

# Board of Supervisors Agenda Item Report

Submitting Department: Auditor-Controller

Meeting Date: June 12, 2018

## **SUBJECT**

Auditor: Local Revenue Budget Transfer Request for PSS Growth Accounts for FY 2017-18 to increase both revenues and expenditures to eliminate negative account lines.

## **Recommendation:**

Approve Local Revenue Budget Transfer Request for PSS Growth Accounts.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Auditor-Controller

## **ATTACHMENTS**

- [Local Revenue Budget Transfer Request - June 12, 2018.pdf](#)

DATE: 4/30/2018

*JOR*

REQUESTED BY: Tacy Oneto-Rouen

DEPARTMENT: Auditor-Controller

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ 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\$
2050	5416784	\$20,564.20		2050	4516784	\$20,564.20	
2050	5416785	\$2,197.27		2050	4516785	\$2,197.27	

**REASON FOR THE REQUEST:**

To clear up negative lines in FY17/18

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 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

SUNGARD PENTAMATION  
 DATE: 05/29/2018  
 TIME: 10:24:37

AMADOR COUNTY  
 REVENUE STATUS REPORT

PAGE NUMBER: 1  
 REVSTALL

SELECTION CRITERIA: revledger\_key\_orgn='2050'  
 ACCOUNTING PERIOD: 11/18

SORTED BY: FUND, DEPARTMENT, ACCOUNT  
 TOTALED ON: FUND, DEPARTMENT  
 PAGE BREAKS ON: FUND

FUND-20500 AB118 CO LOCAL REVENUE  
 DEPARTMENT-2050 LOCAL REVENUE

ACCOUNT	TITLE	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
44100	INTEREST	4,626.00	.00	.00	519,451.27	4,626.00	.00
4516710	TRIAL COURT SECURITY	579,430.00	.00	.00	970,283.46	59,978.73	89.65
4516730	LOCAL LAW ENFORCEMENT	900,000.00	71,644.38	.00	10,446.76	-70,283.46	107.81
4516735	LOCAL INNOVATION SUBACCT	.00	.00	.00	23,769.19	-10,446.76	.00
4516751	DA	10,000.00	.00	.00	23,769.13	-13,769.19	237.69
4516752	PD	21,000.00	.00	.00	103,570.58	-2,769.13	113.19
4516761	JUVENILE JUSTICE YOBG	101,940.00	.00	.00	126,385.92	-1,630.58	505.54
4516763	JUVENILE PROBATION	25,000.00	8,952.54	.00	734,443.81	143,183.19	83.69
4516781	BEHAVIORAL HEALTH SA	877,627.00	.00	.00	1,474,266.01	366,233.99	80.10
4516782	PROTECTIVE SERVICES SA	1,840,500.00	.00	.00	65,564.20	-20,564.20	145.70
4516784	PSS GROWTH ACCT REMAIN	45,000.00	.00	.00	7,197.27	-2,197.27	143.95
4516785	PSS GROWTH ACCT REMAIN	5,000.00	.00	.00	4,059,147.60	350,975.40	92.04
TOTAL LOCAL REVENUE		4,410,123.00	80,596.92	.00	4,059,147.60	350,975.40	92.04
TOTAL AB118 CO LOCAL REVENUE		4,410,123.00	80,596.92	.00	4,059,147.60	350,975.40	92.04
TOTAL REPORT		4,410,123.00	80,596.92	.00	4,059,147.60	350,975.40	92.04

# Board of Supervisors Agenda Item Report

Submitting Department: Clerk-Recorder

Meeting Date: June 12, 2018

## **SUBJECT**

Recorder: Budget Increase Request - Increase Revenue of \$81,051.91 utilizing trust fund monies from our Modernization Trust Fund - \$70,604.41 and SB2 Administrative Fee Fund - \$10,447.50 in order to purchase the required servers and licensing for our new Recorder/Clerk Software System per RFP 17-029 - \$24,801.41, as well as cover the costs of converting and licensing of the new system - \$56,250.50

## **Recommendation:**

Approve Budget Increase

## **4/5 vote required:**

No

## **Distribution Instructions:**

Auditor; Recorder

## **ATTACHMENTS**

- [Budget Increase Request.pdf](#)





KIMBERLY L. GRADY  
810 Court Street  
Jackson, California 95642-2132  
Phone (209) 223-6468  
Fax (209) 223-6204

## **Memo**

To: Board of Supervisors

From: Teri Hurtado, Chief Deputy Clerk/Recorder

Date: May 21, 2018

Re: Budget Increase Request

The purpose of this item is to obtain Board of Supervisor's approval for the budget increase request. This request increases revenue of \$81,051.91 utilizing trust fund monies from our Modernization Trust Fund (\$70,604.41) and SB2 Administrative Fee Fund (\$10,447.50). This increase will allow us to purchase the required servers and licensing for our new Recorder/Clerk Software System per RFP 2017-029 (\$24,801.41) as well as cover the professional services for converting data & images, training, implementation, & 50% of the Software Licenses of Southtech Systems per RFP 2017-029 (\$56,250.50).

The budget increase request is attached to this memorandum.

## BUDGET TRANSFER REQUEST

DATE: 05/22/2018

REQUESTED BY: Teri Hurtado *Thurtado* DEPARTMENT: Recorder/Clerk

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ 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 \$	DEPT/FUND #	REVENUE #	INCREASE \$	DECREASE \$
2710	52300	10,447.50		2710	46671	10,447.50	
2710	52300	14,353.91		2710	46671	14,353.91	
2710	52300	56,250.50		2710	46671	56,250.50	

**REASON FOR THE REQUEST:**  
To cover the cost of purchase of new servers & licensing (\$24, 801.41); for  
professional services for converting data & images, training, implementation & 50%  
of the software license of SouthTech Systems (\$56, 250.50) per RFP 2017-029.

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

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: June 12, 2018

## **SUBJECT**

Administrative Agency: Resolution approving the AB-8 Property Tax Redistribution for the River Pines Public Utility District. (LAFCO Project #292)

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Auditor, Board Clerk, LAFCO

## **ATTACHMENTS**

- [River Pines\\_AB-8\\_Resol\\_LAFCO Project\\_292 \(3\).docx](#)
- [AB 8 Negotiations 292 .xlsx](#)

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AB-8 PROPERTY  
TAX REDISTRIBUTION FOR RIVER PINES PUBLIC  
UTILITY DISTRICT (LAFCO PROJECT #292)

RESOLUTION NO. 18-XX

WHEREAS, the River Pines Public Utility District Annexation to the River Pines Public Utility District is proposed pursuant to LAFCO Project #292; and

WHEREAS, California Revenue and Taxation Code Section 99.01 provides for special districts and the County to negotiate an agreement for the transfer of taxes in annexing areas and the annexing transfer of taxes is neutral.

THEREFORE, BE IT RESOLVED, that the Amador County Board of Supervisors does hereby approve the property tax exchange as specified on the attached table prepared by the Amador County Auditor. .

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 12<sup>th</sup> day of June 2018 by the following vote:

AYES: Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster,  
Frank U. Axe

NOES: None

ABSENT: None

\_\_\_\_\_  
Lynn A. Morgan, Chair, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

**LAFCO PROJECT #292**  
**PROPERTY TAX DISTRIBUTION**

**Project Name:** River Pines Public Utility District Annexation in El Dorado County

<b>Parcels Involved:</b>	<b>APN#</b>	<b>APN#</b>	<b>APN#</b>	<b>APN#</b>	<b>APN#</b>
	#014-030-036-000	#014-030-039-000	#014-100-001-000	#014-061-012-000	#014-042-054-000
<b>Existing TRA:</b>	#052-086	#052-086	#052-086	#052-003	#052-003
	***	***	***	+++	+++
<i>See Noted Explanations Below</i>					
<b>Net Assessed Value Per Assessor:</b>	\$44,876	\$387,860	\$674,907	\$104,960	\$156,737
<b>H/O Exemption Assessed Value:</b>	\$0	\$0	\$7,000	\$7,000	\$7,000
<b>Total Assessed Value Subject to Negotiation:</b>	\$44,876	\$387,860	\$681,907	\$111,960	\$163,737

**TRA 052-086**  
**Current Allocation**

**ENTITIES:**

<b>County</b>	<b>0.359038</b>
Water Agency	0.005590
ACUSD	0.505716
ERAF	0.105225
County School Service	0.024431
Total:	<b><u>1.000000</u></b>

**Property Tax Exchange Agreement:**

- 1) Amador County Keeps 100% of the Tax Base of The Property Tax Collected on the Parcels.
- 2) As to the Future Increment Growth Split - .239358667 is allocated to the County (2/3) and .119679333 is allocated to River Pines P.U.D. (1/3).

<b>County:</b>		
.359038 X 2 / 3 =	<u>0.239358667</u>	New County Future Growth Increment Factor <i>(Keep all points after decimal.)</i>
<b>River Pines P.U.D.:</b>		
.359038 - .239358667 =	<u>0.119679333</u>	New River Pines P.U.D. Future Growth Increment Factor <i>(Keep all points after decimal.)</i>
<b>Recap Total:</b>	<u>0.359038</u>	

\*\*\* This Property Parcel Annexation will require a new TRA within the River Pines Public Utility District.

+++ This Property Parcel Annexation will NOT require a new TRA, since it is already in a River Pines P.U.D. TRA.

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: June 12, 2018

## **SUBJECT**

Board of Supervisors: Resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality. (Original resolution adopted on February 23, 2016 and updated on September 13, 2016, February 28, 2017 and January 9, 2018.)

## **Recommendation:**

Adopt Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

File

## **ATTACHMENTS**

- [LocalEmergency Tree Mortality resol.doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE  
OF EMERGENCY IN AMADOR COUNTY  
DUE TO PERVASIVE TREE MORTALITY

RESOLUTION NO. 18-xxx

WHEREAS, On October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating “even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation”; and

WHEREAS, The latest aerial survey estimated that over 129 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014; and

WHEREAS, Tree mortality from bark beetle infestation and drought has accelerated over the past few years in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State’s risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the County (public and private)

services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers, and maximize County resources.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 12<sup>th</sup> day of June 2018, by the following vote:

AYES: Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster, Frank U. Axe

NOES: None

ABSENT: None

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Lynn A. Morgan, Chair, Board of Supervisors

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

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Deputy



# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: June 12, 2018

## **SUBJECT**

Building Department: Agreement to Limit Use of Agricultural Structure for Carolyn Denise Fregulia Trust- 2002

## **Recommendation:**

Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".

## **4/5 vote required:**

No

## **Distribution Instructions:**

Once Agreement is signed, return to Building w/certified Resolution and Acknowledgment of the Chairperson's signature.

## **ATTACHMENTS**

- [Resolution.Fregulia.docx](#)
- [Agreement-Notarized.Fregulia.pdf](#)
- [AG01055-Fregulia APN.pdf](#)
- [AG01055-Fregulia Site Plan.pdf](#)

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

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IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF )  
AGREEMENT TO LIMIT USES OF AGRICULTURAL ) RESOLUTION NO. 18-xxxx  
STRUCTURE – CAROLYN DENISE FREGULIA, TRUSTEE OF )  
THE CAROLYN DENISE FREGULIA TRUST – 2002 )

WHEREAS Carolyn Denise Fregulia, Trustee of the Carolyn Denise Fregulia Trust - 2002, (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

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

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01055 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their June 12, 2018 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Chapter 15.04.040 and that any violation of the conditions under which the Agricultural Building Permits 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 #AG01055 by and between the County of Amador and Carolyn Denise Fregulia, Trustee of the Carolyn Denise Fregulia Trust – 2002, on the terms and conditions contained therein as it relates to Building Permit #AG01055.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute 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 12<sup>th</sup> Day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

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Lynn A. Morgan  
Chairperson, 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:036-010-042-000  
Site Address:18557 Clinton Road-Jackson  
Agricultural Building Permit Exemption No.:AG01055

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of June 12, 2018 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Carolyn Denise Fregulia, Trustee of the Carolyn Denise Fregulia Trust - 2002, ("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 3:

Parcel A

The South ½ of the Northeast ¼ of the Southwest ¼ of Section 19, Township 6 North, Range 12 East, M.D.M., Amador County, California.

Assessor's Parcel No.:                      Portion 36-010-042-00

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

B. 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.

C. 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.

D. 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: Carolyn Denise Fregulia Trust - 2002

BY: \_\_\_\_\_  
Lynn A. Morgan  
Chairperson, Board of Supervisors

BY: Carolyn Denise Fregulia  
Carolyn Denise Fregulia, Trustee of the  
Carolyn Denise Fregulia Trust – 2002

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Amador )  
On 5/25/2018 before me, Wendy Ashton, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared CAROLYN DENISE FREGULIA  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: AGRMNT TO LIMIT USES OF AGRICULTURAL STRUCTURE

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

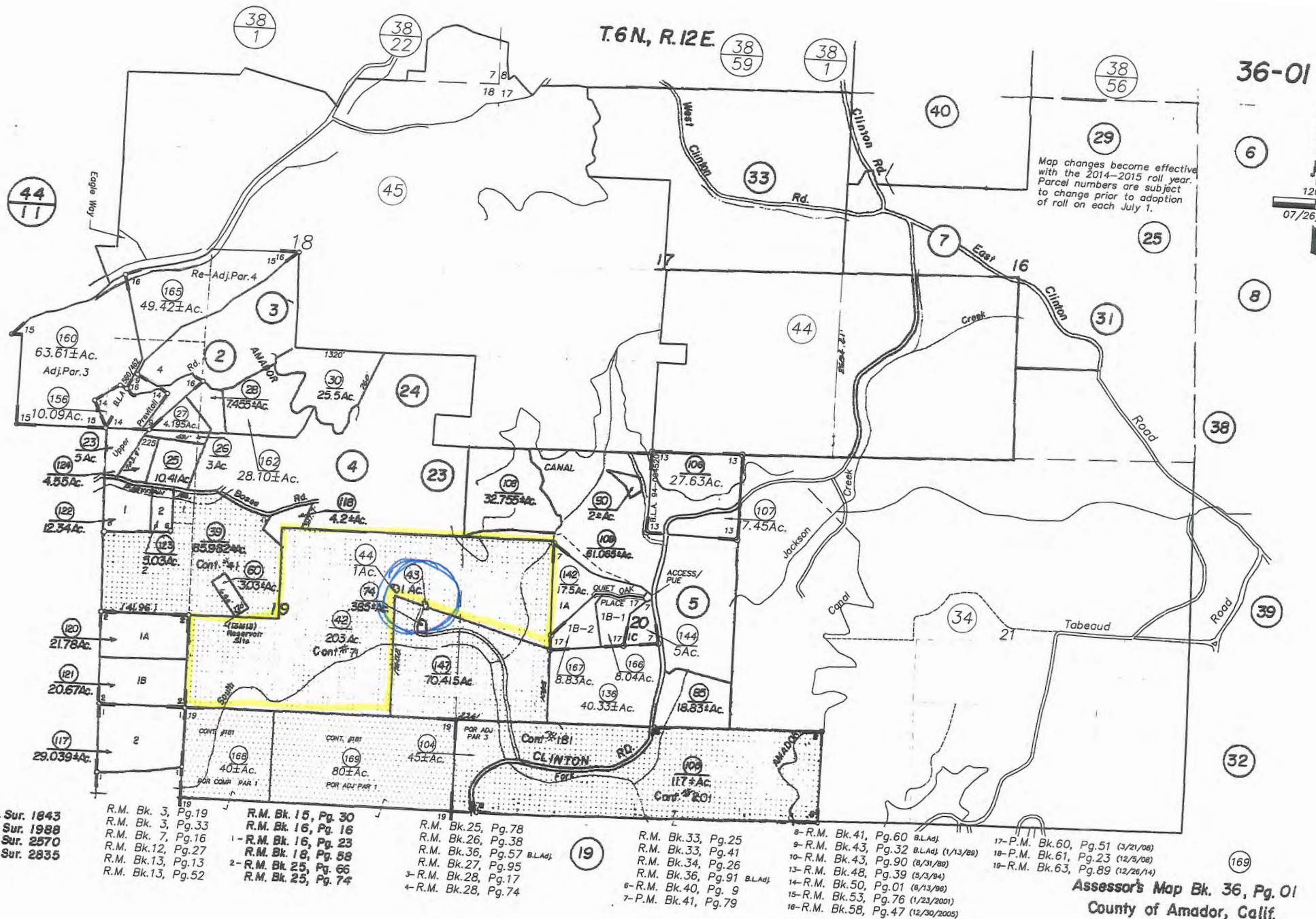
Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_



# FREGULIA APN MAP

## AG01055



636-010-042-000

FREGOLIA

18557 CLINTON RD  
JACKSON, CA 95642

ARBAVN

00

± 8'

30'



50'

00

WELL

BUILDING PLAN IN CONFORMANCE  
WITH ZONE DISTRICT FOR PROPERTIES

*Churchill*

approved

036-010-042 5-22-18





# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: June 12, 2018

## **SUBJECT**

Building Department: Limited Density Owner-Built Rural Dwelling Addition / LD01018

## **Recommendation:**

Adopt the Resolution and authorize the Chairperson to sign the Agreement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Once Agreement is signed, return to Building with certified Resolution & Acknowledgment of the Chairperson's signature.

## **ATTACHMENTS**

- [Resolution.Plasse.docx](#)
- [Agreement.Notarized-Plasse.pdf](#)
- [LD01018-Plasse APN Map.pdf](#)
- [LD01018-Plasse GIS Map.pdf](#)

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 CONSTRUCT A LIMITED DENSITY OWNER- ) RESOLUTION NO. 17-xxx  
BUILT RURAL DWELLING ADDITION – MAURICE JOHN )  
PLASSE, III, DOREEN LUCILLE PLASSE-GAMMON, WHO )  
ACQUIRED TITLE AS DOREEN L. BRENNER, AKA DOREEN L. )  
BRENNER PLASSE AND J & J GOLDMITHS, INC., )  
A CALIFORNIA CORPORATION )

WHEREAS, Maurice John Plasse, III, Doreen Lucille Plasse-Gammon, who acquired title as Doreen L. Brenner, AKA Doreen L. Brenner Plasse, and J & J Goldsmiths, Inc., A California Corporation (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling Addition on their property; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Addition Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling Addition as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their June 12, 2018 meeting for Building Permit #LD01018; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling Addition authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 California Building Code Cycle.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Built Rural Dwelling Agreement by and between the County of Amador and Maurice John Plasse, III, Doreen Lucille Plasse-Gammon, who acquired title as Doreen L. Brenner, AKA Doreen L. Brenner Plasse, and J & J Goldsmiths, Inc., A California Corporation on the terms and conditions contained therein as it relates to Building Permit #LD01018.

BE IT FURTHER RESOLVED that the Chairperson 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 12<sup>th</sup> day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

---

Lynn A. Morgan  
Chairperson, Board of Supervisors

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

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

(Resolution No. 17-xxx)

(06.12.2018)

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 044-310-030-000  
Limited Density Rural Dwelling Addition:LD01018

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT

This Agreement is entered into as of June 12, 2018 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Maurice John Plasse, III, Doreen Lucille Plasse-Gammon who acquired title as Doreen L. Brenner, AKA Doreen L. Brenner Plasse, and J & J Goldsmiths, Inc., A California Corporation, ("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:

COMPLIANCE PARCEL No. 5

DESCRIPTION FOR M. J. PLASSE III, ET AL

Compliance Parcel O-Deeds-284 & S-Deeds-529

A parcel of land situated in the County of Amador, State of California, being more particularly described as the West ½ of the Northwest ¼ (W ½ of NW ¼), and the West ½ of the Southwest ¼ (W ½ of SW ¼), and that certain parcel of land containing 18.57 acres and lying within the West ½ (W ½), all in Section 4, Township 5 North, Range 11 East, Mount Diablo Meridian, as described in Book O of Deeds at Page 284 and Book S of Deeds at Page 529, Amador County Records.

EXCEPTING THEREFROM those certain parcels of land delineated and designated "ADJUSTED PARCEL 1" and "ADJUSTED PARCEL 2" upon that certain official map entitled "RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT PROPERTY OF MAURICE AND CARALETA PLASSE", and recorded in Book 51 of Maps and Plats at Page 54, Amador County Records.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling Addition on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Addition Building Permit. This Limited Density Owner Built Rural Dwelling Addition is constructed according to the 1985 California Building Code Cycle.

B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling Addition can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling Addition was granted may void the permit.

C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling Addition, 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.

D. Owner is aware 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 Limited Density Owner-Built Rural Dwelling Addition. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling Addition, shall be constructed in compliance with Chapter 15 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 acknowledges that if the Limited Density Owner-Built Rural Dwelling Addition permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.

