORT SERVICES OF  
ALAMEDA COUNTY, a California 501 (c)  
(3) non-profit corporation

By:   
James Foley  
Director of Health & Human Services

By:   
Nancy A. Salamy  
Executive Director

Date: 6/9/15

Date: 5/28/15





# RIVERPORT INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

### **SUBJECTS OF INSURANCE**

Broadened Bodily Injury

Broadened Personal and Advertising Injury

Broadened Property Damage

Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000

Broadened Medical Payments - \$10,000

Broadened Supplementary Benefits

a. Bail Bonds - \$1,000

b. Expenses Incurred to Assist in Defense - \$500 per Day

Broadened Newly Acquired or Formed Organization

Broadened Non-Owned or Chartered Watercraft or Aircraft

Broadened Commercial General Liability Conditions

a. Duties in the Event of Occurrence, Offense, Claim, or Suit

b. Liberalization – Automatic Coverage If We Adopt Broader Coverages

c. Notice to Company

Automatic Coverage for “Special Events”

Automatic Additional Insureds

a. Athletic Activity Participants

b. Contractual Obligations

c. Funding Sources

d. Manager or Lessor of Premises

e. Owner, Manager, Operator, or Lessor of “Special Event” Premises

f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed

g. Limitations

Blanket Waiver of Subrogation

Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

# RIVERPORT INSURANCE COMPANY

## 1. BROADENED BODILY INJURY SECTION V – DEFINITIONS

Item 3. is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

## 2. BROADENED PERSONAL AND ADVERTISING INJURY SECTION V – DEFINITIONS

Item 14. is replaced with:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or
  - f. Misappropriation of advertising ideas or style of doing business; or
  - g. Infringement of copyright, title, or slogan.
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

### SECTION I – COVERAGES

#### COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions, Paragraphs b. and c. are replaced with:

**(b) Material Published with Knowledge of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

**(c) Material Published Prior to Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

## 3. BROADENED PROPERTY DAMAGE SECTION I – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraph a. is replaced with:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 4. BROADENED FIRE, LIGHTING, EXPLOSION AND SPRINKLER LEAKAGE

### A. SECTION III – LIMITS OF INSURANCE

Paragraph 6. is replaced with:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

### B. SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (SECTION III)**.

### C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

4. Other Insurance, Item b. (1) (b) is replaced with:

- (b) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises

# RIVERPORT INSURANCE COMPANY

rented to you or temporarily occupied by you with permission of the owner; or

## D. SECTION V – DEFINITIONS

Item **9.a.** is replaced with:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**E.** This Broadened Coverage is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

**F.** This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

## 5. BROADENED MEDICAL PAYMENTS

### A. SECTION III – LIMITS OF INSURANCE

The following provision is added to Paragraph **7:**  
The Medical Expense Limit shall be the greater of:

- a.** \$10,000; or
- b.** The amount shown in the Declarations for Medical Expense Limit.

**B.** This Medical Expense Limit is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

**C.** This above Medical Expense Limit does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

## 6. BROADENED SUPPLEMENTARY PAYMENTS

### SECTION I – COVERAGES

### SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Paragraphs **1.b.** and **1.d.** are replaced with:

**b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

## 7. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

### SECTION II – WHO IS AN INSURED

Item **3.a** is replaced by the following:

- 3. a.** Coverage under this provision is afforded

only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

## 8. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

### SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph **2.g.** is replaced by the following:

- 2. g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading,"

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons or property for a charge;
- (3)** Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4)** Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5)** "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **SECTION V – DEFINITIONS**, Paragraph **12.**, "Mobile Equipment"; or
- (6)** An aircraft you do not own that is:
  - (a)** Hired, chartered, or loaned with a crew; and
  - (b)** Not owned in whole or in part by any insured.
- (7)** This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8)** This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

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## 9. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

### A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS Paragraph 2.

**Duties in The Event Of Occurrence, Offense, Claims Or Suit** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

### B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following provisions are added:

#### 10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

#### 11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

## 10. AUTOMATIC COVERAGE FOR "SPECIAL EVENTS"

- A. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

### B. SECTION V – DEFINITIONS

This Section is amended to add the following paragraph:

**23. "Special Event"** means any event:

- a. The purpose of which is to raise funds for you; or
- b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and

- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

## 11. SECTION II – WHO IS AN INSURED

The following provisions are added:

### 5. Automatic Additional Insured(s)

#### a. Additional Insureds – Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. **However, no such person is an insured for:**

- (a) "Medical expenses" under **COVERAGE C. MEDICAL PAYMENTS.**

- (b) "Bodily Injury" to:

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or

- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- (i) A co-participant, your volunteer worker, or your "employee"; or

- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Additional Insured – Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:

- (i) Your ongoing operations performed for such Additional Insured; or

- (ii) Such Additional Insured's financial control of you; or

- (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

# RIVERPORT INSURANCE COMPANY

- (iv) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) the preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
  - (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this Paragraph (d) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.
- c. Additional Insured – Funding Sources**
- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
    - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- d. Additional Insured – Manager or Lessor of Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
    - (a) A written contract; or
    - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;but only if the written or oral agreement is an "insured contract,"
    - (i) currently in effect or to become effective during the term of this policy; and
    - (ii) executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
  - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
    - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
    - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the

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Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
  - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
- (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
    - (i) currently in effect or to become effective during the term of this policy; and
    - (ii) executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or

agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does **not** apply to:
- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. Additional Insured – Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
- (a) "Bodily injury" or "personal injury":
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or

# RIVERPORT INSURANCE COMPANY

- (iii) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Personal Injury":
  - (i) to a co-"employee" while in the course of his or her employment, or
  - (ii) to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;
  - (iii) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.
- (c) "Property damage" to property:
  - (i) owned, occupied or used by; or
  - (ii) rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- g. Additional Insured – LIMITATIONS**
  - (1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
    - (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
    - (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
  - (2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.
  - (3) **SECTION V – DEFINITIONS,**  
This section is amended to add the following Item **24**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

- (4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

## **12. BLANKET WAIVER OF SUBROGATION SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

Item **8.** is replaced with:

### **8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

## **13. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

### **SECTION III – LIMITS OF INSURANCE**

This Section is amended to add the following paragraph:

- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
  - a. You;
  - b. Your "executive officers," directors, "employees," and
  - c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS  
REMAIN UNCHANGED.**



# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/23/2015	

To: Board of Supervisors

Date: 06/03/2015

Agmt

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

Department Head Signature

Agenda Title: The Resource Connection of Amador and Calaveras Counties, Inc. and Behavioral Health Second Amendment FY 15-16

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this 2nd amendment with The Resource Connection of Amador and Calaveras Counties, Inc. to administer community support for older adults who are parenting their grandchildren in Amador County.

This Agreement changes the term and increases the Budget by \$2000.00

Recommendation/Requested Action:  
Approval of Second Amendment

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

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

Request Reviewed by:

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

Auditor JOR GSA Director Hop

CAO ak Risk Management Gru

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

Please return two Amendments to Angie Grau in Behavioral Health. Risk, Auditor

### FOR CLERK USE ONLY

Meeting Date	Time	Item #
<u>June 23, 2015</u>	<u>9 a.m.</u>	<u>4D</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____ Comments: _____		

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

## SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of \_\_\_\_\_, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (the "Contractor").

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of September 24, 2013 whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of July 29, 2014.

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

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2016.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place:

3. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this Second Amendment substituted in its place:

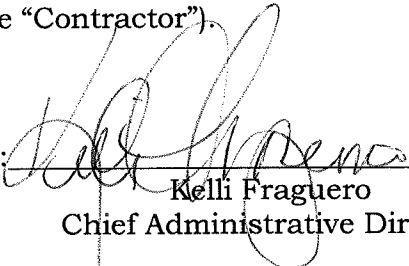
4. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

THE RESOURCE CONNECTION OF  
AMADOR AND CALAVERAS COUNTIES,  
INCORPORATED, a non-profit organization  
(the "Contractor").