3.3 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 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 Limited Density Owner-Built Rural Dwelling Addition is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code 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:

BY: \_\_\_\_\_  
Lynn A. Morgan  
Chairperson, Board of Supervisors

BY: Maurice John Plasse, III  
Maurice John Plasse, III

BY: Doreen Lucille Plasse-Gammon  
Doreen Lucille Plasse-Gammon, who  
acquired title as Doreen L. Brenner AKA  
Doreen L. Brenner Plasse

J & J Goldsmiths, Inc., A California Corporation

BY: Maurice John Plasse, III  
Maurice John Plasse, III, President

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

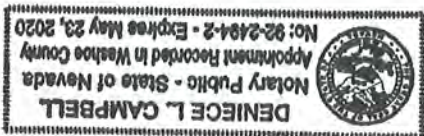
ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

State of Nevada  
Washoe County  
Deniece L. Campbell  
Notary Public  
Ex Date 5-23-2020





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Amador

On the June 04, 2018 before me, Evelyn Ryan a Notary Public, personally appeared Maurice John Plasse III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

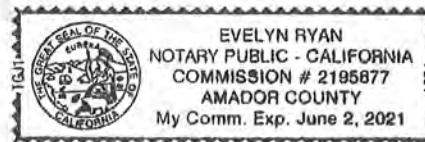
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: Evelyn Ryan  
(Typed or Printed)

(Seal)



IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

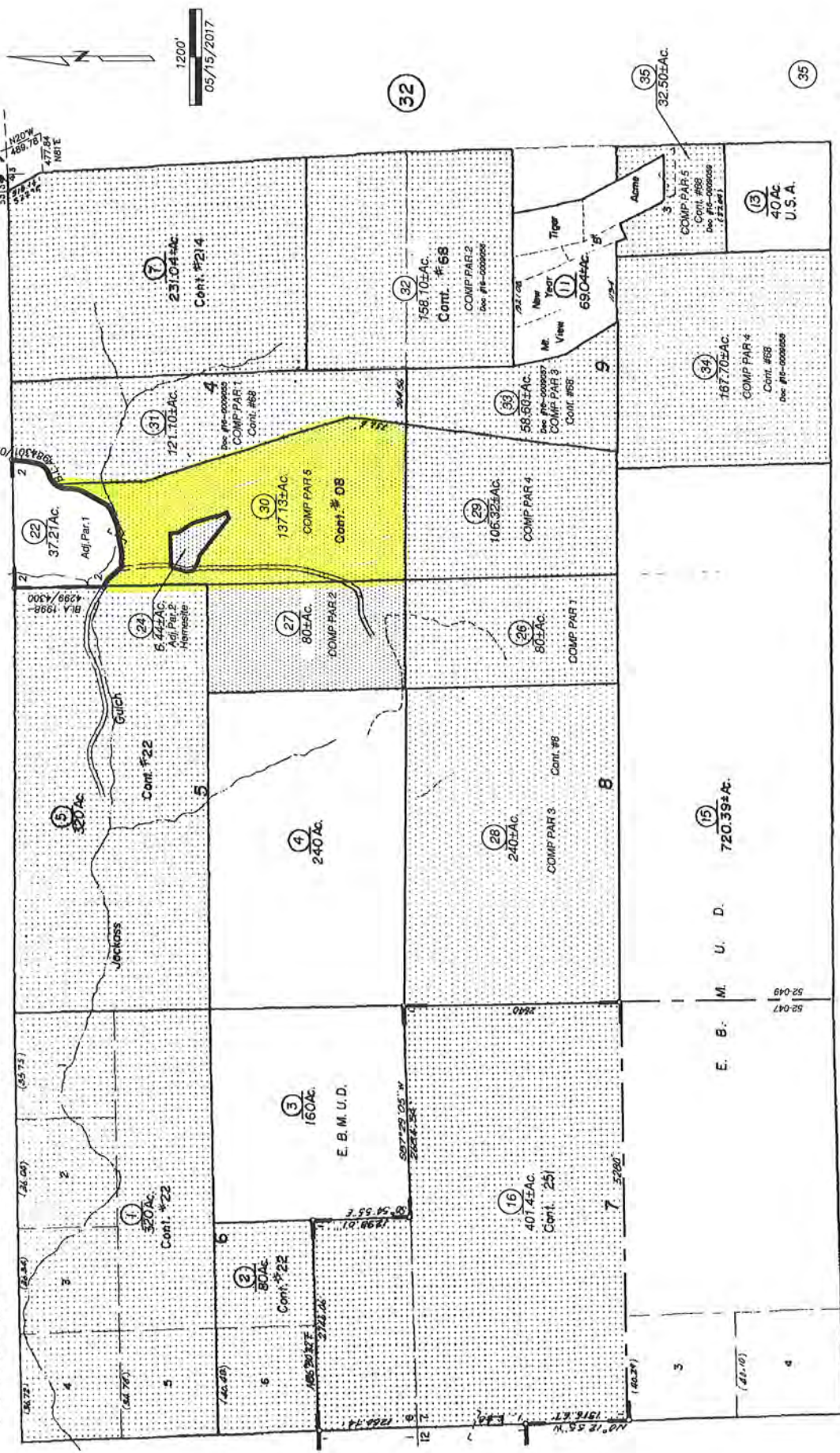
Map changes become effective with the 2017-2018 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

Tax Area Code  
52-047  
52-049

44-31

POR. T.5N., R.11E., M.D.B. & M.

(18)



- (17) Paradee Reservoir - Acres below flow line, 78.57Ac.  
60-006
- (18) Paradee Reservoir - Acres above flow line 2122.82Ac.  
60-006

R.M. Bk. 27, Pg. 57  
1- P.M. Bk. 34, Pg. 94  
2 R.M. Bk. 51, Pg. 54 (6/4/98)

Assessor's Map Bk. 44, Pg. 31  
County of Amador, Calif.

PLASSE  
LD01018





FRENCH BAR RD

PLASSE  
LDO1018



# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: June 12, 2018

## **SUBJECT**

Public Works: FY 2017/2018 Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program

## **Recommendation:**

1. Approve resolution to authorize the Board Chair to sign agreement; and
2. Sign agreement and direct staff to transmit agreement to Caltrans for execution.

## **4/5 vote required:**

No

## **Distribution Instructions:**

CAO, County Council, Auditor

## **ATTACHMENTS**

- [2018-6-5\\_RSTP.pdf](#)
- [RSTP 2017-18 Resolution.pdf](#)
- [FY 2017-18 RSTP Agreements.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

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

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** June 5, 2018

**SUBJECT:** FY 2017/2018 Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program

**CONTACT:** Jered Reinking (223-6226)

### Overview

On an annual basis, the County assigns federal apportionments made available to the County for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to the County.

The Federal Apportionment Exchange Program contributes \$131,208.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment for Fiscal Year 2017/2018. The State Match Program contributes \$65,604 from the unobligated balance of County's State Matching funds for Fiscal Year 2017/2018.

### Requested Actions:

1. Approve resolution to authorize the Board Chair to sign agreement; and
2. Sign agreement and direct staff to transmit agreement to Caltrans for execution.

### Fiscal Impact

Not applicable for this agenda Item.

### Attachments:

Resolution

Caltrans Correspondence dated April 30, 2018

Two (2) original copies of agreement

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

IN THE MATTER OF:

RESOLUTION APPROVING THE 2017/2018 )  
REGIONAL SURFACE TRANSPORTATION ) RESOLUTION NO. 18-  
PROGRAM (RSTP)/STATE MATCH AND )  
EXCHANGE FUNDS AGREEMENT WITH )  
CALTRANS )

WHEREAS, every year Caltrans offers each County the opportunity to exchange Regional Surface Transportation Program (RSTP) Federal Funds; and

WHEREAS, Caltrans provides State Matching Funds for transportation related expenditures.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the agreement by and between the County of Amador and the State Department of Transportation (Caltrans) on the terms and conditions contained therein as it relates to 2017/2018 Regional Surface Transportation Program (RSTP)/State Match and Exchange Funds.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute 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 \_\_\_\_ day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Supervisors

ATTEST:

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Jennifer Burns, Clerk of the  
Board of Supervisors, Amador County, California

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711



File : 10-AMA-0-CR  
X18-5926(062)  
2017/2018 Exchange and State  
Match Program

April 30, 2018

Mr. Aaron Brusatori  
Community Development Director  
Amador County  
810 Court Street  
Jackson, CA 95642

**RECEIVED**  
MAY - 1 2018  
TRANSPORTATION  
& PUBLIC WORKS

Subject: Optional Regional Surface Transportation Program (RSTP/RSTBGP) Federal Exchange and State Match Program for FY 2017/2018.

Dear Mr. Brusatori:

This letter serves to notify you of the opportunity to participate in the Optional RSTP/RSTBGP Federal Exchange and State Match Program for FY 2017/2018.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2018. The exchanged amount is based on your FFY 2017 apportionment including adjustments made to prior year RSTP/RSTBGP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

\*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact Amy Chieng of HQ Local Assistance at (916) 653-4334 no later than June 16, 2018.

\*Sign both copies of this agreement and return them to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. When we receive your signed agreements, they will be executed and one original will be returned to your agency.

\*Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact Amy Chieng at (916) 653-4334 if you have any questions.

Sincerely,

  
WINTON EMMETT, Chief  
Office of Project Implementation - North  
Division of Local Assistance

Enclosures

c: OLP AE Project Files  
(10) DLAE - Parminder Singh



FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM  
 CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 AMADOR  
 District County

Agreement No. X18-5926(062)  
 AMS Adv ID:1018000220

THIS AGREEMENT is made on \_\_\_\_\_, by the COUNTY of AMADOR, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$131,208.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2017/2018.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

**For Caltrans Use Only**

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
<i>Jessamine Pelos</i>	Accounting Officer	Date <i>4/23/2018</i>	\$ <i>196,812.00</i>

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

## II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$65,604.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2017/2018.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

## III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$196,812.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

#### F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized



DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF AMADOR

---

Office of Project Implementation  
Division of Local Assistance  
Date:

---

Chair, Board of Supervisors  
Date:



FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM  
 CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 AMADOR  
 District County

Agreement No. X18-5926(062)  
 AMS Adv ID:1018000220

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WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

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**For Caltrans Use Only**

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
<i>Jessamine Pelos</i>	Accounting Officer	Date <i>4/23/2018</i>	\$ <i>196,812.00</i>

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B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

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1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

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COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF AMADOR

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Office of Project Implementation  
Division of Local Assistance  
Date:

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Chair, Board of Supervisors  
Date:



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: June 12, 2018

## **SUBJECT**

Assessor: Agreement between County of Amador & Norman Dowler LLP 2018/19

## **Recommendation:**

Approve

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Assessor

## **ATTACHMENTS**

- [2018 Agreement.pdf](#)



AGREEMENT  
FOR  
SERVICES OF SPECIAL COUNSEL

(Property Tax Assessment Appeals and Litigation)

THIS AGREEMENT FOR SERVICES OF SPECIAL COUNSEL (the "Agreement" herein) is made and entered into effective as of this 1st day of July 2018, by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County" herein), and NORMAN DOWLER LLP and BRETT L. PRICE (collectively "Attorney" herein).

Recitals

WHEREAS, the Amador County Assessor ("Assessor" herein) requires advice and representation by special private counsel in connection with proceedings before the Amador County Board of Equalization (the "Board" herein) in relation to various applications for changed assessment now pending before the Board, which have been previously litigated before the Board, and which may be filed with the Board in the future (the "Appeals" herein), appeal(s) from determinations of the Board therein, resulting or related litigation and various other property tax matters;

WHEREAS, the Amador County Board of Supervisors, under the provisions of Section 31000 of the Government Code, is empowered to contract for such special legal services;

WHEREAS, the Amador County Board of Supervisors has determined that the Assessor should be advised and represented by special private counsel in proceedings before the Board, appeals therefrom, in resulting or related litigation, and in various other property tax matters because of actual, potential or apparent conflicts of interest, the complex and technical nature of such matters, and the skill, experience and competence of Attorney in relation to such matters; and,

WHEREAS, Attorney is specially trained, skilled, experienced, and competent to perform the special legal services required by the Assessor, and the Assessor desires to retain the services of Attorney pursuant to the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms contained herein, it is agreed as follows:

1. Term

The term of this Agreement shall be from July 1, 2018 through and including June 30, 2019, unless terminated earlier by the parties pursuant to the provisions of paragraph 11 herein.

2. Employment of Attorney

2.1 The County does hereby engage, retain and contract with Attorney to provide legal services as special counsel to the Assessor and/or the County, as the case may require, to advise and represent the Assessor in the Appeals before the Board or the State Board of Equalization and any resulting or related litigation; to advise and represent the Assessor and/or the County in any appeal therefrom or any action, proceeding, hearing or litigation related thereto; and, to advise and represent the

Assessor and/or the County in such other matters as the Assessor and/or the County may deem necessary or advisable.

2.2 Attorney accepts such employment and agrees to perform and provide the legal services required by this Agreement in accordance with the terms and conditions hereof. Attorney agrees to represent and advise the Assessor and/or the County in those matters assigned to Attorney by the Assessor and/or the County, as the case may be, to the best of Attorney's ability.

3. Legal Services

Attorney's services shall include prehearing research, discovery, pleadings, investigation, interviews, meetings, negotiations, advice, review of documents, records, transcripts and evidence, and preparation necessary to the full and effective presentation of the Assessor's and/or the County's case, as may be reasonable given the time allowed before the hearing of any matter assigned to Attorney, as well as representation of the Assessor during hearings and post-hearing proceedings before the Board and the Assessor and/or County before the Courts of the State of California or the State Board of Equalization concerning said matters and any litigation related thereto or resulting therefrom. Attorney shall provide such further services to the Assessor and/or County as may be incidental or related to the services expressly set forth in this paragraph, or as may be requested by the Assessor and/or the County, from time-to-time, in relation to any matter in which the Assessor and/or the County desires the assistance of Attorney.

4. Continuing Duty of Representation

This Agreement is drafted with a term to coincide with the annual appropriations cycle of County government. In the event that the services contemplated by this Agreement are not completed by June 30, 2018, the parties agree to execute a new agreement at that time to embrace the services remaining to be performed on the same terms and conditions as set forth herein, except that new hourly rates may be negotiated by the parties.

5. Compensation

In consideration for the services to be provided pursuant to this Agreement, the County shall pay to Attorney the following:

a. Fees for Professional Services

<u>Title</u>	<u>Rate</u>
Brett L. Price	\$275/hour
Senior Associates (4+ years experience)	\$225/hour
Associates (up to 4 years experience)	\$200/hour
Legal Assistants/Law Clerks	\$125/hour

Such rates shall apply to all services performed by Attorney, including, but not limited to, investigation, research, evaluation, consultation, travel, preparation, negotiation, meetings, pleadings, briefing, and appearances at proceedings before the Board, the State Board of Equalization and any Court(s).

b. Reimbursement of Costs

The County shall reimburse Attorney for all costs incurred or advanced by Attorney in providing the services herein described. Said costs shall include, but are not limited to, expenses for travel, lodging, meals, photocopies, long distance telephone calls, reporter's transcript(s) of all proceedings, filing fees, witness fees and costs for lay or expert witnesses, and such other costs as are reasonably necessary for the preparation, presentation or defense of the Appeals, any litigation resulting, related or incidental thereto, any appeal or litigation resulting or arising therefrom, and any other matter(s) for which Attorney is requested to provide services by the Assessor and/or the County.

6. Maximum Compensation

6.1 The County establishes a Budgetary Limit on this Agreement in the amount of Seventy-Five Thousand Dollars (\$75,000) (the "Budgetary Limit" herein) for services to be performed by Attorney pursuant to this Agreement. Both parties will adhere to the fiscal limitations of this Agreement, and no work shall be performed by Attorney which would cause his total billings to exceed this Budgetary Limit, except upon amendment of this Agreement, executed and approved by the parties. Once the Budgetary Limit is reached, Attorney shall have no contractual or ethical obligation to render further services or to incur further costs until an appropriate amendment to this Agreement is executed increasing said Budgetary Limit and Attorney shall not proceed or provide further legal services or costs unless an appropriate written amendment is entered into by the County and Attorney increasing said Budgetary Limit.

6.2 In keeping with County's desire to control costs, Attorney agrees to inform the Assessor at least thirty (30) days in advance of the time that Attorney estimates the services and costs provided hereunder may equal or exceed the Budgetary Limit. Such notice is to be provided in order to allow the parties adequate time to complete any evaluation or projection(s) which may be needed and to formulate an appropriate amendment of the Budgetary Limit payable under this Agreement. Attorney and County agree that, other than the Budgetary Limit, the terms and conditions set forth in this Agreement shall continue in full force and effect in the event that an amendment to this Agreement is necessary for the purpose of raising the Budgetary Limit.

7. Statement for Services Rendered

Attorney shall render monthly statements to the County for services rendered and costs incurred or advanced during the period of representation of Attorney. Such statements shall reasonably set forth the time spent by Attorney, a general statement of the work performed, and an itemization of costs incurred or advanced. Said statements shall be submitted to the Assessor for processing for payment and the Assessor shall take reasonable steps necessary to assure prompt payment of Attorney.

8. Records

Attorney shall keep accurate records of all time expended, the rates applicable to the time expended, and all costs incurred in the performance of this Agreement, and such records shall be subject to inspection and audit by the County at reasonable times. The parties acknowledge that Attorney's billing records contain privileged and confidential information concerning other clients of Attorney which is subject to the "Attorney-Client" privilege and is required to be kept in confidence by Attorney. In disclosing billing records in connection with any County audit, Attorney shall be entitled to withhold or mask any entry in the records provided for audit purposes which would relate to, identify or which would tend to identify any other client of Attorney, or which would disclose any work done for other clients of Attorney. This provision is intended by the parties to preserve the confidentiality of such other clients of Attorney and to prevent the exposure of Attorney and such other clients of Attorney to embarrassment, damage or loss.

9. Control of Board Proceedings

The Assessor shall have exclusive control of Attorney in providing legal services relating to matters before the Board or to which the Assessor is a party; provided, however, that Attorney shall determine the necessity of conducting discovery, investigation, research and preparation, including the nature and extent thereof, and the employment of experts so as to prepare adequately for the presentation of the Assessor's case. The final decision as to the assessment valuations and disposition of the proceedings shall be made by the Assessor. Neither the County Board of Supervisors nor the County Counsel shall have any control over Attorney in providing legal services to the Assessor under this Agreement.

10. Confidentiality

The Attorney's services, advice and representation shall be provided exclusively to the Assessor and/or the County, as the case may be; and all records, data, and information coming into Attorney's possession or knowledge from the County or the Assessor, his personnel or his appraisal consultants during the course of Attorney's performance of services hereunder, shall be maintained in strictest confidence, except as needed or required for case preparation or presentation, and shall not be disclosed or furnished to any person, firm, or agency without the express consent of the County or the Assessor, or upon the order of a court.

11. Termination

This Agreement may be terminated at any time by either party hereto upon the terminating party's giving ten (10) days' written notice of such termination to the other party; provided, however, that County shall not terminate this Agreement as to then pending proceedings without first notifying the Assessor of its intention nor until Attorney has had a reasonable opportunity to withdraw as counsel of record in all such then pending matters. In the event of termination by Attorney, the County and the Assessor shall be given sufficient notice to enable them to obtain the services of other counsel, and Attorney shall take appropriate steps to continue legal services to the Assessor and/or the County as

required to protect their interests until the services of other counsel are obtained. Upon termination or Attorney's withdrawal as counsel pursuant to the provisions of this Paragraph 11, Attorney shall receive final payment for all services rendered and costs incurred upon presentation of final statements to the Assessor or the County.

12. Conflict of Interest

12.1 The Assessor and/or the County will outline to Attorney the matters involved in the Appeals, any related litigation and in other matters assigned to Attorney and will identify the parties, business entities and consulting firms associated therewith, and Attorney will determine whether there will be a conflict with the Assessor's and/or the County's interests in providing legal services for and on behalf of the Assessor and/or the County under this Agreement.

12.2 In the event a presently unknown and unavoidable conflict does arise during the course of Attorney's employment, Attorney shall so notify the Assessor and/or the County, as the case may require, and unless the Assessor and/or the County shall consent to the continued representation by Attorney, Attorney shall withdraw as counsel for Assessor and/or the County as to the specific matter involving the conflict.

12.3 During the term of this Agreement, Attorney agrees not to undertake additional representation on behalf of other clients which would place Attorney in a position adverse to the Assessor.

13. Independent Contractor Status

It is understood and agreed that Attorney is herewith retained in the capacity of an independent contractor practicing its profession and not as an officer, employee or agent of the County or the Assessor; and that Attorney is acting as an independent contractor in the performance of any services, work, or duties to or for the Assessor and/or the County. Attorney shall not be entitled to participate in any pension plan, insurance plan, bonus, or other similar benefits which the Assessor or the County may provide to its employees.

14. Insurance and Indemnification

14.1 Attorney shall indemnify, hold harmless and defend the Assessor, the County, and its officers, agents and employees against any and all actions, claims, damages, losses or expenses, including reasonable attorney fees and costs, that may be asserted by any person or entity against the Assessor, the County or its officers, agents and employees for any injuries or other damages suffered by any such person or entity arising out of or in connection with any willful, deliberate or negligent act or omission of Attorney, its agents or employees, in the performance of its duties or obligations hereunder; but excluding liability resulting from any negligence or any willful or deliberate act, omission or misconduct of the Assessor, the County, or its officers, officials, agents, representatives and employees.

14.2 Attorney shall take out and maintain at all times during the life of this Agreement the following policies of insurance:

- a. Worker's Compensation Insurance: To cover Attorney's employees as required by the Labor Code of the State of California for Attorney's employees.
- b. Public Liability Insurance: Bodily injury and property damage insurance for all activities of Attorney, its employees, agents, and representatives, arising out of or in connection with this Agreement, written on a comprehensive general liability form including protective coverage, blanket contractual, complete operations, and employers' non-ownership liability coverage in an amount not less than One Million and no/100 Dollars (\$ 1,000,000.00) combined single limit bodily injury and property damage for each occurrence. Each such policy shall provide that Amador County be named as an additional insured for all liability arising out of operations by or on behalf of Attorney in the performance of this Agreement.
- c. Documentation: The following documentation of insurance shall be submitted to the County upon its request:
  - i. A certificate of insurance for Workers Compensation; and
  - ii. Certificates of insurance for liability insurance.

15. Compliance with Applicable Laws

In the performance of services pursuant to the terms and provisions of this Agreement, Attorney shall comply with all applicable federal, state, county and municipal laws, regulations, rules and ordinances, including, but not limited to, the Workers' Compensation laws of the State of California, and all applicable Federal, State, and Local laws, rules and regulations relating to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap.

16. Expert Consultants

The Assessor and the County recognize that it may be necessary to engage the services of expert consultants at the expense of the County in the evaluation, preparation, handling and presentation of the Assessor's case, and County agrees to consider Attorney's reasonable recommendations in that regard. The County itself may contract for such consultants' services, or authorize Attorney to enter into agreements for such services, in which event Attorney will be reimbursed by the County for all fees, costs and expenses so incurred.

17. Cooperation of Assessor

17.1 The Assessor recognizes that it is essential for his office to cooperate fully with Attorney in connection with the preparation and presentation of the Assessor's case by Attorney. In connection therewith, Assessor agrees to provide any and all data, information and documentation reasonably requested by Attorney and, further, to provide adequate personnel from the Assessor's Office to assist Attorney in the evaluation, preparation, handling and presentation of the matters assigned to Attorney.

17.2 The Assessor and the County further acknowledge and agree that, without prior authorization of Attorney, neither the Assessor, his staff nor his appraisal consultants shall provide any

applicant/taxpayer with information (oral or documentary) nor participate in discussions with applicant's'/taxpayers' representatives, attorneys and consultants except in the presence of or with the consent of Attorney. It is intended that this procedure will be in the best interests of the Assessor and the County in avoiding unnecessary misunderstandings and disputes over statements made outside of the proceedings and will allow Attorney to discharge its responsibilities as to the control of the proceedings in which the Assessor is adverse to the applicants/taxpayers.

18. Resolution of Billing and Payment Questions

In order to assist the parties in resolving any questions which may arise as the result of the presentation of any billing statement in this matter or to resolve any questions or problems with the payment of compensation on billing statements which are not disputed by the County, the County designates the Assessor, or his designee, as its contract administrator under this Agreement. Said contract administrator shall properly take all reasonable actions as may be necessary or appropriate to resolve any financial questions or disputes as may arise in the performance of this Agreement.

19. Assignment

Except as otherwise set forth herein, no party hereto shall assign or transfer any right, interest, duty or obligation under this Agreement without the written consent of the other; and no such assignment or transfer shall be of any force or effect, whatsoever, unless and until the other party shall have so consented.

20. Entire Agreement, Modification and Waivers

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions, whether oral or written, of the parties, including, among others, any and all prior Agreements For Special Legal Services entered into by and between the parties hereto; and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification, waiver, amendment or termination of this Agreement, or any provision thereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21. Attorneys' Fees

In the event of any action for breach or to enforce the provisions hereof, the prevailing party of such action shall be awarded all costs of enforcement of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

22. Notices

Any notices required or desired to be given hereunder shall be in writing and shall be effected by personal delivery or by registered or certified mail, return receipt requested. Notices delivered

personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after deposit in the United States mail, postage prepaid and properly addressed. Mailed notices shall be addressed as set forth below, unless otherwise specified in a notice given pursuant to this Paragraph 22 as the address for the service of notice:

County: James B. Rooney, Assessor  
County of Amador  
810 Court Street  
Jackson, CA 95642

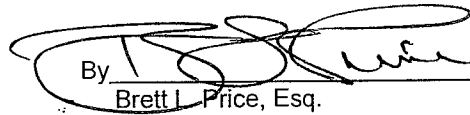
Attorney: Brett L. Price, Esq.  
Norman Dowler LLP  
840 County Square Drive  
Third Floor  
Ventura, CA 93003

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

COUNTY OF AMADOR

NORMAN DOWLER LLP &  
BRETT L. PRICE

By \_\_\_\_\_  
Chairman of the Amador County  
Board of Supervisors

By  \_\_\_\_\_  
Brett L. Price, Esq.

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
County Counsel, County of Amador

By \_\_\_\_\_  
James B. Rooney,  
Amador County Assessor



# Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: June 12, 2018

## **SUBJECT**

Behavioral Health: American Legion Ambulance Agreement FY 2018-19 through FY 2020-21.

## **Recommendation:**

Approve agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Return two signed agreements to Angie Grau

## **ATTACHMENTS**

- [American Legion Ambulance Memo 5-29-18.pdf](#)
- [American Legion Ambulance Agreement Final FY 18-19.pdf](#)
- [American Legion Ambulance Exempt Req 4.6.18 signed.pdf](#)
- [American Legion Ambulance Insurance certificates.pdf](#)

# BEHAVIORAL HEALTH DEPARTMENT

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10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •  
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors  
From: Melissa Cranfill, Behavioral Health Director *MC*  
Date: May 29, 2018  
RE: Agreement with American Legion Ambulance for a three year term FY 2018-2019 through FY 2020-2021

## Background:

Ambulance service is needed for Amador County clients in need of emergency psychiatric hospitalization.

## Key Issue:

The ambulance service is for emergency transport, it is necessary that the ambulance be at a close location for timely transport.

## Staff analysis:

It has been determined that this is the only ambulance service in Amador County.

Coordination of client transport for emergency psychiatric hospitalizations will be between the Amador County Sheriff's Department Dispatch Center, Amador County Behavioral Health and American Legion Ambulance per policy # 309.10 ( see attachment ).

## Recommendation/Request:

Approve the Agreement with American Legion Ambulance for a three year term FY 2018-2019 through FY 2020-2021

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### **309.10 Mental Health Transports**

#### Purpose:

American Legion Ambulance has contracted with Amador County Mental Health Department to provide mental health transports for their patients. It is the intent of the company to provide these services in a professional and safe manner.

#### Policy:

1. Mental Health will contact Amador County Sheriff's Department Dispatch Center (223-6513) for all mental health transports. Dispatch will contact the on duty supervisor (Medic 2, 267-0659) to advise them of the transport.
2. American Legion Ambulance supervisor will contact Amador County Mental Health Department and determine the following:
  - a) Patient is safe to transport via ambulance and is NOT physically violent and/or NOT a safety issue for the crew. If patient is unsafe to transport via ambulance, Supervisor to notify Amador County SO for transport.
  - c) If patient requires restraints, MVEMSA protocol shall be followed.
  - b) Verify with mental health evaluator that there is a receiving facility and room confirmation prior to transfer.
3. Mental Health Department will have a copy of the face sheet and transport orders upon arrival of ambulance at ER.

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2018 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and American Legion Ambulance, a California 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 Ambulance 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 ambulance 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 three years from July 1, 2018 through June 30, 2021. County 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 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
  - 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.
  - 5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
  
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 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.4 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.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference 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.
- 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall review at least monthly, pursuant to (42 CFR 455.436), any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.
11. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:

11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the

general aggregate limit shall be twice the required occurrence limit.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Consultant has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, ~~its officers, officials, employees, and volunteers. Any insurance or self-~~ insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.



- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 11.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. ~~However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.~~ The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. *Certificates and endorsements*

shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Angie Grau, Contract Administrator, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.

- 11.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. 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.
13. DOCUMENTS AND RECORDS.
- 13.1 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.



- 13.2 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.
- 13.3 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.
- 13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 13.5 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.

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

- 14.1 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).
- 14.2 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.

#### 15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Consultant acknowledges that it has 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. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

16. 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. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has 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 training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement 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 Health Services Department,  
Behavioral Health Division  
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.~~



17. 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: American Legion Ambulance  
Al Lennox, President  
P.O. Box 100  
Sutter Creek, CA 95685

To County: Amador County Health Services Department  
Behavioral Health Division  
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.

18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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.
24. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.


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

COUNTY OF AMADOR

CONTRACTOR:  
American Legion Ambulance , a California corporation

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

Lynn A. Morgan  
Board of Supervisors

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

Al Lennox, President

Federal I.D. No.: 94-0280870

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: \_\_\_\_\_

## ATTACHMENT A – SCOPE OF WORK

- a. The Contractor will be available twenty-four (24) hours per day, seven (7) days a week for the purpose of providing transportation for persons needing such service as determined by Behavioral Health Department staff.
- b. The Contractor will respond within one (1) hour of the first contact for “5150” transportation and will be able to deliver said client within two (2) hours of pickup to any facility as requested by staff unless this time frame is waived due to the location of the facility.
- c. Contractor will treat all Behavioral Health clients with the same consideration and professionalism as all other patients and/or patrons are treated.
- d. Contractor will submit invoices to the County Behavioral Health Department monthly by the 15<sup>th</sup> of the month.
- e. Contractor must maintain at all times complete detailed records with regarding work performed under this Agreement in a form acceptable to County. County had the right to inspect such records at any reasonable time. Contractor agrees to retain records for a minimum period of three (3) years after final payment has been made, or until all pending County, State and Federal audits have been completed, whichever occurs later.
- f. Contractor shall submit invoice for payment for transport, to patient’s insurance carrier and accept payment in full. If patient has no insurance coverage or patient’s insurance carrier denies payment, then Contractor will submit invoice to County for payment described in ATTACHMENT B.
- g. Contractor has the right to refuse transport if patient is violent or combative to the point where it is unsafe for the Contractors employees to transport the patient. Contractor will make its best effort to transport all patients.



## **ATTACHMENT B – FEE SCHEDULE**

**This Contract Shall Not Exceed Twelve Thousand Dollars (\$12,000.00) for a three year term of July 1, 2018 through June 30, 2021.**

- a. The County will pay all invoices within twenty (20) days of receipt.
- b. The County will reimburse the Contractor at a rate of \$107.16 per occurrence and \$3.55 per patient mile driven.
- c. The County will notify the Amador County Sheriffs dispatch center for all requests for transportation 24 hrs per day, 7 days a week.



**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for American Legion Ambulance (the "Contractor"), certifies as follows:

1. Contractor has received 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 41 U.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: 94-028087094-0280870

Printed Name: Al Lennox Date 5-17-18

Title: President

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 \_\_\_\_\_, 2018, made and entered into by and between the County of Amador and American Legion Ambulance, a California corporation (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby American Legion Ambulance, a California 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:

- I. 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
    - l. 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")

AMERICAN LEGION AMBULANCE, a  
California corporation (Business Associate")

By: Melissa Cranfill, LCSW  
Melissa Cranfill  
Director of Behavioral Health Department

By: Al Lennox  
Al Lennox, President

Date: 5-23-2018

Date: 5-17-18



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES  
CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL  
&  
DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

- 1. There is only one specific supply or service that can reasonably meet your needs.
- 2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Date of Request: 04/04/17

Contact Name: Angie Grau Phone: 223-6346

Estimated Total Cost: \$ 4000 per year for a 3 year term of \$12,000 total Proposed Vendor: American Legion Ambulance

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

X Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services
- Legal printing
- Legal services
- Emergency
- Existing public contract
- Insurance
- Existing contract
- Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

a. The requested product is an integral repair part or accessory compatible with existing equipment.

b. The requested product has unique design/performance specifications or quality requirements

that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary: \_\_\_\_\_

This contractor provides Ambulance service to Amador County clients in need of emergency psychiatric hospitalization. This contractor is the only ambulance service in Amador County. (Attachment A)

Coordination of client transport for emergency psychiatric hospitalizations will be between the Amador County Sheriff's Department Dispatch Center, Amador County Behavioral Health and American Legion Ambulance per policy # 309.10 Mental Health Transports from American Legion Ambulance (Attachment B).

3. Was an evaluation of other equipment, products, or services performed?  Yes  No

The ambulance service required is for emergency transport, it is necessary that the ambulance be at a close location for timely transport. This is the only ambulance service in Amador County. (Attachment A)

*If yes, please provide all supporting documentation.*

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

Angie Grau Administrative Technician

#### CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.



This form was completed by:

DEPARTMENT APPROVAL: Melissa C. Hill, CSW 4/4/18  
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 4/6/18  
Procurement Officer / Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/21/2018

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> Manassero Insurance Agency United Valley Insurance Ser 255 New York Ranch Rd., Suite A Jackson CA 95642		<b>CONTACT NAME:</b> Commercial Lines <b>PHONE (A/C, No, Ext):</b> (209) 223-2551 <b>FAX (A/C, No):</b> (209) 223-1973 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> American Legion Post No. 108, DBA: Ambulance Service PO Box 100 Sutter Creek CA 95685		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Alternative Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 2017-2018      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFISTR205765609	8/29/2017	8/29/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VFISCM105474509	8/29/2017	8/29/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist combined	\$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED:      RETENTION \$			VFISTR205765609	8/29/2017	8/29/2018	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 8,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The County of Amador, Its officers, Employees, representatives or agents are named as additional insured per the attached VGL101 (08/03) with respects to the General Liability

<b>CERTIFICATE HOLDER</b>  County Of Amador Angie Grau 10877 Conductor Blvd #300 Sutter Creek, CA 95685	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Robert Manassero/MLE
--	--





AMERLEG-02

KSHERBON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/17/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0757776 Der Manouel Insurance & Financial Services, Inc. 548 W Cromwell Ave Ste 101 Fresno, CA 93711 CONTACT NAME: Katie Sherbon, CISR PHONE (A/C, No, Ext): (559) 447-4600 342 FAX (A/C, No): (559) 447-4586 E-MAIL ADDRESS: ksherbon@dmig.com

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

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

CERTIFICATE HOLDER: County of Amador, 10877 Conductor Blvd Ste. 300, Sutter Creek, CA 95685. CANCELLATION: 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: Katie Sherbon

## EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this Insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

### SECTION I. COVERAGES

#### Coverage A. Bodily Injury and Property Damage Liability

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.



- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions Applicable to Coverage A

This insurance does not apply to:

- 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 expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.
- b. **Contractual Liability**  
 "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) That the insured would have in the absence of the contract or agreement; or
  - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
    - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- c. **Workers' Compensation and Similar Laws**  
 Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.
- d. **Employer's Liability**  
 "Bodily injury" to:
- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
  - (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
  - (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.
- This exclusion applies:
- (a) Whether the insured may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- This exclusion does not apply to liability assumed by the insured under an "insured contract".

e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
  - (a) At or from premises you own, rent or occupy; or
  - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
  - (a) The toxic properties of lead, or any material or substance containing lead; or
  - (b) Electromagnetic radiation; or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned 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 not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:
  - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
  - (b) Not powered by a motor; or
  - (c) A "personal watercraft".



i. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

- m. **Sexual Abuse**  
 "Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.
- n. **Professional Health Care Services**  
 Damages arising or allegedly arising out of providing or failing to provide "professional health care services".
- o. **Employment Practices**  
 "Bodily injury" or "property damage" arising out of your "employment practices".
- p. **Product Recall**  
 Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (1) "Your product";
  - (2) "Your work"; or
  - (3) "Impaired property";
 if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

## Coverage B. Personal and Advertising Injury Liability

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.
 No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C**.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions Applicable to Coverage B

This insurance does not apply to:

VGL101 (08/03)

GENERAL LIABILITY

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- a. **Knowing Violation of the Rights of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published with Knowledge of Its Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior to the Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**  
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**  
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Pollution**  
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**  
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**  
"Personal and advertising injury" arising out of your "employment practices".
- m. **Asbestos**

Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials

- n. **Lead, Electromagnetic Radiation, Nuclear**
  - (1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
    - (a) The toxic properties of lead, or any material or substance containing lead; or
    - (b) Electromagnetic radiation; or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
  - (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.
- o. **War**

"Personal and advertising injury", however caused, arising directly or indirectly out of:

  - (1) War, including undeclared or civil war; or
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- p. **Sexual Abuse**

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

### Coverage C. Professional Health Care Liability

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
- b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
  - (1) During the policy period; and
  - (2) In the "coverage territory".

#### 2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C** except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.



All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

- a. **Medical Command via Telecommunications Device**  
Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.
- b. **Criminal Acts**  
Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

## Coverage D. Medical Expense

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured.
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury on Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation and Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. **Athletic Activities**  
To a person injured while taking part in athletics.
- f. **Products – Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g. **Professional Health Care Services**  
To any person for "professional health care services" provided by you.
- h. **Coverage A**  
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

### Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 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.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. 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 \$300 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and



- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph 1. above, are no longer met.

## SECTION II. WHO IS AN INSURED

1. If you are:
  - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
  - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
  - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
  - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
  - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
  - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
  - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
  - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
  - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
  - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under **COVERAGE D**;
  - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under **COVERAGE B**; and
  - d. Damages under **COVERAGE C**;
 for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
  - a. Damages under **COVERAGES A** and **C**; and
  - b. Medical expenses under **COVERAGE D**;



because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to 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.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy 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 an Occurrence, Offense, Medical Incident, Claim or Suit

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

- (1) How, when and where the "occurrence", offense or "medical incident" 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", offense or "medical incident".

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.

- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
- f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

### 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; 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 volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, 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;
  - (d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;



- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
  - (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Representations**

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. The information is based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

7 **Transfer of Rights of Recovery Against Others To Us**

If the 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.

8. **When We Do Not Renew**

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V. DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All other parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Emergency operations" means actions:
  - a. Which are urgent responses for protection of property, human life, health or safety; and
  - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
  - c. Which are sanctioned by:
    - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
    - (2) An officer, volunteer member or "employee" of such organization.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
  - a. Failing to hire or refusing to hire;
  - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;



- c. Wrongful deprivation of a career opportunity, or failure to promote;
  - d. Wrongful discipline of volunteers or "employees";
  - e. Negligent evaluation of volunteers or "employees";
  - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
  - g. Failure to adopt adequate workplace or employment-related policies and procedures;
  - h. Harassment, including "sexual harassment"; or
  - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - (2) Your fulfilling the terms of the contract or agreement.
10. "Insured contract" means:
- 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
 but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
14. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;



- 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, or any other interference with real property rights;
  - d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication in any manner of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
18. "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
19. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
20. "Professional health care services" means:
- a. Providing medical or nursing services;
  - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
  - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
  - d. Handling of patients:
    - (1) From the place where they are accepted for movement into or onto the means of transport,
    - (2) During transport, and
    - (3) From the means of transport to the place where they are finally delivered;
  - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
  - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
  - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
21. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or



- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
22. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".
23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
  - The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
27. "Your product" means:
- Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - You;
    - Others trading under your name; or
    - A person or organization whose business or assets you have acquired; and
  - Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
28. "Your work" means:
- Work or operations performed by you or on your behalf; and
  - Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - The providing of or failure to provide warnings or instructions.



Dave Sheppard &lt;dsheppard@amadorgov.org&gt;

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## Credit Report Review

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Tacy Rouen <trouen@amadorgov.org>  
To: Dave Sheppard <dsheppard@amadorgov.org>

Wed, May 30, 2018 at 8:56 AM

Hi Dave,

I apologize that I had not gotten back to you on this. Based on my review of Mr. McCormick's Credit Report, I recommend approval.

Thank you,  
Tacy

Tacy Oneto Rouen  
Auditor-Controller  
Amador County  
810 Court Street  
Jackson, CA 95642  
(209) 223-6363

On Wed, May 30, 2018 at 7:32 AM, Dave Sheppard <dsheppard@amadorgov.org> wrote:  
Tacy,

Have you had a chance to review the Credit Report for Mr. McCormick?

Thanks, Dave

On Thu, May 24, 2018 at 8:09 AM, Dave Sheppard <dsheppard@amadorgov.org> wrote:  
Tacy,

Could you review the attached Credit Report and advise?

This is for the rental of a County Hangar with a rental rate of \$225.00 a month, they may also be renting a second hangar from the County in the near future for an additional \$225.00 a month.

Thank you,

Dave

David Sheppard  
Amador County Airport  
Manager  
(209) 223-2376

COMMUNITY HANGAR LICENSE AGREEMENT

This Community Hangar License Agreement ("License Agreement") is made and entered into as of \_\_\_\_\_, 2018, ("Effective Date") by and between the County of Amador, a political subdivision of the State of California ("County"), and Philip and Janet McCormick ("Licensees").

R E C I T A L S

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

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

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

1. **General Information for License.**

Licensee's Name: Philip and Janet McCormick

Mailing Address P.O. Box 21779, Barrigada, GU 96921

Aircraft Make and Model: Cessna 185

FAA Registration Number: N1322R

Name(s) of Registered Owners of Aircraft: Philip and Janet McCormick

P.O. Box 21779, Barrigada, GU 96921

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

Assigned Hangar: E-4

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

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



hangar lacks a means for providing bonding of the aircraft; and (d) hangar lacks partitions constructed of non-combustible materials;

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

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

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

5. **License Fee.**

(a) **Monthly Fee.** Licensee shall pay to County the sum of Two hundred twenty-five dollars and 20/100s (\$225.20). Said fee shall be payable in advance on or before the first day of each calendar month, except that the first month's fee shall be tendered upon execution of this License. The fee for partial months shall be prorated based on a thirty-day month.

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

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

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

In Person: Amador County Airport  
12380 Airport Road  
Jackson, California 95642

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

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

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

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

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

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

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

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

(a) Aircraft parking and storage in the Assigned Hangar.

(b) Parking of Licensee's and Licensee's guest's motor vehicles in the area designated by County for vehicle parking.

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

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

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

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

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

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

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

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



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

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

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

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

**11. Indemnity and Insurance.**

(a) Indemnification by Licensee. Licensee shall indemnify, defend (upon request of County) and hold harmless County and County’s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with Licensee’s use or occupancy of the Assigned Hangar, or Licensee’s use of the Airport or ownership or use of aircraft or hangar operations, or occurring at the Assigned Hangar during the term of this License or any time of occupancy of the Assigned Hangar by Licensee, unless such Claim arises out of the sole negligence or willful misconduct of County or its agents or employees.

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

hereinafter provided:

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

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

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

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

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

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

**12. Alterations to Assigned Hangar.** Licensee shall not make or cause to be made any alterations or improvements to the hangar, including alterations or modifications to the Assigned Hangar's electrical installations or equipment, without first securing the written consent of the GSA Director or his or her designee. The GSA Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with the Westover Field Rules and Regulations and all applicable building, zoning, and fire codes. Upon termination of this License Agreement, at the sole option of County: (1) the alterations or improvements shall become the property of the County and shall remain on the premises; or (2) Licensee shall remove all alterations or improvements and return the Assigned Hangar to the County in substantially the same condition as the hangar existed at the commencement of this License Agreement.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

At the sole option of the County, title to any other personal property remaining in the Assigned Hangar after the effective date of any termination shall become the property of the County, and under such circumstances, Licensee shall have no rights to said property and waives all ownership rights to said

property and any rights to notice under Section 1980, et seq. of the California Civil Code or any other provision of law relating to abandoned property.

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

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

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

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

**23. General Provisions.**

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

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

(c) Incorporation of Agreements and Amendments. This License contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This License may be modified only in a writing signed by both parties.

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

(e) Time of Essence. Time is hereby expressly declared to be the essence of this License and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this License.

(f) No Waiver. No waiver of any representation, warranty, covenant, term or condition of this License shall be deemed to imply or constitute a further waiver of the same or any other representation, warranty, covenant, term or condition of this License. Further, a waiver of any breach shall not be deemed to be a waiver of any subsequent breach. The subsequent acceptance of rent or any other

monetary amount hereunder by County shall not be deemed to be a waiver of any preceding breach of Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental or other monetary amount so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent.

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

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

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

COUNTY:

LICENSEE:

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

BY: Philip McCormick  
Philip McCormick

LICENSEE:

BY: Janet McCormick  
Janet McCormick

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR COUNTY  
COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** June 4, 2018

**SUBJECT:** Community Hangar License Agreement (Hgr. E-4)

**Background:** The Airport owns nineteen (19) aircraft storage hangars for privately owned aircraft. The rental income from these hangars brings in approximately \$4,100.00 a month to the Airport Enterprise Budget.

The Airport Policy and Procedure, for the County Hangar Waiting List (dated 5-13-2008) was used to determine the next available prospective tenant for this hangar. All three prospective tenants on the Hangar Waiting List declined the offer for the hangar. Mr. and Mrs. McCormick completed a Hangar Waiting List application and were offered the hangar and after inspection of the hangar, they were given the License Agreement for review and signatures as well as direction to provide a Credit Report as is required by the County's Credit Policy; the Auditor has reviewed and approved the applicant's credit information (attached).

**Subject or Key Issue:** Vacant County owned hangars reduce the income the Airport receives.

**Analysis:** After complying with the Hangar Waiting List Policy and Procedure, airport staff has identified a qualified tenant and recommends the Board of Supervisors authorize the Board Chair to sign the Hangar License Agreement (attached).