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

BY:  \_\_\_\_\_  
Kelli Fraguero  
Chief Administrative Director

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_  
Gregory Gillott

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

## **ATTACHMENT A**

### **The Resource Connection (TRC) Grandparents Program FY 2015/16**

#### **Program Description**

The Resource Connection (TRC), formerly Human Resources Council (HRC), is a 30-year-old Amador and Calaveras based nonprofit organization providing services and programs in three critical areas: children and families, nutrition, and prevention and intervention. The Resource Connection is governed by a volunteer board of directors and staffed by 170 employees at 16 sites throughout the two counties. TRC's Resource and Referral programs and services engage, enrich, and empower families by offering a wide range of opportunities to support their children's growth and development such as referrals to Preschool Programs, Infant/Toddler Programs, Parent Support, Child Care Information, Information and Services for Child Care Providers, and Policy and Planning to support the needs of families and children.

To support local Grandparents raising grandchildren and other relatives, this program offers information on local resources and social networks that seek to empower and enrich the Grandparent/child relationship through quarterly education and workshops. Through this program, TRC will also offer funding and referrals for respite child care.

#### **Training/Workshops**

The quarterly trainings/workshops seek to empower Grandparent as parents through support groups and education on topics the Grandparents identify and could include: local resources, information on supporting school success and independence, behavior challenges, and budgeting. We will help families engage with other partners in the community such as the Senior Center, Social Services and Behavior Health as appropriate.

#### **Respite Program**

The Resource Connection will provide a respite program for grandparents who are taking the role as the primary caregiver of their grandchildren. This respite program is intended to provide temporary relief for the grandparent from the ongoing responsibilities of caring for their grandchild. Eligibility will be determined by the needs of the grandparent and may include; attending support groups, obtaining services so family can function effectively or secure health services that protect their ability to raise children. Respite care will consist of 16 hours of child care services from a licensed child care facility, or respite care setting per month.

**Regular respite care** is budgeted to serve approximately 20 grandparents for the year. During this regular scheduled respite grandparents may attend to practical needs such as shopping, keeping medical appointments or participating in support groups for grandparents-caregivers.

**Planned respite care** is an anticipated need in addition to the regular respite care hours. The need for relief may be due to a medical procedure, a business trip, or to visit an out of town relative. Grandparents have up to five days per year that they can use this care. The care cannot exceed twelve hours in a day. Since licensed child care providers are not custodial, grandparents will designate a person to pick up children for the night care, or this care will need to be provided in respite care facilities or with exempt care. This component is budgeted to serve ten grandparents for the year.

**Emergency respite care** is unexpected time off to deal with an urgent situation. Grandparents will be eligible for up to five days out of a year with no more than twelve hours in a day. Since licensed child care providers are not custodial, grandparents will designate a person to pick up children for the night care, or this care will need to be provided in respite care facilities or with exempt care. This component is budgeted to serve up to ten grandparents for the year. The Resource Connection will work with licensed child care providers in Amador County to introduce this program and explain the opportunity for respite child care for grandparents in Amador County. They will create a database of licensed child care providers who are interested in participating in this program.

#### **Peer Partner Program**

In order to increase system-wide capacity, access to services, and a seamless service experience, the Peer Partner Program offers funding to contractors such as TRC to provide stipends to peers (those with similar experiences as others being served) in their system who support others in accessing needed services. With this funding TRC shall provide stipends to grandparents/other relatives who provide support, transportation, and/or assistance to other grandparents/other relatives in getting to doctor's appointments (physical and/or mental health), navigating the social service system, navigating the school system, or helping with other processes that support overall emotional wellbeing of the grandparents/other relatives involved. TRC shall provide training to the peer partner providing support regarding healthy boundaries, confidentiality, and safety, and screen for a criminal background. Preferred stipends are \$25.00 cards from a local grocer and/or gas station in exchange for each episode of support. Episodes of support shall be logged on the attached form and turned in quarterly.