**Alternatives:** Do not sign the agreement.

**Fiscal or Staffing Impacts:** Reduction of Airport revenues if Agreement is not approved.

**4/5ths vote:** No

**Recommendation(s):** Approve the Agreement and authorize the Board Chair to sign the Hangar License Agreement.

c: Chuck Iley, CAO  
file



# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: June 12, 2018

## **SUBJECT**

General Services Administration: Community Hangar License Agreement (Hgr. E-5)

## **Recommendation:**

Approve the Agreement and authorize the Board Chair to sign the Hangar License Agreement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Chuck Iley, CAO

## **ATTACHMENTS**

- [McCormick Hangar E-5 Airport License Agreement 6.4.18.pdf](#)
- [McCormick Hangar E-5 Credit Report Review 6.4.18.pdf](#)
- [Memo E-5 Hangar License Agreement 5.30.18.pdf](#)

COMMUNITY HANGAR LICENSE AGREEMENT

This Community Hangar License Agreement ("License Agreement") is made and entered into as of \_\_\_\_\_, 2018, ("Effective Date") by and between the County of Amador, a political subdivision of the State of California ("County"), and Philip and Janet McCormick ("Licensees").

R E C I T A L S

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

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

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

1. **General Information for License.**

Licensee's Name: Philip and Janet McCormick

Mailing Address P.O. Box 21779, Barrigada, GU 96921

Aircraft Make and Model: Tarbert Walter Air Cam

FAA Registration Number: N712AC

Name(s) of Registered Owners of Aircraft: Philip and Janet McCormick

P.O. Box 21779, Barrigada, GU 96921

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

Assigned Hangar: E-5

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

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

hangar lacks a means for providing bonding of the aircraft; and (d) hangar lacks partitions constructed of non-combustible materials;

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

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

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

5. **License Fee.**

(a) **Monthly Fee.** Licensee shall pay to County the sum of Two hundred twenty-five dollars and 20/100s (\$225.20). Said fee shall be payable in advance on or before the first day of each calendar month, except that the first month's fee shall be tendered upon execution of this License. The fee for partial months shall be prorated based on a thirty-day month.

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

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

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

In Person: Amador County Airport  
12380 Airport Road  
Jackson, California 95642

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

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

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

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

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

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

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

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

- (a) Aircraft parking and storage in the Assigned Hangar.



(b) Parking of Licensee's and Licensee's guest's motor vehicles in the area designated by County for vehicle parking.

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

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

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

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

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

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

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

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

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

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

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

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

**11. Indemnity and Insurance.**

(a) Indemnification by Licensee. Licensee shall indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with Licensee's use or occupancy of the Assigned Hangar, or Licensee's use of the Airport or ownership or use of aircraft or hangar operations, or occurring at the Assigned Hangar during the term of this License or any time of occupancy of the Assigned Hangar by Licensee, unless such Claim arises out of the sole negligence or willful misconduct of County or its agents or employees.

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

hereinafter provided:

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

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

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

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

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

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

**12. Alterations to Assigned Hangar.** Licensee shall not make or cause to be made any alterations or improvements to the hangar, including alterations or modifications to the Assigned Hangar's electrical installations or equipment, without first securing the written consent of the GSA Director or his or her designee. The GSA Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with the Westover Field Rules and Regulations and all applicable building, zoning, and fire codes. Upon termination of this License Agreement, at the sole option of County: (1) the alterations or improvements shall become the property of the County and shall remain on the premises; or (2) Licensee shall remove all alterations or improvements and return the Assigned Hangar to the County in substantially the same condition as the hangar existed at the commencement of this License Agreement.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

At the sole option of the County, title to any other personal property remaining in the Assigned Hangar after the effective date of any termination shall become the property of the County, and under such circumstances, Licensee shall have no rights to said property and waives all ownership rights to said

property and any rights to notice under Section 1980, et seq. of the California Civil Code or any other provision of law relating to abandoned property.

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

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

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

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

**23. General Provisions.**

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

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

(c) Incorporation of Agreements and Amendments. This License contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This License may be modified only in a writing signed by both parties.

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

(e) Time of Essence. Time is hereby expressly declared to be the essence of this License and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this License.

(f) No Waiver. No waiver of any representation, warranty, covenant, term or condition of this License shall be deemed to imply or constitute a further waiver of the same or any other representation, warranty, covenant, term or condition of this License. Further, a waiver of any breach shall not be deemed to be a waiver of any subsequent breach. The subsequent acceptance of rent or any other

monetary amount hereunder by County shall not be deemed to be a waiver of any preceding breach of Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental or other monetary amount so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent.

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

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

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

COUNTY:

LICENSEE:

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

BY: Philip McCormick  
Philip McCormick

LICENSEE:

BY: Janet McCormick  
Janet McCormick

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR COUNTY  
COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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



Dave Sheppard <dsheppard@amadorgov.org>

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## Credit Report Review

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Tacy Rouen <trouen@amadorgov.org>  
To: Dave Sheppard <dsheppard@amadorgov.org>

Wed, May 30, 2018 at 8:56 AM

Hi Dave,

I apologize that I had not gotten back to you on this. Based on my review of Mr. McCormick's Credit Report, I recommend approval.

Thank you,  
Tacy

Tacy Oneto Rouen  
Auditor-Controller  
Amador County  
810 Court Street  
Jackson, CA 95642  
(209) 223-6363

On Wed, May 30, 2018 at 7:32 AM, Dave Sheppard <dsheppard@amadorgov.org> wrote:  
Tacy,

Have you had a chance to review the Credit Report for Mr. McCormick?

Thanks, Dave

On Thu, May 24, 2018 at 8:09 AM, Dave Sheppard <dsheppard@amadorgov.org> wrote:  
Tacy,

Could you review the attached Credit Report and advise?

This is for the rental of a County Hangar with a rental rate of \$225.00 a month, they may also be renting a second hangar from the County in the near future for an additional \$225.00 a month.

Thank you,

Dave

David Sheppard  
Amador County Airport  
Manager  
(209) 223-2376



# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** May 30, 2018

**SUBJECT:** Community Hangar License Agreement (Hgr. E-5)

**Background:** The Airport owns nineteen (19) aircraft storage hangars for privately owned aircraft. The rental income from these hangars brings in approximately \$4,100.00 a month to the Airport Enterprise Budget.

The Airport Policy and Procedure, for the County Hangar Waiting List (dated 5-13-2008) was used to determine the next available prospective tenant for this hangar. All three prospective tenants on the Hangar Waiting List declined the offer for the hangar. Mr. and Mrs. McCormick completed a Hangar Waiting List application and were offered the hangar and after inspection of the hangar, they were given the License Agreement for review and signatures as well as direction to provide a Credit Report as is required by the County's Credit Policy; the Auditor has reviewed and approved the applicant's credit information (attached).

**Subject or Key Issue:** Vacant County owned hangars reduce the income the Airport receives.

**Analysis:** After complying with the Hangar Waiting List Policy and Procedure, airport staff has identified a qualified tenant and recommends the Board of Supervisors authorize the Board Chair to sign the Hangar License Agreement (attached).

**Alternatives:** Do not sign the agreement.

**Fiscal or Staffing Impacts:** Reduction of Airport revenues if Agreement is not approved.

**4/5ths vote:** No

**Recommendation(s):** Approve the Agreement and authorize the Board Chair to sign the Hangar License Agreement.

c: Chuck Iley, CAO  
file

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: June 12, 2018

## **SUBJECT**

General Services Administration: Community Hangar License Agreement (Hgr. C-3)

## **Recommendation:**

Approve the Agreement and authorize the Board Chair to sign the Hangar License Agreement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Chuck Iley, CAO

## **ATTACHMENTS**

- [Memo Hangar C-3 License Agreement 6.4.18 \(2\).pdf](#)
- [Randall Hangar C-3 Airport License Agreement 6.4.18.pdf](#)
- [Randall Hangar C-3 Credit Report Review 6.4.18.pdf](#)

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** June 4, 2018

**SUBJECT:** Community Hangar License Agreement (Hgr. C-3)

**Background:** The Airport owns nineteen (19) aircraft storage hangars for privately owned aircraft. The rental income from these hangars brings in approximately \$4,100.00 a month to the Airport Enterprise Budget.

The Airport Policy and Procedure, for the County Hangar Waiting List (dated 5-13-2008) was used to determine the next available prospective tenant for this hangar. There are currently two (2) prospective tenants on the Hangar Waiting List, and each of these prospective tenants declined the offer for the hangar. Mrs. Randall completed a Hangar Waiting List application and was offered the hangar and after inspection of the hangar, they were given the License Agreement for review and signatures as well as direction to provide a Credit Report as is required by the County's Credit Policy; the Auditor has reviewed and approved the applicant's credit information (attached).

**Subject or Key Issue:** Vacant County owned hangars reduce the income the Airport receives.

**Analysis:** After complying with the Hangar Waiting List Policy and Procedure, airport staff has identified a qualified tenant and recommends the Board of Supervisors authorize the Board Chair to sign the Hangar License Agreement (attached).

**Alternatives:** Do not sign the agreement.

**Fiscal or Staffing Impacts:** Reduction of Airport revenues if Agreement is not approved.

**4/5ths vote:** No

**Recommendation(s):** Approve the Agreement and authorize the Board Chair to sign the Hangar License Agreement.

c: Chuck Iley, CAO  
file

COMMUNITY HANGAR LICENSE AGREEMENT

This Community Hangar License Agreement ("License Agreement") is made and entered into as of \_\_\_\_\_, 2018, ("Effective Date") by and between the County of Amador, a political subdivision of the State of California ("County"), and Claudia Randall ("Licensee").

RECITALS

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

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

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

1. **General Information for License.**

Licensee's Name: Claudia Randall

Mailing Address 14385 Ridge Road

Aircraft Make and Model: Piper Tri-Pacer

FAA Registration Number: N1230C

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

\_\_\_\_\_

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

Assigned Hangar: C-3

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

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



hangar lacks a means for providing bonding of the aircraft; and (d) hangar lacks partitions constructed of non-combustible materials;

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

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

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

5. **License Fee.**

(a) **Monthly Fee.** Licensee shall pay to County the sum of Two hundred seventeen dollars and 89/100s (\$217.89). Said fee shall be payable in advance on or before the first day of each calendar month, except that the first month's fee shall be tendered upon execution of this License. The fee for partial months shall be prorated based on a thirty-day month.

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

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

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

In Person: Amador County Airport  
12380 Airport Road  
Jackson, California 95642

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

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

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

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

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

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

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

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

(a) Aircraft parking and storage in the Assigned Hangar.

(b) Parking of Licensee's and Licensee's guest's motor vehicles in the area designated by County for vehicle parking.

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

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

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

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

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

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

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

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

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

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

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

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

**11. Indemnity and Insurance.**

(a) Indemnification by Licensee. Licensee shall indemnify, defend (upon request of County) and hold harmless County and County’s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with Licensee’s use or occupancy of the Assigned Hangar, or Licensee’s use of the Airport or ownership or use of aircraft or hangar operations, or occurring at the Assigned Hangar during the term of this License or any time of occupancy of the Assigned Hangar by Licensee, unless such Claim arises out of the sole negligence or willful misconduct of County or its agents or employees.

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



hereinafter provided:

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

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

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

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

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

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

**12. Alterations to Assigned Hangar.** Licensee shall not make or cause to be made any alterations or improvements to the hangar, including alterations or modifications to the Assigned Hangar's electrical installations or equipment, without first securing the written consent of the GSA Director or his or her designee. The GSA Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with the Westover Field Rules and Regulations and all applicable building, zoning, and fire codes. Upon termination of this License Agreement, at the sole option of County: (1) the alterations or improvements shall become the property of the County and shall remain on the premises; or (2) Licensee shall remove all alterations or improvements and return the Assigned Hangar to the County in substantially the same condition as the hangar existed at the commencement of this License Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

At the sole option of the County, title to any other personal property remaining in the Assigned Hangar after the effective date of any termination shall become the property of the County, and under such circumstances, Licensee shall have no rights to said property and waives all ownership rights to said

property and any rights to notice under Section 1980, et seq. of the California Civil Code or any other provision of law relating to abandoned property.

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

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

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

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

**23. General Provisions.**

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

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

(c) Incorporation of Agreements and Amendments. This License contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This License may be modified only in a writing signed by both parties.

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

(e) Time of Essence. Time is hereby expressly declared to be the essence of this License and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this License.

(f) No Waiver. No waiver of any representation, warranty, covenant, term or condition of this License shall be deemed to imply or constitute a further waiver of the same or any other representation, warranty, covenant, term or condition of this License. Further, a waiver of any breach shall not be deemed to be a waiver of any subsequent breach. The subsequent acceptance of rent or any other



monetary amount hereunder by County shall not be deemed to be a waiver of any preceding breach of Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental or other monetary amount so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent.

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

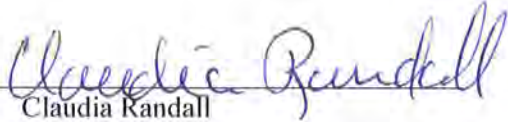
(h) Survival. All representations and warranties of Licensee shall survive termination of this License.

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

COUNTY:

LICENSEE:

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

BY:   
Claudia Randall

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR COUNTY  
COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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



Dave Sheppard <dsheppard@amadorgov.org>

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## Claudia Credit Report

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Tacy Rouen <trouen@amadorgov.org>  
To: Dave Sheppard <dsheppard@amadorgov.org>

Mon, Jun 4, 2018 at 4:07 PM

Hi Dave,

Based on my review of Ms. Randall's Credit Report, I recommend approval.

Thank you,  
Tacy

Tacy Oneto Rouen  
Auditor-Controller  
Amador County  
810 Court Street  
Jackson, CA 95642  
(209) 223-6363

[Quoted text hidden]

# Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: June 12, 2018

## **SUBJECT**

Sheriff's Office: California Department of Boating and Waterways fiscal year 18/19 agreement with the Amador County Sheriff's Office to provide boating safety and enforcement within the County of Amador. This is an annual agreement wherein the state provides funding for the marine safety program managed by the Amador County Sheriff's Office on navigable waterways within Amador County. The funding amount for fiscal year 18/19 has been set by the state at \$104,136.00.

## **Recommendation:**

Approve agreement. Authorize Chairman's signature.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Return to ACSO

## **ATTACHMENTS**

- [DBAW.FY1819.pdf](#)



**Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2018*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF AMADOR*, hereinafter called "Agency";

**WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2018-2019** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

**I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

**II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

**III. Payments**

A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$104,136.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.



- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_monthly **OR** \_\_\_quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

*Ms. Joanna Andrade  
 Department of Parks and Recreation  
 Division of Boating and Waterways  
 One Capitol Mall, Suite 500  
 Sacramento, CA 95814*

***TO AGENCY***

*Amador County Sheriff's Department  
 700 Court Street  
 Jackson, CA 95642*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2018**, and ending **June 30, 2019**.

**VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

**VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

**X. Special Provisions**

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

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

CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION, DIVISION OF BOATING AND  
WATERWAYS

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

*California Department of Parks and Recreation,  
Division of Boating and Waterways*

Date: \_\_\_\_\_

“Department”

COUNTY OF AMADOR

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“Agency”

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: June 12, 2018

## **SUBJECT**

Amador Water Agency: Approval of Amendment No. 2 to Amended and Restated Agreement Among Amador Water Agency, Amador County and East Bay Municipal Utility District concerning the Amador Water System Transmission Project.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk, AWA

## **ATTACHMENTS**

- [Amador Water System Transmission Project\\_Amendment No. 2.pdf](#)

**AMENDMENT NO. 2  
TO AMENDED AND RESTATED AGREEMENT AMONG  
AMADOR WATER AGENCY, AMADOR COUNTY AND EAST BAY MUNICIPAL  
UTILITY DISTRICT CONCERNING THE AMADOR WATER SYSTEM  
TRANSMISSION PROJECT**

THIS AMENDMENT NO. 2 is made by and among Amador Water Agency (“AWA”), East Bay Municipal Utility District (“EBMUD”) and Amador County (“County”) to the Amended and Restated Agreement Among Amador Water Agency, Amador County and East Bay Municipal Utility District Concerning the Amador Water System Transmission Project. AWA, the County and EBMUD are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, on or about August 16, 2000, the Parties entered into the Amended and Restated Agreement Among Amador Water Agency, Amador County and East Bay Municipal Utility District Concerning the Amador Water System Transmission Project, which agreement was amended by Amendment No.1 on June 28, 2004 (collectively the “Amended and Restated Agreement”);

WHEREAS, the Parties agree that by December 31, 2022 each Party will have received a reasonable benefit as anticipated by the Amended and Restated Agreement and, as a result, by that date the intent and the conditions of that agreement will have been satisfied; and

WHEREAS, the Parties desire to further amend the Amended and Restated Agreement to provide a defined end date as set forth below.

NOW, THEREFORE, the Parties hereto mutually agree to enter into this Amendment No. 2 to amend the Amended and Restated Agreement as follows:

1. Amendment to Paragraph 16 of the Amended and Restated Agreement.

Paragraph 16 of the Amended and Restated Agreement shall be amended to read as follows: “This Agreement shall be effective on the date that this Agreement is fully executed and shall terminate on December 31, 2022.”



2. Effective Date.

This Amendment No. 2 to the Amended and Restated Agreement shall be effective on the date that this Amendment No. 2 is fully executed and shall remain in effect until the Amended and Restated Agreement is terminated as provided herein.

3. Effect on Amended and Restated Agreement.

Except as specifically provided herein, the Amended and Restated Agreement, and each of its terms and conditions, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as follows:

AMADOR WATER AGENCY

Dated: 5/10/18

By:   
President, Board of Directors

ATTEST:

  
Clerk, Board of Directors

EAST BAY MUNICIPAL UTILITY DISTRICT

Dated: 05.03.2018

By:   
General Manager

APPROVED AS TO FORM:

FSE  
Office of General Counsel

AMADOR COUNTY

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

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

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: June 12, 2018

## **SUBJECT**

General Services Administration: RFP 18-09 Contract Services for Independent Living Program (ILP)

## **Recommendation:**

1) Award RFP 18-09 to Nexus Youth & Family Services for Contract Services for the Independent Living Program in an amount not to exceed \$33,000.00 for fiscal year 2018/2019, and 2) Authorize the Chairman to execute an agreement based upon the attached sample agreement and proposal submitted by Nexus Youth & Family Services contingent upon the Health and Human Services Director completion of said agreement and County Counsel's approval.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Chuck Iley, CAO; Greg Gillott, County Counsel; James Foley, Health and Human Services Director; Anne Watts, Program Manager

## **ATTACHMENTS**

- [RFP 18-09 ILP Memo to Board regarding recommendations 5.16.18.pdf](#)
- [18-09 RFP RECEIPT LOG 4.24.18.pdf](#)
- [Nexus ILP RFP 4.24.18.pdf](#)
- [RFP 18-09 ILP Evalaution Notes 5.16.18.pdf](#)
- [RFP 18-09 Sample Agreement 3.18.18.pdf](#)



## GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)

### MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** May 16, 2018

**RE:** RFP 18-09 Contract Services for Independent Living Program (ILP)

On Thursday, April 26, 2018 at 1:30 PM Amador County Request for Proposals, RFP 18-09 was received, opened and read publicly for Contract Services for the Independent Living Program. In addition to our legal ads and posting on Public Purchase, two (2) local firms were provided an invitation, yet only one (1) firm responded to the solicitation; Nexus Youth & Family Services located in Jackson, CA. Of the 898 firms sent notifications via Public Purchase, thirty four (34) accessed the information.

An Evaluation Committee was formed consisting of three (3) staff members from Social Services which evaluated the single proposal submitted. The Committee determined the proposal from Nexus Youth & Family Services meets the RFP requirements and is acceptable. Attached for reference is the RFP Receipt Log and the Evaluation Committee's notes.

No interviews were conducted as the information provided by the proposer was sufficient to determine recommending award of the contract. The contract is anticipated for a three (3) year period. Cost for fiscal years 19/20 & 20/21 will be evaluated by Social Services and reviewed by General Services and County Counsel to determine if any future terms, conditions or increases are reasonable. Any change in future fiscal years will be provided to the Board for approval in accordance with Policy 1-310.

Based upon the Committee's review, the Committee submits the follow recommendation.

---

**Recommendation:** **1)** Award RFP 18-09 to Nexus Youth & Family Services for Contract Services for the Independent Living Program in an amount not to exceed \$33,000.00 for fiscal year 2018/2019, and **2)** Authorize the Chairman to execute an agreement based upon the attached sample agreement and proposal submitted by Nexus Youth & Family Services contingent upon the Health and Human Services Director completion of said agreement and County Counsel's approval.

Attachments: RFP Receipt Log & Evaluation Notes  
Nexus Youth & Family Services Proposal Dated April 24, 2018  
Sample Agreement

Cc: Chuck Iley, CAO  
Greg Gillott, County Counsel  
James Foley, Health and Human Services Director  
Anne Watts, Program Manager  
file



**GENERAL SERVICES ADMINISTRATION**

**Purchasing Division**

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6375 FAX: (209) 223-0749



**BID/REQUEST FOR PROPOSAL RECEIPT LOG**

**Bid/RFP Solicitation No. RFP 18-09**

Project Title: CONTRACT SERVICES FOR INDEPENDENT LIVING PROGRAM (ILP)

BID/RFP DUE DATE: 4/26/2018

DUE TIME: 1:30

FACILITATOR: SOCIAL SERVICES

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Item	Submittal
1	Vendor Name: <u>Nexus Youth &amp; Family Services</u> Address: <u>621 New York Ranch Rd Jackson, CA 95642</u> Date/Time Received: <u>4/25/18 1:54</u> Received By: <u>B. Felena</u>	<u>ORIGINAL</u> <u>3-COPIES</u> <u>1-ELECTRONIC</u> <u>SEALED COST PROPOSAL</u>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____	<u>ORIGINAL</u> <u>3-COPIES</u> <u>1-ELECTRONIC</u> <u>SEALED COST PROPOSAL</u>	_____ _____ _____ _____
3	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____	<u>ORIGINAL</u> <u>3-COPIES</u> <u>1-ELECTRONIC</u> <u>SEALED COST PROPOSAL</u>	_____ _____ _____ _____
4	Vendor Name: _____ Address: _____ Date/Time Received: _____ Received By: _____	<u>ORIGINAL</u> <u>3-COPIES</u> <u>1-ELECTRONIC</u> <u>SEALED COST PROPOSAL</u>	_____ _____ _____ _____



**Proposal for Contract Services**  
**RFP No. 18-09**  
**Independent Living Program (ILP)**

Submitted by:  
Tara Parker, Director of Grants Administration  
Nexus Youth & Family Services  
621 New York Ranch Rd  
Jackson, CA 95642  
(209) 257-1980 x 106

April 24, 2018



**Transmittal Letter**  
RFP No. 18-09  
Independent Living Program (ILP)

**Legal Name of Agency:** Nexus Youth & Family Services

**Agency Address:** 621 New York Ranch Rd.  
Jackson, CA 95642

**Proposal Contact Person:** Tara Parker, Director of Grants Administration

**Address:** 621 New York Ranch Rd.  
Jackson, CA 95642

**Email:** tparker@nexusyfs.org

**Telephone Number:** (209) 257-1980 x 106



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Tara Parker, Director of Grants Administration

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**Statement of Agreement**

The Nexus Director of Grants Administration has reviewed the sample agreement attached as Exhibit A to the RFP and attests by her signature on the transmittal letter that Nexus is not requesting any exceptions or changes.

***Executive Summary***

Nexus Youth & Family Services (Nexus) is requesting \$33,000 from the Amador County Department of Social Services to implement a comprehensive Independent Living Program in Amador County. The proposed ILP program will provide training, services, and programs to assist current and former Juvenile Probation and Child Welfare foster youth to achieve self-sufficiency prior to and after leaving the foster care system. The goal of the Nexus ILP program will be to provide identified youth with opportunities to build skills which will enable them to live on their own more confidently and better prepared for the challenges that adulthood brings. Giving these young people a helping hand today breaks the cycle of abuse tomorrow by providing hope for a better future. Within the proposed ILP program, Nexus will provide life skills instruction and case management in collaboration with volunteer experts from the community and peer mentors. Nexus staff and volunteers will deliver a well-designed, effective program that will meet the unique needs of rural foster care youth, non-minor dependents, and emancipated youth. From July 1, 2018 through June 30, 2019, the Nexus ILP program will provide services to targeted youth referred by the Amador County Department of Social Services and Amador County Probation Department.

Together with a team of local partners, Nexus will offer participating youth individual support and guidance through a range of activities, classes, and field trips. Youth will set their own personal goals, build the skills necessary to achieve those goals, and earn incentives for attendance, participation, and completion of ILP skill-building assignments. Included in the Nexus ILP curriculum will be topics such as financial literacy, higher education, employment strategies, health and nutrition, computer literacy, substance abuse prevention, emotional and mental health, daily living and parenting skills. Most activities and classes will be offered at the Nexus Youth Zone located at the Nexus office in Jackson. This designated space is youth-

friendly and confidential, and allows access to conference and kitchen facilities for instruction and demonstrations. The Nexus Youth Zone also includes access to a “store” specifically designed for participants to acquire items using an “ILP Bucks” system of earned incentives. Items available for participants will include clothing as well as household and personal goods. Nexus will stock the “store” with items donated from local businesses and purchased by Nexus using program donations and fundraising revenues. To maximize attendance and affect positive outcomes for participating youth, Nexus staff will provide transportation to and from ILP services. Through a combination of intentional, intensive life skills instruction and peer support, Nexus will offer every eligible foster youth over 40 hours of ILP services each year.

Nexus is uniquely qualified to implement Amador County’s ILP program and meets all RFP requirements. Nexus management and staff have multiple years of experience directly facilitating a high quality and successful local ILP program, including providing meaningful, practical instruction and monitoring program data collection required to effectively assess and ensure benchmark progress and positive client outcomes. Nexus staff are respected by and have built solid relationships with the Amador County Department of Social Services, Amador County Probation Department, Amador County Superior Court, local schools, and businesses. Our staff serve as leaders in developing new services to meet changing community needs. We will leverage all of our community connections, existing programs, and staff expertise to provide ILP services efficiently and effectively.

### **Scope of Work/Services**

Nexus Youth & Family Services is qualified and has the expertise to implement an exceptional Independent Living Program that meets and exceeds the standards and expectations required by the funder. Nexus staff have the experience, education, and training to provide the comprehensive services outlined in this proposal. **Nexus does not anticipate any constraints in**

**providing the services described herein.** All proposed activities, objectives, strategies and intended outcomes meet the requirements and services described in the RFP.

Nexus will utilize ILP funding to plan, coordinate, implement, and evaluate comprehensive programming designed to assist targeted youth in achieving self-sufficiency prior to and after leaving the foster care system. Program components will include the following

**objectives/strategies:**

***Work Plan***

**1) Life Skills Instruction** – The Nexus ILP Coordinator will continue to provide intentional and comprehensive services for eligible present and former foster youth. In order to maintain the high standards and program quality continuously exemplified by Nexus, ILP staff will conduct ongoing informal and formal assessments, including the Ansell-Casey, to determine the current needs of foster youth within the community. Building on our positive, constructive relationships with program partners (including social workers, foster family agencies, foster families, and foster youth), Nexus will utilize their feedback as well to design relevant program materials, an annual project timeline, and a schedule of core ILP classes, presentations, and activities.

The Nexus ILP program approach to working with youth always includes clear and consistent communication with families. Outreach to families currently enrolled in the program and new to ILP will begin in July and be ongoing and continuous throughout the year. Families and youth will be asked for their feedback as we plan and provide effective, meaningful services. We will make it our mission to facilitate ongoing communication with each youth and their family to build rapport and enhance program engagement.

Together with a team of local partners, Nexus will offer participating youth individual support and guidance through a range of activities, classes, and field trips. Trained in *The 40*

*Developmental Assets*, Nexus staff will deliver services utilizing a strengths-based approach



designed to build the assets which enable young people to develop into successful and contributing adults. Direct instruction will be offered twice monthly from September through May. Classes will be offered at the Nexus Youth Zone in Jackson and field trip locations will be determined by individual participant needs and goals. Additional activities may take place at the Nexus Family Resource Centers located in Ione, Camanche, and Pine Grove depending on the class topic or event. Some of the subjects that will be offered include:

- Developing personal portfolios
- Daily living skills
- Money management
- Decision making
- Building on self-esteem
- Financial assistance with college or vocational schools
- Educational/community resources
- Housing (Transitional Housing)
- Employment/vocational training
- Job skills and resume writing
- Obtaining high school diploma
- College planning and preparation
- Career exploration
- Substance abuse prevention
- Public health services
- Assistance with retrieving vital documents
- Health and nutrition
- Parenting skills
- Transportation
- Community involvement and civic engagement
- Assistance with AB12/THP+FC programs
- Mental health awareness
- Suicide prevention
- Exploring values vs. valuables
- Bullying and cyber-bullying

In addition, Nexus will provide the *Friend2Friend* online interactive learning module as a practical introduction to mental health and wellness that gives youth an opportunity to learn about mental health, reduce stigma, recognize the signs of psychological distress in peers, build skills to access services, and practice asking directly about suicide.

Nexus will utilize the following curricula to facilitate and augment ILP life skills

instruction:

- **My Lifeplan:** This is a curriculum developed by the Lifeplan Institute and sponsored by the California Mentor Foundation to help young people develop goals and learn a variety of life skills with an interactive approach for small groups. Youth develop their own road map for future goals in areas such as community service, character development, academic support, health and nutrition, career planning, and financial literacy.
- **Project SUCCESS:** This is an evidence-based prevention program which addresses drug and alcohol resistance and social competency skills such as communication, decision-making, stress and anger management, problem solving, and resisting peer pressure.
- **One Circle Foundation:** This is a structured strengths-based group approach to promote safe and healthy passage through teen years with gender-responsive models which promote resiliency, positive decision-making skills, and healthy lifestyles and relationships.
- **FDIC Money Smart for Young Adults:** This is a financial literacy curriculum which helps youth ages 12 to 20 learn the basics of handling their money and finances, including how to create positive relationships with financial institutions.
- **The 40 Developmental Assets:** This is a checklist of external and internal assets shown to help youth develop into contributing members of society.

In order to increase the external supports and internal strengths youth need to grow up successfully, the Nexus ILP Coordinator will continue to organize periodic field trips designed to expose program participants to a variety of experiences and opportunities including career, vocational, volunteer, or scholastic settings where they are actively and cognitively engaged. Field trip destinations may include college campuses, technical schools, military recruitment centers, non-profit agencies, and team-building events. Nexus will connect foster youth who are entering or currently attending a California State University campus with the *Guardian Scholars Program*. This program supports current and former foster youth who are college bound by providing access to financial aid and other supplemental services, maintaining a support network that promotes student academic success, and connecting students with their potential to become productive citizens.

In addition, Nexus staff will assist foster youth who are entering or currently attending community college with applying for EOPS (Extended Opportunities Programs & Services) resources. EOPS is a student support services program that provides special recruitment, retention, and transition services. Services may include assistance in the following areas: priority enrollment; counseling and advisement; book vouchers; gas vouchers; food pantry; access to lending library; student success workshops; and preparation for transition to four-year colleges and universities.

The ILP field trips are critical to helping youth explore areas of personal interest and engage in bidirectional communication with each other and other adult facilitators. Critical thinking skills, cultural enrichment, and tolerance are enhanced through exposure to real world opportunities since “being there” is the prerequisite for understanding.

In addition to life skills classes and field trips, Nexus staff will also provide ILP take home activities designed to enhance and complement instructional topics and themes. Initially, the take home activities will be available in the following four areas which will be expanded upon if there is a need expressed by ILP participants:

1) Career

- Complete a job application
- Create a resume
- Create an interview thank you letter
- Get a letter of recommendation for a job
- Leave a professional phone message
- Complete a career presentation

2) Daily Living

- Open a bank account
- Complete an apartment rental application
- Register to vote
- Create a budget
- Complete a daily living presentation
- Get CPR/First Aid certified
- Get a credit report

- Get a day planner and use it
- 3) Education
- Complete a skills assessment
  - Obtain a GED or high school diploma
  - Complete a vocational assessment
  - Register for and take the SAT
  - Complete a FAFSA application
  - Complete a portfolio
  - Get a higher education letter of recommendation
- 4) Relationships
- Complete a personality assessment
  - Write a thank you note
  - Complete a roommate agreement
  - Develop a personal mission statement
  - Identify personal core values
  - Complete a relationships presentation
  - Anger management/conflict resolution

In order to increase foster youth participation and engagement in ILP take home activities, Nexus staff has researched applications that can be utilized on any smartphone or tablet to help youth build important competencies. Staff plan to utilize the following apps as a component of the ILP life skills instruction:

- 1) *Life Skills by Westcare* – this app was developed by The Salvation Army and features fun and interactive tools on cooking, maintaining a household, budgeting, tips on living in a shared environment, and other useful information.
- 2) *Everyday Skills by AbleLink Technologies* – this app provides an accessible learning tool that is specifically designed to be used by individuals with autism, learning, or other developmental disabilities at their own pace.

In order to promote meaningful civic engagement, ILP staff will facilitate opportunities for foster youth to volunteer in a variety of relevant capacities. Trained in *Asset Based Community Development (ABCD)*, Nexus staff are experienced in being the vehicle through which an



individual's assets can be identified and connected to another in ways that multiply their power and effectiveness. Nexus believes in the guiding principles for ABCD, "Everyone in a community has something to offer. There is no one we don't need." Through our youth volunteer program, Nexus staff will work with each individual to determine the appropriate volunteer trainings and placement in order to maximize success of the assignment. Youth volunteer assignments may include participation in the following opportunities: Friday Night Live and Amador County Youth Council activities; Tobacco Reduction of Amador County (TRAC) events; Family Resource Center, Senior Center, and Interfaith Food Bank community services; and annual awareness campaigns including the BOOF problem gambling project and the Directing Change program which is a student film contest focused on educating peers about mental health and suicide prevention.

ILP participants will continue to earn incentives through program attendance, participation, civic engagement, and completion of ILP skill building assignments. Program participants will have the opportunity to earn these incentives in the form of cash or through an "ILP Bucks" program which will enable them to purchase items such as clothing, household goods, and personal items from the Nexus Youth Zone "store".

**2) Case Management/Peer Mentoring** – The Nexus ILP Coordinator or designated mentor will provide confidential case management for youth participants using well-established protocols and procedures. ILP mentors will be either Nexus staff or trained volunteers already working with programs such as the Court Appointed Special Advocates or XY Youth Advocacy services. Case managers will meet bi-monthly with each participant to offer support and guidance, especially as youth are preparing to enter non-minor dependent status. As part of the case management services, youth will be assisted with the development of their personal portfolio and address areas of need as identified in the TILP/SILP. Each program participant will create this

portfolio to track their progress and goal status as well as keep vital records such as birth certificates, school documents, forms of identification, and other necessary documents.

ILP case managers/mentors will receive training regarding program goals, requirements, and best practices for youth mentoring, and confidentiality. All case managers/mentors will have completed and passed a comprehensive background check. All confidential case management, mentor, and peer mentor contacts and services will be recorded into the CWS/CMS reporting system by Nexus ILP staff.

The bilingual and bicultural Nexus ILP Coordinator will provide **Spanish** translation, supportive services, and engagement strategies to coordinate culturally appropriate services for clients.

**3) Data Collection & Evaluation** – The **intended result** for the Nexus ILP program is that targeted youth will develop the knowledge and skills needed to become successful, self-sufficient adults.

To evaluate the effectiveness of the Nexus ILP program, staff will utilize the following tools:

- 1) *Ansell-Casey Life Skills Assessment* – This assessment offers an easy way to identify and build skills and attitudes that encourage learning, healthy youth development, and measure positive changes. This tool will be administered by the ILP Coordinator or adult mentor as an interview pre and post survey to measure participant life skills acquisition.
- 2) *FDIC Money Smart for Young Adults Assessment* – These assessments will be administered by program staff as pre and post surveys to measure participant financial literacy gains.
- 3) *Project SUCCESS and My Lifeplan Retrospective Surveys* – These surveys will be administered by program staff to measure participant understanding of conflict resolution and communication.

- 4) *The 40 Development Assets* – This checklist of external and internal assets will be administered as a pre and post survey to measure participant asset acquisition.
- 5) *Activity Sign-In Logs* – These will be utilized by program staff to track program participation.
- 6) *Apricot Essentials* software ([www.socialsolutions.com](http://www.socialsolutions.com)) – This case management program tracks service utilization, program attendance, demographic data, client case notes (including strengths assessment and personal action plan), referrals, case management goals, youth engagement, and individual outcomes. This data will be used to assess individual client progress, wellness status, strengths and concerns, as well as interventions. Utilizing the *Apricot Essentials* software will enable program staff to measure the changes in the lives of foster youth as a result of the program.
- 7) *ILP Year-End Survey* – This survey will be completed by ILP participants and utilized to evaluate program strengths, generate ideas for improvement, and to identify additional needs of foster youth involved in the program. This survey is critical to measure client satisfaction and ensure the quality of program service delivery.

The indicators of success for the Nexus ILP program will be the pre and post participant assessments, client logs, and case notes, which will demonstrate the following:

- Every eligible youth in Amador County will be invited to participate in ILP services.
- Participating youth will receive a minimum of 40 hours of intensive ILP services designed to build skills and meet personal goals.
- A minimum of 75% of ILP program participants will show improvement in at least five (5) life skill or topic areas.

Nexus staff will maintain program statistics and measure progress toward goals as outlined above, and will work with Amador County Department of Social Services staff to complete required reports and enter all required information into the Child Welfare Services/Case Management System (CWS/CMS). Nexus staff will continue to utilize established protocol for data collection and tracking procedures in order to assure accurate compilation of program

information, as well as to monitor, maintain, and complete data entry and reporting on a monthly basis. Nexus staff will compile and maintain all statistics necessary for the completion of the ILP Annual Statistical Report for ILP Eligible Probation and Aftercare Youth, and the ILP Annual Narrative Report and Plan. Nexus administration and staff have years of experience providing accurate statistics and evaluation for local, state, and federal agencies, including the data required by the Amador County Department of Social Services for the local ILP program. Nexus is fully committed to cooperate with the evaluation, data collection, and monitoring efforts required by this grant. Nexus is fully capable of transmitting data and reports electronically.

**4) Follow-up Services & Activities** – As the program year closes, ILP case management will include several follow-up steps to assess individual participant progress and needed supports. All ILP participants will be asked to complete the ILP Year-End Survey to offer feedback and evaluation of services provided. For youth who will be continuing to participate in ILP services throughout the summer, a monthly “round table” group will be offered. These round table meetings will be casual in nature with topics determined by participating youth and program staff. As youth exit the ILP program, staff plan to continue regular communication to provide ongoing mentoring support and referrals. ILP staff will utilize these ongoing contacts to identify possible peers who may be interested in mentoring youth currently in foster care. Due to the significant relationship that Nexus staff will develop with ILP participants, we will assist Amador County Department of Social Services staff with the administration of the *National Youth Transition Database (NYTD)* survey of older foster youth as needed.



**Work Plan Summary**

<b>Activities</b>	<b>Outputs for Reporting</b>	<b>Locations of Service</b>
<p><b>Life Skills Instruction</b> The Nexus ILP Coordinator will provide intentional and comprehensive services for eligible present and former foster youth.</p>	<p>All eligible foster youth and former foster youth will be provided information regarding ILP classes and services. All eligible youth will be invited to attend and will receive a minimum of 40 hours of instruction.</p>	<p>Nexus Office Community Locations Field Trip Destinations</p>
<p><b>Case Management/Peer Mentoring</b> The Nexus ILP Coordinator or designated mentor will provide confidential case management using established protocols and procedures.</p>	<p>Number of information and referrals provided, case management provided for youth, portfolio management, and needs assessment outcomes for program participants. Peer mentors will be assigned as necessary.</p>	<p>Nexus Office Family Resource Centers Foster homes/placements</p>
<p><b>Data Collection &amp; Evaluation</b> Nexus ILP staff will utilize data collection and evaluation tools to evaluate the effectiveness of ILP programming.</p>	<p>Number of participants participating in ILP classes, activities and case management. Evaluation tools used include Ansell-Casey Life Skills Assessment, FDIC Money Smart for Young Adults Assessments, Project SUCCESS and My Lifeplan Retrospective Surveys, The 40 Developmental Assets, Activity Sign-In Logs, ILP Year-End Survey.</p>	<p>Nexus Office Family Resource Centers Foster homes/placements</p>
<p><b>Follow-up Services &amp; Activities</b></p>	<p>Number of participants in the ILP program who remain in contact with ILP staff after emancipating. Measures will include information and referral services provided and NYTD survey participation.</p>	<p>Nexus Office Family Resource Centers Foster homes/placements</p>

**ILP SCOPE OF WORK  
July 1, 2018 through June 30, 2019**

<b>Goal:</b>	Current and former Juvenile Probation and Child Welfare foster youth will achieve self-sufficiency prior to and after leaving the foster care system.		
<b>Strategies:</b>	<ul style="list-style-type: none"> <li>• Provide life skills instruction, field trip and civic engagement opportunities; and take-home activities designed to enhance instructional topics and themes.</li> <li>• Provide case management for ILP participants.</li> <li>• Collect data to evaluate the effectiveness of the ILP program.</li> <li>• Provide follow-up services and activities.</li> </ul>		
<b>Indicator:</b>	All eligible youth in Amador County will be invited to participate in ILP services. Participating youth will receive a minimum of 40 hours of intensive ILP services. A minimum of 75% of ILP participants will show improvement in at least five (5) life skill or topic areas.		
<b>Measurements:</b>	Pre and post Ansell-Casey Life Skills Assessment, FDIC Money Smart for Young Adults Assessments, Retrospective Surveys, 40 Developmental Assets Checklist, Activity Sign-In Logs, ILP Year-End Survey, In-take Forms, Case Notes		
<b>Objectives</b>	<b>Action Steps/ Activities</b>	<b>Time Line</b>	<b>Responsible Party</b>
<p>Utilize evidence and research-based life skills curriculum to provide practical and comprehensive instruction.</p> <p>Conduct periodic field trips to increase external supports and internal strengths of foster youth.</p>	<p>Implement life skills instruction twice monthly which addresses participant needs and goals.</p> <p>Provide transportation for foster youth to increase accessibility to program services.</p> <p>Work with partners to</p>	<p style="text-align: center;">7/1/18 – 9/30/18</p> <p>Work collaboratively to set calendar of activities, classes and field trips; collect referrals; begin outreach to foster youth and former foster youth, and foster families and guardians; assess additional needs for take-home curriculum; begin classes/activities; begin case management; identify and train ILP mentors; attend CFT meetings as needed; begin use of data collection forms and assessment tools as required for annual reporting.</p>	<p>Youth Program Director ILP Coordinator Community Partners</p>

<p>Provide take-home activities designed to enhance and complement ILP instructional topics and themes.</p> <p>Provide intensive confidential case management or peer mentoring services using established protocols and procedures.</p> <p>Collect data and evaluate the effectiveness of the ILP program using identified assessments.</p> <p>Provide follow-up services and activities for foster youth and former foster youth.</p>	<p>organize field trips designed to expose participants to a variety of experiences and opportunities.</p> <p>Offer take-home materials for youth to earn incentives in the form of cash or “ILP Bucks”.</p> <p>Identify appropriate case managers/mentors.</p> <p>Provide comprehensive training for case managers/mentors.</p> <p>Utilize personal portfolios to assist foster youth with tracking goals, progress, and vital records.</p> <p>Meet monthly with each participant to offer support and guidance.</p> <p>Collect data required for CWS/CMS system and year-end report.</p>	<p style="text-align: center;">10/1/18 – 12/31/18</p> <p>Continue ILP activities, classes and field trips; revise or expand calendar to meet the needs of participants; continue outreach; continue 1:1 meetings with ILP case managers and mentors; continue to attend CFT meetings as needed; continue data collection and reporting.</p> <p style="text-align: center;">1/1/19 – 3/31/19</p> <p>Continue ILP activities, classes and field trips; revise or expand calendar to meet the needs of participants; continue outreach; continue 1:1 meetings with ILP case managers and mentors; continue to attend CFT meetings as needed; continue data collection and reporting.</p> <p style="text-align: center;">4/1/19 – 6/30/19</p> <p>Conclude ILP activities, classes and field trips; continue 1:1 meetings with ILP case managers and mentors; complete evaluation of project goals, data collection and input into the CWS/CMS system and complete necessary reports including the ILP Annual Narrative Report; prepare for next year services.</p>	<p>Youth Program Director ILP Coordinator Community Partners</p>
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**Staffing**

Lori Halvorson is the Youth Services Director. She will oversee the Independent Living Program Services included in this proposal. Ms. Halvorson has a Bachelor's degree in Business Administration, as well as over 20 years of experience facilitating youth programs in Amador County. She has direct experience creating, coordinating, and overseeing quality services for youth and families. For the past 3 years, she has directly supervised a high quality and successful Independent Living Program supported by Amador County funding, supervised personnel implementing the service, and monitored program data collection required to effectively assess and ensure benchmark progress and positive client outcomes. She has worked extensively with local collaborative partners, including the Amador County Department of Social Services. In addition, Ms. Halvorson has extensive experience in the following areas: program outreach; project implementation; and community collaborative building.