#### **Target Population**

The target population for this program are those in Amador County who are at risk or may be experiencing early signs of mental illness, including:

- Children (Age 0-17)
- Adults (Age 18-59) / Families
- Latino Community
- Foster Youth

#### **Program Objectives**

1. Serve at least 40 grandparents or program participants in Amador County each year.
2. Provide at least 3 support groups to program participants in Amador County each quarter.
3. Provide respite services to at least 4 eligible grandparent families in Amador County each quarter.
4. Make at least 3 referrals to Amador County Behavioral Health Services each quarter as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.
6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.
9. Purchase and provide at least 15 stipends each quarter to trained peers who provide support to other peers in accessing needed services; log episodes of support on the attached form and submit quarterly.

## Peer Partner Program Stipend Form

Date Support Provided: \_\_\_\_\_

Name of Person Receiving Support:

\_\_\_\_\_

Name of Person Providing Support:

\_\_\_\_\_

Type of Support Provided: \_\_\_\_\_

\_\_\_\_\_

Signature to Verify Support Provided:

\_\_\_\_\_

Signature Not Available:

How did the person receiving support benefit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### For Contractor Use Only:

Date Stipend Provided: \_\_\_\_\_

Staff Name Who Provided Stipend: \_\_\_\_\_

Staff Signature Who Provided Stipend: \_\_\_\_\_

Type of Stipend Provided: \_\_\_\_\_

Signature to Verify Receipt of Stipend: \_\_\_\_\_

**ATTACHMENT B**

**The Resource Connection (TRC)  
Grandparents Program  
FY 2015/16**

**Program Budget**

Direct Services (Respite Child Care )	\$15,000
Support and Education Activities	\$3,000
Program Staffing	\$7,200
Peer Partner Stipends	\$2,000
Indirect Costs/Operations (15%)	\$4,800
<b>Total Budget</b>	<b>\$32,000</b>

**This contract shall not exceed Thirty Two Thousand Dollars (\$32,000.00)**

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
02/13/2015

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

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

<b>PRODUCER</b> InterWest Insurance Services License #0B01094 P.O. Box 8110 Chico, CA 95927-8110 Chip Arenchild	<b>CONTACT NAME:</b> Jessica Monlux, CISR <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jmonlux@iwins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cypress Insurance Company</td> <td>10855</td> </tr> <tr> <td>INSURER B : Nonprofits' Insurance Alliance</td> <td></td> </tr> <tr> <td>INSURER C : North American Elite Ins Co</td> <td></td> </tr> <tr> <td>INSURER D : Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cypress Insurance Company	10855	INSURER B : Nonprofits' Insurance Alliance		INSURER C : North American Elite Ins Co		INSURER D : Great American Insurance Co.	16691	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
<b>INSURED</b> The Resource Connection of Amador & Calaveras Counties, Incorporated PO Box 919 San Andreas, CA 95249														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

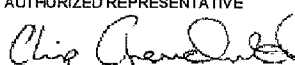
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		201500447NPO	02/15/2015	02/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Abuse Liab 1M/1M						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Prof Liab 1M/1M			201500447NPO	02/15/2015	02/15/2016	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Emp Ben. \$ INCL
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		201500447NPO	02/15/2015	02/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			201500447UMBPO	02/15/2015	02/15/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	REWC600751	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Property Insurance			CWB00050551000447	02/15/2015	02/15/2016	Empl Dish 500,000
D	Crime-Ded \$5,000			SAA559456211	07/01/2014	07/01/2015	Forg/Alte 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Amador, its officers, officials, employees and volunteers as Additional Insured as respects to liability only for insured's normal work when required by written contract, permit or agreement as stated in the attached policy forms. Insurance is primary as stated in the attached policy forms.

**CERTIFICATE HOLDER****CANCELLATION**

AMA0810  Amador County Office of Risk Management 810 Court Street Jackson, CA 95642	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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



**NONPROFITS  
INSURANCE**

ALLIANCE OF CALIFORNIA

*A Head for Insurance. A Heart for Nonprofits.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE ONLY**

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

County of Amador, its officers, officials, employees and volunteers

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.