Nadine Magana is the Nexus ILP Coordinator. She will coordinate direct services including life skills classes, case management services, program evaluation, data collection, and transportation. Ms. Magana has an Associate's degree in Human Services, as well as over 4 years of experience providing youth programs in Amador County. In addition, she is a California Certified Prevention Specialist, Trauma Informed Practices trainer, and a Mental Health First Aid instructor. Ms. Magana has over 2 years of experience providing quality ILP and case management services to foster youth and former foster youth, including young parents and parenting teens. Ms. Magana is bilingual and able to provide effective and culturally-competent services for the Hispanic/Latino Spanish-speaking population. She is a resident of Amador County and has worked closely with local collaborative partners, including the Amador County Department of Social Services, Mother Lode Job Connection, Amador County Behavioral Health, Amador College Connect, Amador County Public Health, Amador Pregnancy

Help Center, and WIC. She is extremely familiar with resources and services available for foster youth and former foster youth, and strives to ensure that all receive the benefits and services that will maximize their potential. Ms. Magana has attended the following trainings to further professional growth and provide high quality foster youth services: CSEC: Awareness and Identification; Youth Mental Health First Aid; Facilitating Change Talk; Case Management Essentials; Educate, Equip & Support; A Culture-Centered Approach to Recovery; and HIPAA and Behavioral Health. In addition, she has experience in the following areas: information & referral; program and service outreach; group facilitation; data collection; record-keeping; and program coordination.

Spencer Dutschke is the ILP Assistant. He will assist with life skills instruction and case management, and provide transportation to and from ILP events. Mr. Dutschke is a certified Project SUCCESS counselor, Trauma Informed Practices trainer, Mental Health First Aid instructor, and Youth Mental Health First Aid instructor. He is a former Cultural Monitor for the Ione Band of Miwok Indians and is able to provide insight and guidance for staff and participants in order to ensure culturally-competent services. He is very familiar with the resources available for youth in Amador County. Mr. Dutschke has participated in the following trainings to further his professional development: Mental Health First Aid; Youth Mental Health First Aid; Facilitating Change Talk; Case Management Essentials; Council for Boys and Young Men; Friday Night Live 101; and HIPAA and Behavioral Health.

Stephanie Ellis is the ILP Assistant. She will provide transportation and case management services, as well as healthy meal preparation and budgeting instruction for youth participants. Ms. Ellis has a certificate in Human Services, is a Too Good for Drugs program facilitator in the schools, and has accounting experience. In addition, she has been a Friday Night Live Chapter Advisor. She is very familiar with the resources available for youth in Amador County. Ms.



Ellis has participated in the following trainings to further her professional development: Trauma Informed Practices for Schools; Youth Mental Health First Aid; Facilitating Change Talk; and HIPAA and Behavioral Health.

Nexus would require limited involvement (estimated 60 hours annually) from County personnel to implement the proposed ILP program. Participation would include providing referrals for services, serving as the Social Services contact for the ILP Coordinator and program, providing access to the CWS/CMS database for reporting purposes, assisting with the ILP Annual Narrative Report and Plan, and approving evaluation and quarterly billings.

*Resumes of staff who are committed to the Independent Living Program, copies of special licensing/certifications, and the Nexus organizational chart are attached as appendices.*

### **Statement of Experience and Qualifications**

Nexus Youth & Family Services is a non-profit human services organization located in Amador County, California. The mission of Nexus is to serve members of the community through innovative programs, collaborative partnerships, and the provision of educational and therapeutic services.

Nexus is committed to:

- The highest quality of leadership
- Greatest level of expertise
- Tireless dedication
- Responsiveness to changing community needs

Nexus aims to enhance the health and well-being of community members in Amador County.

Nexus is qualified and has the expertise to implement an Independent Living Program that meets and exceeds the standards and expectations required by the funder. The following tables highlight all Nexus programs and services, and illustrate the competence and experience needed to provide the services described in this proposal.

***Current Services ~ Youth Services Department***

<b>Project Title:</b> Substance Abuse Prevention Activities	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Nadine Magana – Program Manager Spencer Dutschke – Prevention Specialist Stephanie Ellis – Prevention Specialist Tamara Granada – Prevention Specialist	
<b>Funder:</b> <b>Amador County Behavioral Health</b> – Amy Hixson, Behavioral Health Care Supervisor 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6548	
<b>Project Description:</b> Substance Abuse Prevention Activities include instruction at Amador County schools and in the community using the following evidence-based programs: Too Good for Drugs, Project SUCCESS, Stanford Tobacco Curriculum, My Lifeplan, Where Everybody Belongs, and Friday Night Live (FNL) youth leadership development activities. FNL activities include drug and alcohol prevention, problem gambling awareness, reduction of teen tobacco use, anti-bullying strategies and environmental prevention activities. Staff are trained in Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, The 5 Protective Factors, Youth/Mental Health First Aid, Mandated Reporting, One Circle Foundation Training, FNL Roadmap, Teen Problem Gambling, Distracted Driving, Bullying Prevention, TRACE (Targeting Responsibility for Alcohol Connected Emergencies), Motivational Interviewing, Bridges Out of Poverty, HIPAA Compliance and Trauma Informed Care.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Youth Empowerment Program	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Nadine Magana – Program Manager Spencer Dutschke – Prevention Specialist Tamara Granada – Prevention Specialist Noelle Stroppini – Therapy Intern Sara Rader-Coleman – Therapy Trainee (currently enrolled in Master’s program at Capella University)	
<b>Funder:</b> <b>Amador County Behavioral Health</b> – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308	
<b>Project Description:</b> Youth Empowerment Program staff provide the Project SUCCESS curriculum at junior/high school campuses. Project SUCCESS is an evidence based practice that teaches and supports social competency skills such as positive communication and decision-making, stress and anger management, emotional wellness, suicide prevention, drug and alcohol prevention, problem-solving, and resisting peer pressure. Staff are trained in Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, The 5 Protective Factors, Youth/Mental Health First Aid, Mandated Reporting, Motivational Interviewing, HIPAA Compliance, Bridges Out of Poverty and Trauma Informed Care. The	

therapy/counseling component of Project SUCCESS is provided by therapy interns and trainees.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> 180° You-Turn	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Spencer Dutschke – Prevention Specialist Tamara Granada – Prevention Specialist	
<b>Funder:</b> <b>Amador County Probation Department</b> – Mark Bonini, Chief Probation Officer 675 New York Ranch Rd, Jackson, CA 95642 (209) 223-6387	
<b>Project Description:</b> The 180 You-Turn program provides comprehensive services for at-risk young people living in Amador County. Referred youth participate in weekly group meetings, attend field trips, and work closely with an assigned mentor. Staff are trained in Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, Youth/Mental Health First Aid, Mandated Reporting, One Circle Foundation Training, FNL Roadmap, Teen Problem Gambling, Distracted Driving, Bullying Prevention, The 5 Protective Factors, TRACE (Targeting Responsibility for Alcohol Connected Emergencies), Motivational Interviewing, Bridges Out of Poverty, HIPAA Compliance and Trauma Informed Care.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Court Appointed Special Advocates	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director John Stettler – Program Manager Fara Roberts – CASA Coordinator	
<b>Funder:</b> <b>Judicial Council of California</b> – Anthony Villanueva, Associate Analyst 455 Golden Gate Ave, San Francisco, CA 94102 (415) 865-8857	
<b>Project Description:</b> CASA volunteers are appointed by the Juvenile Court Judge to advocate for the best interest of children who are involved in the court system due to abuse or neglect. The Amador CASA and CASA of Calaveras programs provide training, guidance, support, and supervision for local CASA volunteers. Staff are trained in Navigating Kinship Care, the 5 Protective Factors, CASA Program Procedures, CANS, Mandated Reporting, and AOC Permanency Planning.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Independent Living Program	<b>Duration:</b> 2015 - present

<b>Current/Proposed Nexus Staff:</b> Lori Halvorson – Youth Services Director Nadine Magana – Program Manager/ILP Coordinator Spencer Dutschke – Prevention Specialist/ILP Assistant Stephanie Ellis – Prevention Specialist/ILP Assistant	
<b>Funder:</b> <b>Amador County Department of Social Services</b> – Anne Watts, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6651	
<b>Project Description:</b> The Independent Living Program provides training, services and programs to assist current and former Juvenile Probation and Child Welfare foster you to achieve self-sufficiency prior to and after leaving the foster care system. Staff are trained in Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, Youth/Mental Health First Aid, Mandated Reporting, One Circle Foundation Training, Bullying Prevention, The 5 Protective Factors, Motivational Interviewing, Bridges Out of Poverty, HIPAA Compliance and Trauma Informed Care.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Underserved Child & Youth Advocacy Program (XY)	<b>Duration:</b> 2017 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Noelle Stroppini – Youth Advocate II Lisa Conti-Ripley – Youth Advocate I Naomi Petersen – Youth Advocate I Sean W. Molin – Youth Advocate I	
<b>Funder:</b> <b>California Governor’s Office of Emergency Services</b> – Elizabeth Pollard, Program Specialist 3650 Schriever Ave, Mather, CA 95655 (916) 845-8104	
<b>Project Description:</b> XY Youth Advocate staff and volunteers provide information & referral, assistance obtaining community resources, advocacy, mentoring and peer leadership development for child victims of parental chemical substance abuse. Staff are trained in Seeking Safety, The 5 Protective Factors, Mandated Reporting, Bullying Prevention, Youth/Mental Health First Aid, Suicide Prevention, Motivational Interviewing, Bridges Out of Poverty, HIPAA Compliance, Life Space Crisis Intervention and Trauma Informed Care.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Parent Child Interaction Therapy	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Kelly Pignataro, MFT – Licensed Therapist/PCIT Clinician	

<b>Funder:</b> <b>Amador County Behavioral Health</b> – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308	
<b>Project Description:</b> Parent Child Interaction Therapy is an intensive treatment program that is designed to help both parents and children. PCIT works with parents and children together to improve the quality of the parent-child relationship and to teach parents the skills necessary to manage their child’s behavior problems. Staff is a licensed therapist who is certified to offer PCIT through the UC Davis CAARE Center.	
<b>Performance History:</b> All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of consumers served has fluctuated moderately during the previous program years depending on the number of service referrals, however has been within 85% to 105% of the program objective. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Aggression Replacement Training	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Kelly Pignataro, MFT – Licensed Therapist Noelle Stroppini – Therapy Intern Sara Rader-Coleman – Therapy Trainee (currently enrolled in Master’s program at Capella University)	
<b>Funder:</b> <b>Amador County Behavioral Health</b> – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308 <b>Amador County Probation Department</b> – Mark Bonini, Chief Probation Officer 675 New York Ranch Rd, Jackson, CA 95642 (209) 223-6387	
<b>Project Description:</b> Aggression Replacement Training is a multimodal therapeutic intervention designed to alter the behavior of chronically aggressive youth. It consists of skill streaming to teach pro-social behavior, anger control to empower youth to modify their own anger responsiveness, and moral reasoning training. ART is offered at junior and high school campuses, and in small groups. Staff are licensed therapists, interns or trainees who have participated in the <i>Aggression Replacement Training – a Comprehensive Intervention for Aggressive Youth</i> training and supplemental ancillary DVD instruction.	
<b>Performance History:</b> All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of consumers served has fluctuated moderately during the previous program years depending on the number of service referrals, however has been within 97% to 154% of the program objective. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> CHAT Child Counseling Services	<b>Duration:</b> 2015 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Kelly Pignataro, MFT – Licensed Therapist Ross Elliot, MFT – Licensed Therapist Noelle Stroppini – Therapy Intern	



Sara Rader-Coleman – Therapy Trainee (currently enrolled in Master’s program at Capella University)	
<b>Funder:</b> California Governor’s Office of Emergency Services – Nakisha Willis, Program Specialist 3650 Schriever Ave, Mather, CA 95655 (916) 845-8104	
<b>Project Description:</b> The CHAT program offers individual therapeutic counseling services to children under 18 years of age who are victims of abuse and/or trauma (to include neglect, sexual, physical or emotional abuse, sexual exploitation, domestic violence, child abduction, children whose lives are victimized by parental chemical substance abuse, and bullying). Additional CHAT services include crisis intervention and stabilization, case management, advocacy, referrals to additional resources including victim services, and help in preparing for and participating in court proceedings. Staff are licensed therapists, therapy interns, and therapy trainees.	
<b>Performance History:</b> All proposed processes, activities, strategies, and intended outcomes are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> Privatized Family Finding Services	<b>Duration:</b> 2016 - present
<b>Nexus Staff:</b> Lori Halvorson – Youth Services Director Emma Swett – Family Connections Coordinator	
<b>Funder:</b> Amador County Department of Social Services – Anne Watts, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6651	
<b>Project Description:</b> The Nexus Family Connections program delivers comprehensive family finding services in Amador County. Program staff work closely with Amador County social workers to identify, locate, contact and engage relatives, including Non-Relative Extended Family Members (NREFM) of children who are in foster care placement. The purpose of the Family Connections program is to identify relatives available and willing to be a placement option, as well as relatives who can provide other forms of support to the child, including lifelong connections and inclusion into a family. Staff are trained in the Seneca Center Family Finding Model; Trauma Exposure for Youth in Foster Care; Cultural Sensitivity; Family Finding Purpose, Process and Long-Term Benefits for Youth in Foster Care; Youth Mental Health First Aid; and From Placement to Permanence: Understanding Options and Valuing Kin.	
<b>Performance History:</b> All proposed processes, activities, strategies, and intended outcomes are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	

***Current Services ~ Family Services Department***

<b>Project Title:</b> Family Resource Centers	<b>Duration:</b> 2014 - present
<b>Nexus Staff:</b> Tara Parker – Director of Grants Administration Ivonne Isaac – Family Services Program Manager Coral Stricler – Family Services Program Manager	

<p>Eldamaira Chavez – FRC Program Assistant/Family Advocate Norma Diaz – FRC Program Assistant/Family Advocate</p>	
<p><b>Funders:</b>  <b>First 5 Amador</b> – Nina Machado, Executive Director            975 Broadway, Jackson, CA 95642 (209) 257-1092  <b>Amador County Behavioral Health</b> – Stephanie Hess, MHSAs Programs Coordinator            10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308</p>	
<p><b>Project Description:</b>            The Family Resource Centers provide a safe and stable environment for community members to gather and receive support, wellness workshops regarding mental health and existing services in the community, and case management support services. Information &amp; referral, peer partner and volunteer opportunities are also offered. Staff are trained in Mental Health First Aid, Educate, Equip &amp; Support, Case Management, Home Visiting, Nurturing Parenting, Human Development, Family Management, Parent Leadership, Asset Based Community Development, Nurtured Heart Approach, Family Support Principles, Motivational Interviewing, Seeking Safety, Interpreter/Translator Training, The 5 Protective Factors, Mandated Reporting, Ages &amp; Stages, the 40 Developmental Assets, Cultural Competency, SanaMente Resources for Latino Communities, Suicide Prevention, and Reaching Families Where They Live.</p>	
<p><b>Performance History:</b>            All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.</p>	
<p><b>Project Title:</b> Promotores de Salud</p>	<p><b>Duration:</b> 2014 - present</p>
<p><b>Nexus Staff:</b>            Tara Parker – Director of Grants Administration            Ivonne Isaac – Promotores de Salud Coordinator            Alicia Gutierrez – Volunteer Promotora            Gloria Zamora – Volunteer Promotora</p>	
<p><b>Funder:</b>  <b>Amador County Behavioral Health</b> – Stephanie Hess, MHSAs Programs Coordinator            10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308</p>	
<p><b>Project Description:</b>            The Promotores de Salud is a “peer to peer” program that utilizes Spanish-speaking peer educators, or Promotoras. Promotoras conduct educational presentations and perform community outreach activities on behavioral health topics to Spanish-speaking groups/individuals in the community. Promotoras also help Latino community members connect to local resources and access behavioral health services. Staff are trained in Mental Health First Aid, La Salud Mental, Anxiety, Stress, Historias del Ir y Venir, Depression, Suicide Prevention, Child Abuse &amp; Neglect, Domestic Violence, Sexual Assault, Juvenile Probation, Alcohol &amp; Other Drugs, Postpartum Depression, Family Support Principles, Nurturing Parenting, Nurtured Heart Approach, Human Development, Family Management, Asset Based Community Development, the 5 Protective Factors, Case Management, Mandated Reporting, Ages &amp; Stages, the 40 Developmental Assets, and Cultural Competency.</p>	
<p><b>Performance History:</b>            All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or</p>	

deficiencies have ever been cited.	
<b>Project Title:</b> CBCAP Parent Education	<b>Duration:</b> 2015 - present
<b>Current/Proposed Nexus Staff:</b> Tara Parker – Director of Grants Administration Coral Stricler – Family Services Program Manager/Parent Educator Ivonne Isaac – Family Services Program Manager/Parent Aide (translator) Norma Diaz – Child Care Specialist	
<b>Funder:</b> <b>Amador County Department of Social Services</b> – Anne Watts, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6651	
<b>Project Description:</b> The CBCAP parent education program provides parenting classes, child care, information & referral, and parent leadership opportunities. Staff are trained in the Nurturing Parenting Program, Ages & Stages, Parents First, Motivational Interviewing, Growing Great Kids, Home Visiting, and Mental Health First Aid.	
<b>Performance History:</b> All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> PSSF Parent Education/Counseling	<b>Duration:</b> 2015 - present
<b>Current/Proposed Nexus Staff:</b> Tara Parker – Director of Grants Administration Coral Stricler – Family Services Program Manager/Parent Educator Ivonne Isaac – Family Services Program Manager/Parent Aide (translator) Norma Diaz – Child Care Specialist Sara Rader-Coleman – Therapy Trainee/Common Ground facilitator Carla Fry – PPSC/Common Ground facilitator	
<b>Funder:</b> <b>Amador County Department of Social Services</b> – Anne Watts, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6651	
<b>Project Description:</b> The PSSF parent education/counseling program provides parenting classes, child care, information & referral, and Common Ground counseling and supportive services to facilitate reunification. Staff are trained in the Nurturing Parenting Program, Ages & Stages, Parents First, Motivational Interviewing, Growing Great Kids, Home Visiting, Mental Health First Aid, and Common Ground.	
<b>Performance History:</b> All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of family counseling clients served has fluctuated moderately during the previous program years depending on the number of specific service referrals. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.	
<b>Project Title:</b> CAPIT Home Visitation	<b>Duration:</b> 2015 - present
<b>Current/Proposed Nexus Staff:</b> Tara Parker – Director of Grants Administration Ivonne Isaac – Family Services Program Manager/Family Advocate Coral Stricler – Family Services Program Manager/Home Visitor	

<p>Eldamaira Chavez – FRC Program Assistant/Family Advocate          Norma Diaz – FRC Program Assistant/Family Advocate          Kelly Pignataro, MFT – Licensed Therapist/PCIT Clinician          Sara Rader-Coleman – Therapy Trainee/PCIT Clinician</p>	
<p><b>Funder:</b>  <b>Amador County Department of Social Services</b> – Anne Watts, Program Manager          10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6651</p>	
<p><b>Project Description:</b>          The CAPIT home visitation program provides in-home parenting education, family counseling, MDT services, case management, family support assistance, and information &amp; referral services. Staff are trained in the Nurturing Parenting Program, Ages &amp; Stages, Parents First, Motivational Interviewing, Growing Great Kids, Home Visiting, Mental Health First Aid, and Parent Child Interaction Therapy.</p>	
<p><b>Performance History:</b>          All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of family counseling clients served has fluctuated moderately during the previous program years depending on the number of specific service referrals. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.</p>	
<p><b>Project Title:</b> Amador Cooperative Preschool</p>	<p><b>Duration:</b> 2016 - present</p>
<p><b>Nexus Staff:</b>          Tara Parker – Director of Grants Administration          Coral Stricler – Site Supervisor          Elaine Dye – Lead Preschool Teacher</p>	
<p><b>Funder:</b>  <b>Tuition</b> – Families pay monthly tuition to cover program operational costs.  <b>First 5 Amador</b> – Nina Machado, Executive Director          975 Broadway, Jackson, CA 95642 (209) 257-1092</p>	
<p><b>Project Description:</b>          The Amador Cooperative Preschool is a parent cooperative preschool program. Each enrolled family shares in the operation of the school. Parents participate in the daily program on a rotating basis under the guidance of a professionally trained, accredited teacher. Parents pay monthly tuition to cover program operational costs. First 5 Amador provides tuition scholarships for eligible families.</p>	
<p><b>Performance History:</b>          All proposed services are offered during the school year. All budget/fiscal guidelines are followed. No findings or deficiencies have ever been cited.</p>	

***Collaborative Efforts for Proposed Program Services***

Nexus staff will work together to integrate and coordinate services and ensure a cohesive delivery of the Independent Living Program which includes life skills instruction, case management, data collection and evaluation, and follow-up activities and services. Nexus will

continue to work collaboratively with outside community agencies and programs to ensure comprehensive and effective services for families, including the following list of partners:

- Amador County Child Protective Services
- Amador County Behavioral Health Department
- Amador County Public Health Department
- Amador County Probation Department
- Amador County Child Abuse Prevention Council
- Operation Care
- Amador Child Care Council
- Amador Pregnancy Help Center
- First 5 Amador
- Amador County Family Court
- Amador County Unified School District
- Foster Family Agencies
- The Resource Connection
- Court Appointed Special Advocates
- Kene Me-Wu Family Healing Center
- Tribal TANF
- Amador-Tuolumne Community Action Agency
- Sierra Wind Wellness & Recovery Center
- Amador Transit
- Amador College Connect
- Private Counseling Providers
- NAMI Amador
- Sierra Child & Family Services

Nexus consistently conducts resource mapping activities and gathers information about agencies and programs in the community with which linkages can be made to provide needed services to clients. Nexus also maintains a comprehensive inventory of all available resources and services to ensure that referrals are timely and appropriate. Nexus staff participate on numerous interagency committees, coalitions, and councils to foster collaboration and service coordination with partner programs including the following local and statewide entities:

- Amador County Child Abuse Prevention Council 2016 - present
- Amador County Juvenile Justice & Delinquency Prevention Commission 2014 - present
- Amador County Multi-Disciplinary Team (MDT) 2015 - present
- Latino Engagement Committee 2014 - present
- MHSA Steering/Cultural Competency Committee 2014 - present



- Bench Bar Advisory Committee 2014 - present
- Intensive Care Coordination Teams 2015 - present
- Amador/Calaveras Perinatal Wellness Coalition 2016 - present
- Every 15 Minutes Planning Council 2017 - present
- Domestic Violence Council 2017 - present
- Tobacco Reduction Amador County (TRAC) Coalition 2017 - present
- Statewide Prevention Coordinators Committee 2016 - present
- ACES Collaborative 2017 - present
- IMPACT Consortium 2016 – present
- CSEC Team Meetings 2017 – present
- IEP Team Meetings 2015 – present
- CFT Meetings 2017 - present
- Mental Health Matters Planning Committee 2014 - present
- Foster Youth Executive Advisory Council 2018 - present

Participation in these groups enables Nexus to stay current on available services, programs, and trends in child welfare dynamics, use a warm handoff approach to connect foster youth to resources, and maintain a seamless referral process thereby increasing access to services.

Nexus plans to continue to expand partnerships with community agencies, programs and groups to provide information about the Nexus agency and current program services, outreach to potential clients, and network with existing providers to ensure that critical safety net and supportive services are available for at-risk youth. Nexus anticipates that by affecting this expansion of support from the general community and partner providers, collaboratives will be fortified, families will be strengthened, and children will be better protected from abuse and neglect.

***Knowledge Relevant to Effective Child Abuse Prevention Services***

Nexus staff have participated in multiple professional development opportunities to increase knowledge as well as capacity to provide high quality and effective child abuse prevention services. Throughout the past 3 years, staff have attended the following relevant trainings and workshops:

<b>Trainings</b>	<b>Domain(s)</b>
Continuum of Care Reform; Permanency Outcomes and Repairing Out of Home Care; Understanding Families and Family Finding; Understanding the Child Welfare System; Child Abuse and Neglect Laws; Juvenile Dependency Court Process; Recruiting, Engaging and Supporting Kin; Mandated Reporter Training; Understanding Child and Family Teams; From Placement to Permanency: Understanding Options and Valuing Kin; John Burton Foundation: Resource Families; Preparing for Adulthood; Adoption & Guardianship Support and Preservation; Recent Trends in Dependency Law; Adoption & Kinship	Knowledge of Child Welfare System & Permanency Work; Impact of Out of Home Placement; Adoption Support
Nurturing Parenting Program; Growing Great Kids; 5 Protective Factors; Asset Based Community Development; HIPAA and Behavioral Health; Safe Talk: Suicide Alertness for Everyone; Youth Mental Health First Aid; Educate, Equip & Support; Nurtured Heart Approach; Educational Advocacy; Best Practices in Working with LGBTQ Youth; Parent Child Interaction Therapy	Best Practices
Seeking Safety; Life Space Crisis Intervention; Adverse Childhood Experiences (ACES); Trauma Informed Care: From Information to Action; Trauma-Exposed Individuals; Psycho-Social Impact of Trauma; Mental Health for Foster Youth; Use of Psychotropic Drugs in Foster Care; A Multi-Disciplinary Approach to Human Trafficking; CSEC: Awareness & Identification; Responding to Youth with Sexual Behavior Problems; Post-Partum Depression and Beyond: The Perinatal Basics; Attachment, Separation & Resilience; The Impact of Child Abuse & Neglect on Children; Retraumatization within the Legal Process; Assessment of Emotional & Psychological Issues	Impact of Trauma, PTSD & Violence in Children; Dynamics of Victimization; Issues Related to Attachment; Grief & Loss; Trauma of Legal Interventions
California Infant/Toddler Learning & Development System; Ages & Stages; ASQ-3 & ASQ:SE-2; How Children Grow & Develop; The ABC's of IEP's; Child Development Site Supervisor Credential; Infant Development; Child Psychology; Understanding ADHD; Understanding the Basics of an IEP for Children with Special Needs; Speech & Language Workshop for Children; Habilitative Supports Training for Children with Disabilities	Child Development; Learning Disorders
Motivational Interviewing; Coalition Building in Your Community; Asset Based Community Development; Bridges Out of Poverty: Strategies for Professionals and Communities; Suicide Prevention: Engaging Schools and Communities in the Conversation; QPR: Question, Persuade & Refer; Building a Trauma Informed School Community	Engaging with Collateral Contacts
Understanding Different Perspectives, Values, and Cultures; Providing Culturally-Competent Advocacy; Understanding the Indian Child Welfare Act; Advocating for ICWA Children; Historic Trauma; Cultural Competence and Kin Care; ICWA History and Working with Native American Children; Best Practices in Working with LGBTQ Youth; Bridges Out of Poverty; Introduction to Cultural Humility; Hispanic/Latino Cultural Awareness	Cultural & Ethnicity Issues

***Experience and Past Success Working with Similar Populations***

Since July of 2015, Nexus has been providing high quality and effective Independent Living Program services funded by Amador County. Services have been provided to current and former Juvenile Probation and Child Welfare foster youth. Annual outcome data has consistently demonstrated that Nexus exceeds the benchmark goals set to measure project success.

Throughout the 2015/2016 program year, every eligible youth in Amador County was invited to participate in ILP services (100% of program goal); youth received 50 hours of intensive ILP education and training services (125% of program goal); and 79% of ILP participants showed improvement in at least 5 life skill competency areas (105% of program goal). Throughout the 2016/2017 program year, every eligible youth in Amador County was invited to participate in ILP services (100% of program goal); youth received 57 hours of intensive ILP education and training services (143% of program goal); and 78% of ILP participants showed improvement in at least 5 life skill competency areas (104% of program goal). Nexus is on track to exceed the benchmarks set for the 2017/2018 program year as well, and is confident that annual outcome data will again demonstrate high quality and effective services.

***Experience and Past Success in Program Start-up***

Nexus Youth & Family Services opened its doors in July of 2014. During the past 4 years, it has grown from serving 3,500 community members to over 8,000 annually. Initial start-up programs included mental health outreach and engagement, services for the Hispanic/Latino community, youth empowerment programming, substance abuse prevention activities, and therapeutic services for youth. In addition, Nexus began operating 3 Community Centers located in the outlying areas of Amador County that provide a wide variety of services such as food distributions, 12 step support groups, community computer labs, activities for children, as well as county-wide projects including Back-Pack 2 School and Angel Tree. Today, Nexus services have

expanded considerably to include parenting classes and home visiting, preschool programming, child abuse treatment counseling for children, advocacy for child victims of parental chemical substance abuse, mentoring for at-risk youth, family finding services, Independent Living Program services for youth in foster care, and Court Appointed Special Advocate services. All programs were thoughtfully conceived, launched successfully, and continue to be viable and accessible resources for people living in Amador County.

### ***Cultural Competency***

Since cultures attach different meanings to trauma, and responses to trauma vary considerably across cultures, Nexus applies the following culturally responsive principles to ensure culturally competent services are provided to people participating in services: Recognize the importance of culture and respect diversity; maintain a current profile of the cultural composition of the community; recruit staff and volunteers who are representative of the community we serve; provide ongoing cultural competency training to staff and volunteers; ensure that services are accessible, appropriate, and equitable; recognize the role of help-seeking behaviors, traditions, and natural support systems; involve community leaders and organizations representing diverse cultural groups as “cultural brokers”; ensure that services and information are culturally and linguistically responsive; and continually assess and evaluate our agency’s level of cultural responsiveness.

Nexus currently employs 3 Spanish-speaking, bicultural staff who are available to provide translation services for clients, and utilizes a language line service to accommodate additional language needs. In addition, current staff have participated in multiple cultural competency trainings. Topics have included defining culture, resisting assumptions, cultural diversity, the value of diversity, respecting cultural norms, respecting perspectives, stereotyping, identities and labels, the impact of poverty, historic trauma, and self-awareness. Additional modules have

included Native American and Hispanic/Latino cultural awareness trainings. Nexus is fully committed to creating and maintaining an environment that supports cultural competence by promoting respect and understanding of diverse cultures, social groups, and individuals. Nexus recognizes the value of racial, ethnic, cultural, and linguistic diversity and strives to provide holistic programming that is culturally and linguistically responsive to the needs of our clients, reduce stigma, and ensure that community members can access the services they need.

***Agency Management Structure***

The management structure of Nexus Youth & Family Services is hierarchical. It consists of a Board of Directors who oversee and directly supervise a team of department directors, including the Administrative Director, Director of Grants Administration and Youth Services Director. This structure defines specific departments within Nexus, with clear roles and managers. The Nexus Board is responsible for overall agency strategic planning, mission and values, community development, monitoring and strengthening programs and services, and ensuring adequate financial resources. The Youth Services Director is responsible for overseeing the Independent Living Program services. The Youth Services Director will review program data on a monthly basis to ensure that benchmarks are met, quality services are provided, grant and funding guidelines are followed, and budgets are managed efficiently and appropriately. The Youth Services Director is also responsible for conducting staff meetings and submitting evaluation reports according to contract requirements.



**Independent Living Program  
ANNUAL BUDGET  
July 1, 2018 – June 30, 2019**

Expenses	Narrative	In-Kind	Requested Funding Amount ILP	Budget Totals
<b>Annual Personnel Costs</b>				
Salaries	Program Director to provide program and budget oversight, service coordination and reporting @ \$38/hr. x 1 hr/wk x 52 wks. (.025 FTE)		1,976	<b>1,976</b>
	ILP Coordinator to provide ILP programming and case management @ \$24/hr x 12 hrs/wk x 52 wks. (.30 FTE)		14,976	<b>14,976</b>
	ILP Assistant to provide case management and transportation support @ \$17/hr x 4 hrs/wk x 52 wks. (.10 FTE)		3,536	<b>3,536</b>
Benefits	Includes % of SUI, Medi-care, OASDI and W/Comp		2,459	<b>2,459</b>
	<b>Total Personnel</b>		<b>22,947</b>	<b>22,947</b>
<b>Annual Operating Costs</b>				
Office/Program Supplies/Duplication Costs	Includes office supplies, copying fees, program and supplies, postage, household supplies @ \$33.33/mo.		400	<b>400</b>
Space Costs	Includes rent, utilities, maintenance, communications, technology @ \$275/mo.	468	2,832	<b>3,300</b>
Liability Insurance	Includes liability (not health) @ \$29.50/mo.		354	<b>354</b>
Travel	Staff mileage costs for case management, field trips @ .545/mile and agency vehicle costs to transport clients		1,200	<b>1,200</b>
Meeting costs	Meeting costs of \$30/session for 18 sessions, \$500 dedicated to field trip expenses		1,040	<b>1,040</b>
Youth Incentives	\$20/session paid to foster youth attending ILP classes		1,500	<b>1,500</b>
Staff Training	Continuing education for program staff	500		<b>500</b>
	<b>Total Non-Personnel</b>	<b>968</b>	<b>7,326</b>	<b>8,294</b>
Agency Administrative Costs @ 10%	Agency Administrative Costs	97	2,727	<b>2,824</b>
	<b>TOTAL BUDGET</b>	<b>1,065</b>	<b>33,000</b>	<b>34,065</b>
	<b>TOTAL ILP</b>		<b>33,000</b>	

*\*This is a one year budget estimate which will be re-evaluated at the end of each program year for the three year grant cycle beginning July 1, 2018 through June 30, 2021.*

**Compensation**

Nexus will submit quarterly invoices for ILP services according to the established fee schedule. The attached budget itemizes costs for proposed personnel, operating, and administrative activities.

Annual proposed ILP personnel costs (salaries and benefits) are calculated as follows:

- The Program Director will provide program and budget oversight, service coordination, and reporting activities at \$38/hour x 1 hour per week x 52 weeks = \$1,976 (.025 FTE).
- The ILP Coordinator will provide ILP programming, case management, information & referral and transportation support at \$24/hour x 12 hours per week x 52 weeks = \$14,976 (.30 FTE).
- The ILP Assistant will provide case management and transportation support at \$17/hour x 4 hours per week x 52 weeks = \$3,536 (.10 FTE).
- Benefit costs include % of SUI, Medi-care, OASDI, and W/Comp.

Annual proposed ILP operating costs are calculated as follows:

- Office/program supplies and duplication costs are calculated at \$33.33 per month.
- Space costs including rent, utilities, maintenance, communications, and technology are calculated at \$275 per month.
- Liability insurance is calculated at \$29.50 per month.
- Staff mileage cost is calculated at .545 per mile.
- Meeting costs are calculated at \$30/session for 18 sessions, \$500 dedicated to field trip expenses.
- Incentives are calculated at \$20/session paid to foster youth attending ILP classes.
- In-kind contribution of \$468 in rent for use of the Family Resource Centers.
- In-kind contribution of \$500 in training costs from the CASA program for ILP staff and volunteers.

Annual proposed ILP agency administrative costs are calculated as follows:

- Agency administrative costs are calculated at 10%.

# Appendices

**Staff Resumes**

*Special Licensing/Certifications if Applicable*



**Lori Halvorson**  
P.O. Box 514  
Jackson, CA 95642  
(209) 607-2736  
[Lhalvorson77@gmail.com](mailto:Lhalvorson77@gmail.com)

**SUMMARY:**

I have over 30 years of experience working with youth and families in Amador County. My unique experience as a community volunteer, business owner, youth coach, parent and health and human services provider have given me the opportunity to work collaboratively with a wide variety of people. I am dedicated to working with a team of professionals who offer support to the youth and families of our community. I am a strong communicator, collaborative leader, adaptable to situations and people, have the ability to multi-task, and work efficiently. I have proficient public speaking skills, work as a team player, and have a broad-based, exceptional knowledge of our community.

**EXPERIENCE:**

Nexus Youth & Family Services  
2014-Current Position: Youth Services Director

Duties include:

- Development, implementation, evaluation and contract management of the Preventive Drug and Alcohol Services Program, 180°/You Turn Program, Youth Empowerment Program, Independent Living Program, Family Connections Program and the XY Youth Advocacy Program, Therapy Services;
- Director of the Amador CASA and CASA of Calaveras Programs;
- Hiring, supervision, support, training and evaluation of staff;
- Collaboration and maintenance of positive relationships with community partners to provide comprehensive services to youth;
- Oversight and monitoring of data collection for required reports for all programming;
- Grant proposal writing and fund development;
- Trained Project SUCCESS Counselor, Child and Adolescent Needs and Strengths Assessment trained, My Lifeplan facilitator.

Amador Tuolumne Community Action Agency  
2009– 2014 Position: Amador Youth Programs Manager

Duties include:

- Development and implementation of school based prevention and



- early invention programs;
- Development, implementation, evaluation and contract management of the Youth Substance Abuse Prevention Program Youth Empowerment Program, Amador Assets for Independence Program, Independent Living Program and 180°/You Turn Program;
- Director of the Court Appointed Special Advocates (CASA) program and Mentoring Works program;
- Supervision, support, training and evaluation of staff;
- Oversight and monitoring of data collection for required reports for all programming;
- Collaboration and maintenance of positive relationships with community partners to provide comprehensive services to youth.

Business Owner, Prospect Motors 1991 –2008

- Planning and implementation of public relations events;
- Coordination of community donations;
- Oversight of marketing efforts;
- Hiring and training of employees;
- Corporation management.

**EDUCATION:** University of the Pacific, Bachelor of Science Business Administration

**AFFILIATIONS:** Below is a partial list:

- Sutter Amador Hospital, Board of Trustees
- Hospice of Amador and Calaveras, Board of Trustees
- California Friday Night Live Partnership Leadership Team
- Sierra Service League, Community Fundraising
- Amador County Fair Miss Amador Scholarship Contest Coordinator
- President of JUSTAP, Parent/Teacher Group, Jackson Elementary School
- Kennedy Mine Fundraising Committee
- Court Appointed Special Advocate (CASA) Volunteer

**REFERENCES:** Available upon request

## Nadine Magaña

10438 Buena Vista Drive

Jackson, CA 95642

nayders74@yahoo.com

209-419-2612

### Objectives

Looking to advance within my current profession.

### Education

**Coastline Community College**

September 2015 | Certificate in Human Services

June 2017 | Associates Degree in Human Services

### Trainings/Certifications

#### **SAMHSA**

January 2018 | Ethics in Prevention: A Guide for Substance Abuse Prevention Practices

#### **Bridges Out of Poverty**

September 2017 | Strategies for Professionals & Communities

September 2017 | Applying Bridges Concept

#### **San Diego County Office of Education**

June 2017 | Trauma Informed Practices

June 2017 | Training of Trainers for Trauma Informed Practices

#### **Strategies**

June 2017 | Facilitating Change Talk

June 2017 | Case Management Essentials

May 2015 | Postpartum and Beyond: The Perinatal Basics

#### **Folsom Lake College Foster Care Education Program**

May 2017 | CSEC: Awareness and Identification

#### **California Department of Social Services/Relias**

March 2017 | Mandated Reporter

March 2017 | HIPPA and Behavioral Health

March 2017 | Client Patient Rights

April 2017 | A Culture-Centered Approach to Recovery

#### **CCAPP-California Consortium of Addiction Programs and Professionals**

August 2016 | CCPS-California Certified Prevention Specialist and ICPS-International Certified Prevention Specialist

#### **National Council for Behavioral Health**

January 2016 | Youth Mental Health First Aid USA

December 2016 | Mental Health First Aid USA

December 2016 | Youth Mental Health First Aid USA Instructor Course

#### **United Advocates for Children**

July 2015 | Educate, Equip, and Support: Building Hope

July 2015 | Educate, Equip, and Support: Building Hope Trainer



## Experience

Program Manager: **August, 2014-Present**

Nexus Youth & Family Services | 621 New York Ranch Road Jackson, CA 95642

Organize meetings and schedules, assist with program evaluation, and provide overall support and assist the Youth Services Director with Nexus youth programs. Research and participate in relevant trainings and webinars for self and youth staff, including but not limited to suicide prevention and postvention, teen depression, substance use and prevention, sex trafficking, post-education for foster youth, and youth development. Enter schools in Amador County to provide information to youth regarding drug prevention, focusing on goal setting, decision making and peer pressure refusal strategies, using evidence based curriculum. Coordinate Club Live and FNL Kids youth groups to further involve kids to work towards setting goals and helping the community, furthering the goal to keep kids off drugs, alcohol, tobacco, and risky behavior. Work with foster youth ages 16-21 to transport and teach youth the skills they need to live independently, and to make education advancements by assisting with college preparation and education about college. Provide case management and referral services to foster youth ages 16-21. For 1.5 years was working in the community centers performing various community service classes, including the Angel Tree and Back-Pack 2 School Programs. Perform case management and provide referral services for families in need. For 1 year was coordinator of the Promotores de Salud Program that was in place to bring mental health awareness to Hispanic families and to provide Hispanic families referrals to connect with services.

Freight Manager: **September, 2003-May, 2014**

Dollar Tree | 11986 Hwy 88 Suite 2040 Jackson, CA 95642

I was responsible for opening and closing the store, I was a key holder. I handled money and took deposits to the bank. I supervised employees and made schedules. I hired and fired employees. I made store orders and received all shipments. I held employee safety meetings. I unloaded shipments and restocked the store including complete fixture resets. I set merchandise planners and cleaned store.

In House Support Services Caretaker: **March, 1999-September, 2003**

IHSS/Private Care | various addresses

I worked taking care of senior citizens in their homes. I provided transportation to appointments and for general shopping. One of my clients had a colostomy that I had to change often. I would cook, clean, do laundry as well as just provide social companionship.

Sears: **November, 1997-January, 2000**

Freight Supervisor | 5110 Pacific Ave, Stockton, CA 95207

I was a key holder and responsible for letting employees in and out of the store. I was in charge of women's fashion, home fashion and children's departments. I was responsible in pulling markdowns and merchandising. I supervised several employees. I was responsible for looking for out of stock product and ordering new product.

## Volunteer

2010-present, I have volunteered in the Sherriff's toy drive and plan to participate this year

2009-present, I have volunteered in the back pack program and the Angel tree program

- References available upon request



# Certificate of Participation

*This certifies that*

**Nadine Magana**

*has successfully completed: 6 hours of participation in the online course*

**Ethics in Prevention: A Guide for Substance Abuse Prevention Practitioners (2)**

January 19, 2018

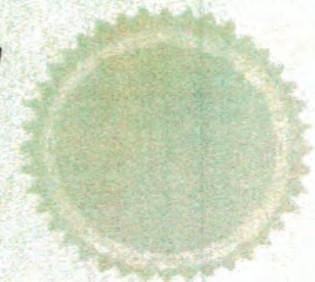
*This certificate is awarded by SAMHSA's  
Center for the Application of Prevention Technologies (CAPT),  
endorsed by the International Certification and Reciprocity Consortium*



NAADAC Provider #556

*Carol Oliver, CAPT Director of Training and Technical Assistance*

*This certificate does not guarantee that the hours of participation presented above can be applied to continuing education credit.  
However, we encourage you to submit this certificate to the appropriate continuing education board.*





# CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

**Nadine Magana**

HAS PARTICIPATED IN 8 HOURS OF

“BRIDGES OUT OF POVERTY”

STRATEGIES FOR PROFESSIONALS & COMMUNITIES

PRESENTED BY TERIE DREUSSI SMITH

Awarded this 13<sup>th</sup> day of September, 2017



TERIE DREUSSI SMITH

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# CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

**Nadine Magana**

HAS PARTICIPATED IN 8 HOURS OF  
“APPLYING BRIDGES CONCEPT”  
PRESENTED BY TERIE DREUSSI SMITH

Awarded this 14<sup>th</sup> day of September, 2017



TERIE DREUSSI SMITH

---



# Certificate of Completion

This certificate is awarded to:

Nadine Magaña

For successfully completing  
**Trauma Informed Practices for Schools (TIPS)  
Training of Trainers (8 Hours)**



SAN DIEGO COUNTY  
OFFICE OF EDUCATION

Michelle Lustig  
Michelle Lustig, Ed.D., MSW, PPSC

June 29, 2017  
Date





# Strategies 2.0

This certificate acknowledges that

**Nadine Magana**

completed a half-day training:

**FACILITATING CHANGE TALK**

on June 6, 2017

---

Senior Training & TA Specialist





# Strategies 2.0

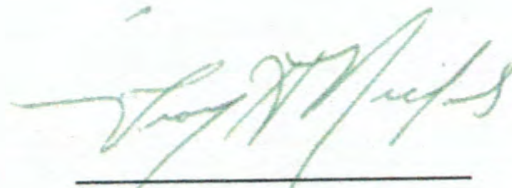
This certificate acknowledges that

**Nadine Magana**

completed a full-day training:

**CASE MANAGEMENT ESSENTIALS**

on June 13, 2017



Senior Training & TA Specialist





*This Certificate Acknowledges that*

**Nadine Magana**

*Completed a 1-day training titled:*

**Postpartum Depression and Beyond: The Perinatal Basics**

*On May 4, 2015 in*

*Jackson, California*

Candace Carroll, Project Specialist

Sue Seaters, Public Health Nurse

Kathleen Shenk, Regional Director





FOSTER AND KINSHIP CARE EDUCATION  
CERTIFICATE OF ATTENDANCE

AWARDED TO

Nadine Magaña

Class Title: Commercially Sexually Exploited Children:  
Awareness and Identification

Date 05/04/17 Hours 4

Josephine Feemster

Instructor

Julie Aguilar

Program Director

Folsom Lake College-El Dorado Center





**CDSS**

CALIFORNIA  
DEPARTMENT OF  
SOCIAL SERVICES

## Certification of Completion Awarded To

**Name:** Nadine Magana

**License/Bar Number:** \_\_\_\_\_

For *Online Training at [www.mandatedreporterca.com](http://www.mandatedreporterca.com)*

# ***Mandated Reporter General Training***

On

**Date:** 03/27/2017

California Association of Marriage and Family Therapists (CAMFT): This course meets the qualifications for up to 4.0\* hours of continuing education for LMFTs, LCSWs, LPCCs, and/or LEPs as required by the California Board of Behavioral Sciences. Provider approved by CEPA Provider #75651.

This course meets the qualifications for 4.0 hours of continuing education for BRN as required by the California Board of Registered Nursing, provider #CEP 14264.

Lisa Quinn, MHA  
Education Coordinator

Rady  
Children's  Chadwick Center  
San Diego for Children & Families

3020 Children's Way  
San Diego, CA 92123  
MC 5017

This is to certify that  
**Nadine Magana**  
has successfully completed  
HIPAA and Behavioral Health



Completed on: 3/17/2017

Credit Hours: 2.00

*Amy Johnson MSN, RN*

Amy Johnson MSN, RN, CPN  
Director of Continuing Education  
Relias Learning, LLC  
111 Curving Road, Suite 200  
Carr, North Carolina 27518

RELIAS | LEARNING



California Consortium of Addiction Programs and Professionals



This is to certify that

**Nadine Magana, CCPS, ICPS**

is a duly accredited

California Certified Prevention Specialist (CCPS)  
International Certified Prevention Specialist (ICPS)

A handwritten signature in black ink, appearing to read "Brentker".

CCAPP Credentialing Chair

08-30-2016

Issue Date

08-30-2018

Expiration Date

CPS0610217

Credential Number

A handwritten signature in black ink, appearing to read "Inesloidy Lewis".

CCAPP Credentialing Secretary

Inspiring Excellence, Promoting Change



# Youth Mental Health First Aid USA



YOUTH  
MENTAL  
HEALTH  
FIRST AID™

## Certificate

*Nadine Magana*

has completed the 8 hour course and is now certified in

## Mental Health First Aid USA

And has been trained to provide initial help to young people experiencing mental health problems such as depression, anxiety disorders, psychosis, and substance use disorders.

This certification became effective on:

*01/28/2016*  
Date

This certification expires on:

*01/28/2019*  
Date

*[Signature]*  
Instructor

Instructor



**NATIONAL COUNCIL  
FOR BEHAVIORAL HEALTH**  
MENTAL HEALTH FIRST AID  
*Healthy Minds. Strong Communities.*



Youth Mental Health First Aid USA is coordinated by the National Council for Behavioral Health, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health.



MENTAL HEALTH  
FIRST AID USA



MENTAL  
HEALTH  
FIRST AID™

## Certificate

**Nadine Magana**

has completed the 8 hour course and is now certified in

**Mental Health First Aid USA**

And has been trained to provide initial help to people experiencing mental health problems such as depression, anxiety disorders, psychosis, and substance use disorders.

This certification became effective on:

Date

12/06/2016

This certification expires on:

Date

12/06/2019

**Gina Ehlert**

Instructor

**Lise Porter**

Instructor



**NATIONAL COUNCIL**

MENTAL HEALTH FIRST AID

*Healthy Minds. Strong Communities.*

Mental Health First Aid USA is coordinated by the National Council for Behavioral Health, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health.





Mental Health  
First Aid USA



MENTAL  
HEALTH  
FIRST AID®

Instructor Certificate  
**Nadine Magana**

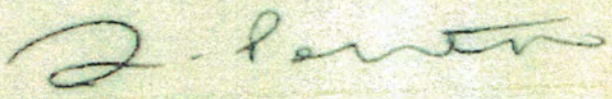
has completed the 32-hour  
**Mental Health First Aid USA**  
**Instructor Course**

And is now qualified to teach the 8-hour Mental Health First Aid course.  
This course teaches skills for providing initial help to people experiencing mental health problems such as depression, anxiety disorders, psychosis and substance use disorders.

12/9/2016

Date

  
Instructor

  
Instructor

**NATIONAL COUNCIL  
FOR BEHAVIORAL HEALTH**  
STATE ASSOCIATIONS OF ADDICTION SERVICES  
*Stronger Together.*

National Council for Behavioral Health operates Mental Health First Aid in the USA. The National Council for Behavioral Health, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health founded Mental Health First Aid USA.



# CERTIFIED TRAINER

Educate, Equip & Support: Building Hope (EES)

**Nading Magana**

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United Advocates for Children and Families certifies that the above named individual has successfully completed the educational requirements and has demonstrated understanding and aptitude regarding the proficiency to become a certified trainer of the *Educate, Equip, and Support: Building Hope (EES)* course.

*Deborah Van Dusen*

Instructor



July 24, 2015

---

Date



# Spencer Dutschke

[Spencer.dutschke@yahoo.com](mailto:Spencer.dutschke@yahoo.com) (209) 304-9205- Lone, CA

## Training and Certifications:

- July 2015- Friday Night Live 101 Training
- September 2015- Mandated Reporter Training
- November 2015- The Council for Boys and Young Men Facilitator Training
- December 2016- Mental Health First Aid
- March 2017- HIPAA and Behavioral Health Training
- March 2017- Family Finding Training
- May 2017- Project SUCCESS Model Program Training
- May 2017- Keeping Our Kids Safe from Sex Trafficking Training
- June 2017- Trauma Informed Practices
- June 2017- Training of Trainers for Trauma Informed Practices
- June 2017- Facilitating Change Talk
- June 2017- Case Management Essentials
- September 2017- Bridges Out of Poverty Training
- September 2017- Applying Bridges Concepts Training
- December 2017- Adult Mental Health First Aid Training
- December 2017- Adult Mental Health First Aid Instructor Training
- January 2018- Youth Mental Health First Aid Training
- January 2018- Youth Mental Health First Aid Instructor Training

## Experience:

### **Nexus Youth and Family Services- Prevention Specialist/Educator**

Jackson, CA- 7-15-Present

- One of my main responsibilities is working with at risk youth during after school groups. Topics include developing decision making skills, communication, conflict resolution, drug and alcohol prevention and other life skills.
- Providing information regarding drug and alcohol prevention strategies, goal setting, decision making, and peer pressure refusal strategies to Amador County School District students using evidence based curriculum.
- Coordination of Club Live and Friday Night Live youth groups to help youth be involved with setting goals and helping the community as a whole and working to give youth alternatives to using drugs, alcohol, tobacco and engaging in other risky behaviors.

### **Ione Band of Miwok Indians- Cultural Monitor**

Plymouth, CA- 10-2014-3-2015



- Oversee any digging that was being done on commercial construction sites to help ensure that no Native American remains or artifacts were being disturbed.
- Worked with crews to instruct them on what to look out for and avoid while digging.
- Study objects that were found in order to determine if any further excavation was needed in order to preserve Native American artifacts or remains.

#### **Wells Fargo Bank- Teller**

North Las Vegas, NV- 3-2014-6-2014

- Conduct transactions for customers mostly in the form of deposits and withdrawals.
- Helped customers make payments on loans, helped them create cashier's checks, and referred them to Bankers for new accounts.
- Foreign Teller- Helped customers exchange American currency for foreign currency and vice versa.

#### **Ione Band of Miwok Indians- Administrative Assistant**

Plymouth, CA- 6-2013-12-2013

- Used excel to create spreadsheets, worked with the Tribal Administrator on outreach to other tribes and answered and made phone calls as necessary.

#### **The California Parks Company at Lake Camanche- Store/Marina Clerk and Cook**

Ione, CA- 2011-2013

- Ring customers up at the registers and ensure that the store is kept clean and in order.
- Showed customers how to correctly run the rented boats and gave them instructions as to the rules of the lake, then would clean and gas the boats when they were returned.
- Ran café at North Shore during winter preparing customer orders, keeping the kitchen clean and putting in the product order every week.

#### **Ione Pizza Factory- Night Manager**

Ione, CA- 2009-2011

- Responsible for overseeing the overall production of the restaurant on any given night.
- Count down the registers and make the drop deposit every night.
- Took care of all the regular duties of the restaurant such as, taking orders, making pizzas and delivering pizzas when it was necessary.

#### **MACT Health Board- File Clerk**

Jackson, CA- Summer of 2006 and 2007-2008

- Ensure that all patient charts were complete, up to date, and in correct order for the doctors.
- Answer phone calls from patients and other doctors' offices to set up appointments with our physicians or send patient information if needed.

- Worked with different pharmacies and practitioners to send and receive approved prescription refills.

Education:

- Argonaut High School- Received diploma in 2006
- Sierra College- Studied general education 2006-2007
- Folsom Lake College- Studied general education 2007-2008
- Cuesta College- Studied general education 2008-2009



# Youth Mental Health First Aid USA



Instructor Certificate

YOUTH  
MENTAL  
HEALTH  
FIRST AID®

Spencer Dutschke  
has completed the 32 hour

## Youth Mental Health First Aid USA Instructor Course

And is now qualified to teach the 8-hour Youth Mental Health First Aid course.  
This course teaches skills for providing initial help to young people experiencing mental health problems such as depression, anxiety disorders, psychosis and substance use disorders.

1/12/2018

Date

Vice President for Public Education & Strategic Initiatives  
National Council for Behavioral Health

**NATIONAL COUNCIL**  
FOR BEHAVIORAL HEALTH  
STATE ASSOCIATIONS OF ADDICTION SERVICES  
*Stronger Together.*

National Council for Behavioral Health operates Mental Health First Aid in the USA. The National Council for Behavioral Health, and the Missouri Department of Mental Health founded Mental Health First Aid USA.

Youth Mental Health  
First Aid USA



YOUTH  
MENTAL  
HEALTH  
FIRST AID®

## Spencer Dutschke

Has completed the 8-hour course and is now certified in

## Youth Mental Health First Aid USA

And has been trained to provide initial help to young people experiencing problems such as depression, anxiety disorders, psychosis, and substance use disorders.

This certificate became effective on: 1/12/2018  
Date

This certificate expires on: 1/12/2021  
Date

Gina Ehlert, M. Ed.  
Instructor

Carrie Hill  
Instructor

**NATIONAL COUNCIL**  
FOR BEHAVIORAL HEALTH  
STATE ASSOCIATIONS OF ADDICTION SERVICES  
*Stronger Together.*

National Council for Behavioral Health operates Mental Health First Aid in the USA. The National Council for Behavioral Health, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health founded Mental Health First Aid USA.



# Mental Health First Aid USA



MENTAL  
HEALTH  
FIRST AID®

## Instructor Certificate

Spencer Dutschke

has completed the 32 hour

# Adult Mental Health First Aid USA Instructor Course

And is now qualified to teach the 8-hour Adult Mental Health First Aid course.  
This course teaches skills for providing initial help to people experiencing mental health problems such as depression, anxiety disorders, psychosis and substance use disorders.

12/8/2017

Date

Vice President for Public Education & Strategic Initiatives  
National Council for Behavioral Health

**NATIONAL COUNCIL**  
FOR BEHAVIORAL HEALTH  
STATE ASSOCIATIONS OF ADDICTION SERVICES  
*Stronger Together.*

National Council for Behavioral Health operates Mental Health First Aid in the USA. The National Council for Behavioral Health, and the Missouri Department of Mental Health founded Mental Health First Aid USA.

Mental Health  
First Aid USA



MENTAL  
HEALTH  
FIRST AID®

## Spencer Dutschke

Has completed the 8-hour course and is now certified in

## Mental Health First Aid USA

And has been trained to provide initial help to people experiencing problems such as depression, anxiety disorders, psychosis, and substance use disorders.

This certificate became effective on: 12/8/2017  
Date

This certificate expires on: 12/8/2020  
Date

Gina Ehlert, M. Ed.

Instructor

Ali Gheith, MS, CEM, MEP

Instructor

**NATIONAL COUNCIL**  
FOR BEHAVIORAL HEALTH  
STATE ASSOCIATIONS OF ADDICTION SERVICES  
*Stronger Together.*

National Council for Behavioral Health operates Mental Health First Aid in the USA. The National Council for Behavioral Health, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health founded Mental Health First Aid USA.



# Certificate of Completion

This certificate is awarded to:

Spencer Dutschke

For successfully completing  
**Trauma Informed Practices for Schools (TIPS)**  
**Training of Trainers (8 Hours)**



SAN DIEGO COUNTY  
OFFICE OF EDUCATION

Michelle Lustig  
Michelle Lustig, Ed.D., MSW, PPSC

June 29, 2017  
Date



# Student Assistance Services

*awards this*

## CERTIFICATE OF COMPLETION

*For*

**Applying Alcohol & Other Drug Prevention & Assessment  
Strategies to High Risk Adolescents Using the  
Project SUCCESS Model Program**

*to*

*Spencer Dutschke*

*(Participant's Name)*

*who has successfully completed 21 education and training clock hours covering*

*How to prepare to implement Project SUCCESS, an evidence-based substance abuse prevention program*

*as of*

May 15, 16 & 17, 2017 - The Center for Human Development - Martinez, CA

*(Date of Successful Completion)*



**Signature of Authorized Representative**

This training is provided under New York State Office of Alcoholism and Substance Abuse Services (OASAS) Education and Training Provider Certification Number 0100. Training under a New York State OASAS Provider Certification is acceptable for meeting all or part of the CASAC/PPP/CPS education and training requirements.



# Certificate of Training



THE  
COUNCIL  
FOR BOYS AND YOUNG MEN

ONE CIRCLE  
FOUNDATION

presents this certificate of completion to:

**Spencer Dutschke**

Attendee License # \_\_\_\_\_ (if applicable)

For completing *The Council for Boys and Young Men*® Facilitator Training  
on November 5th and 6th, 2015 in San Francisco, CA.

*Jason M. Sole*  
Jason Sole, Trainer

One Circle Foundation is an Approved Provider of the State of CA Board of Behavioral Sciences, Continuing Education Prov. No. PCE 3703, Hours Completed: 13 | The CA Board of Registered Nursing, Provider # CEP 14919, for 13 Contact Hrs., Licensee must retain document for a period of 4 years after course concludes. | Program approved by the Nat'l Assoc. of Social Workers, Prov. No. 886445495-7611: 13 Hrs | Approved Program Ohio Counselor, Social Worker, Marriage Family Therapist Board, Program No. MCST081409: 13 Contact Hrs. | State of CA Corrections Standards Authority Certification No. N2137-033905, 13 Hrs. | Approved CAADAC/CFAAP Provider Number 4N-14-216-0516: 13 Hrs. | Approved NAADAC Provider Number 139310: 13 Hrs.



# Stephanie Ellis

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P.O. Box 1542  
Jackson, CA 95642  
209-418-8091

## **Professional Objective:**

Looking for advancement within my current employment

## **Professional Experience:**

### October 2016 to Present

Organization: Nexus Youth and Family Services

Position: Youth Prevention Specialist- Educator

Creatively and effectively deliver prevention education and other related activities in Amador County. Work collaboratively with Friday Night Live/Club Live/FNL Kids Chapters and prevention groups in schools and in the community. Collaborate with other local agencies and groups to coordinate youth drug, alcohol, and tobacco use prevention activities. Track attendance, maintain required files, record and file data, assist with program evaluation, and complete required documentation for program records.

### November 2003 to October 2016

Organization: Amador County Office of Education

Position: Special Education Paraprofessional: Duties: Provide daily activities based on classroom teacher's curriculum and direct systematic instruction, supervision and academic/daily living support for children and young adults. Work closely with parents and teachers. Provide in-home support services.

### June 2003 to Present

Organization: First 5 of Amador County

Position: Childcare Coordinator; Duties: Coordinate and provide childcare for special community events.

### November 2010 to October 2011

Organization: YWCA (relocated from Oklahoma)

Position: Preschool Teacher Duties: Worked closely with disenfranchised parents both living and/or receiving services on site by facilitating healthy parenting skills and provided daily care, supervision and educational needs to their children ages 0 to 6.

December 2003 to December 2014

Organization: Accredited Nursing Services

Position: Respite Nurse; Duties: To provide at home support services to parents with severally disabled children, allowing them to have a day off, long weekend away and even go on 10 day vacations.

**Volunteer Experience:**

August 2000 to August 2003

Organization: Jackson Head Start

Position: Parent President; Duties: Served on the Parent Policy Council, Board of Directors, Safety Council\* Education development and implementation, Scheduling and facilitating all parent meetings and all classroom activities that involved parent participation e Amador Tuolumne Community Action Agency Board Member

Volunteer Coordinator for school, church and children's outreach events

**Education:**

Coastline Community College

September 2015- Certificate in Human Services

Present-Continuing Education

**Training- Certifications:**

*Strategies*

March 2018- ACES: Breaking the Cycle of Intimate Partner Violence

March 2018- Pair of ACES: Building Community Resilience

March 2018- Trauma- Informed Care

*Crisis Prevention Institute*

October 2017-Prevention Theories and Framework

October 2017- Strengthening Families and Relationships

October 2017- Integrating, Screening and Early Identification, Brief Motivational Interventions and Health Coaching into our Continuum of Services

October 2017- Prevention Primer: A Guide for New AOD Prevention Specialists

October 2017- Evidence Based Intervention

*Bridges Out of Poverty*

September 2017- Strategies for Professionals and Communities

September 2017- Applying Bridges Concepts

*San Diego County Office of Education*



June 2017- Trauma Informed Practices  
*National Council for Behavioral Health*  
August 2016- Youth Mental Health First Aid USA  
*Strategies*  
June 2017- Trauma Informed Practices for Schools  
June 2017- Facilitating Change Talk  
*Foster and Kinship care and Education*  
May 2017-Commercially Sexually Exploited Children: Awareness and Identification  
*California Department of Social Services-Relias*  
March 2017- Mandated Reporter  
March 2017- HIPPA and Behavioral Health  
March 2017- Client Patient Rights





# Strategies 2.0

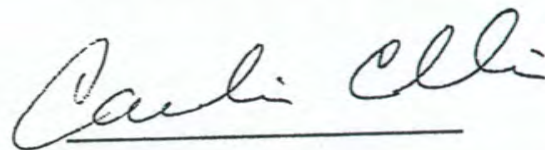
This certificate acknowledges that

**Stephanie Ellis**

completed a 3.25 hour training:

**THE PAIR OF ACES: BUILDING  
COMMUNITY RESILIENCE**

on March 27, 2018



Strategies 2.0 Trainer





# Strategies 2.0

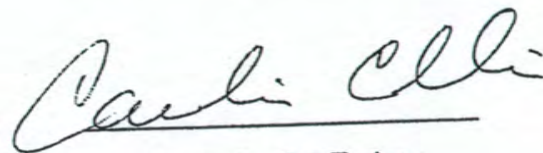
This certificate acknowledges that

**Stephanie Ellis**

completed a full-day training:

**Trauma-Informed Care**

on March 28, 2018



Strategies 2.0 Trainer



# CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

**Stephanie Ellis**

HAS PARTICIPATED IN 8 HOURS OF

“BRIDGES OUT OF POVERTY”

STRATEGIES FOR PROFESSIONALS & COMMUNITIES

PRESENTED BY TERIE DREUSSI SMITH

Awarded this 13<sup>th</sup> day of September, 2017



TERIE DREUSSI SMITH



# CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT

**Stephanie Ellis**

HAS PARTICIPATED IN 8 HOURS OF

“APPLYING BRIDGES CONCEPT”

PRESENTED BY TERIE DREUSSI SMITH

Awarded this 14<sup>th</sup> day of September, 2017

OUT OF POVERTY  
**Bridges**

TERIE DREUSSI SMITH

---



# Youth Mental Health First Aid USA



YOUTH  
MENTAL  
HEALTH  
FIRST AID™

## Certificate

*Stephanie Ellis*

has completed the 8 hour course and is now certified in

## Mental Health First Aid USA

And has been trained to provide initial help to young people experiencing mental health problems such as depression, anxiety disorders, psychosis, and substance use disorders.

This certification became effective on:

*July 9<sup>th</sup>, 2016*

This certification expires on:

Date

*July 9<sup>th</sup>, 2018*

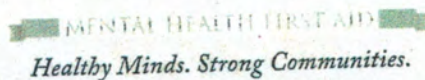
*[Signature]*  
Instructor

Instructor

*[Signature]*



NATIONAL COUNCIL



Youth Mental Health First Aid USA is coordinated by the National Council for Behavioral Health, the Maryland Department of Health and Mental Hygiene, and the Missouri Department of Mental Health.







# Strategies 2.0

This certificate acknowledges that

**Stephanie Ellis**

completed a half-day training:

**FACILITATING CHANGE TALK**

on June 6, 2017

---

Senior Training & TA Specialist





FOSTER AND KINSHIP CARE EDUCATION  
CERTIFICATE OF ATTENDANCE

AWARDED TO

Class Title: Commercially Sexually Exploited Children:  
Awareness and Identification

Date 05/04/17 Hours 4

Josephine Feemster

Instructor

*Julene Aguilera*

Program Director

Folsom Lake College-El Dorado Center



This is to certify that  
**Stephanie Ellis**  
has successfully completed  
**HIPAA and Behavioral Health**

Completed on: 3/17/2017

Credit Hours: 2.00

*Amy Johnson MSN, RN*  
Amy Johnson MSN, RN, CPN  
Director of Continuing Education  
Relias Learning, LLC  
111 Corning Road, Suite 250  
Cary, North Carolina 27518

RELIAS LEARNING



# CERTIFICATE OF ATTENDANCE



Early Childhood  
Investigations

*Stephanie Ellis*

Attendee's name

Attended a webinar presentation

**Helping Children Birth Through 5 Rebound from  
Traumatic Experiences: Create Classrooms That Support Recovery**

By Cate Heroman and Jenna Bilmes

**1.5 hours**

*Fran Simon, M,Ed*

Fran Simon, M.Ed. Webinar Producer  
Early Childhood Investigations Webinars

**October 25<sup>th</sup>, 2016**

Date

# MARIJUANA AWARENESS TRAINING WEBINAR

THIS ACKNOWLEDGES ATTENDING A 30-MINUTE WEBINAR ON

## Marijuana Awareness Training

PRESENTED TO

STEPHANIE ELLIS

11/29/2016

*Chudley Edward Werch, PhD, President  
Prevention Plus Wellness, LLC*



# CERTIFICATE OF ATTENDANCE



Early Childhood  
Investigations

*Stephanie Ellis*

Attendee's name

Attended a webinar presentation

**Leading for ECE Program Quality:  
Using Self-Awareness and Intention to Affect Positive Change**

By Judy Jablon

**1.5 hours**

*Fran Simon, M,Ed*

Fran Simon, M.Ed. Webinar Producer  
Early Childhood Investigations Webinars

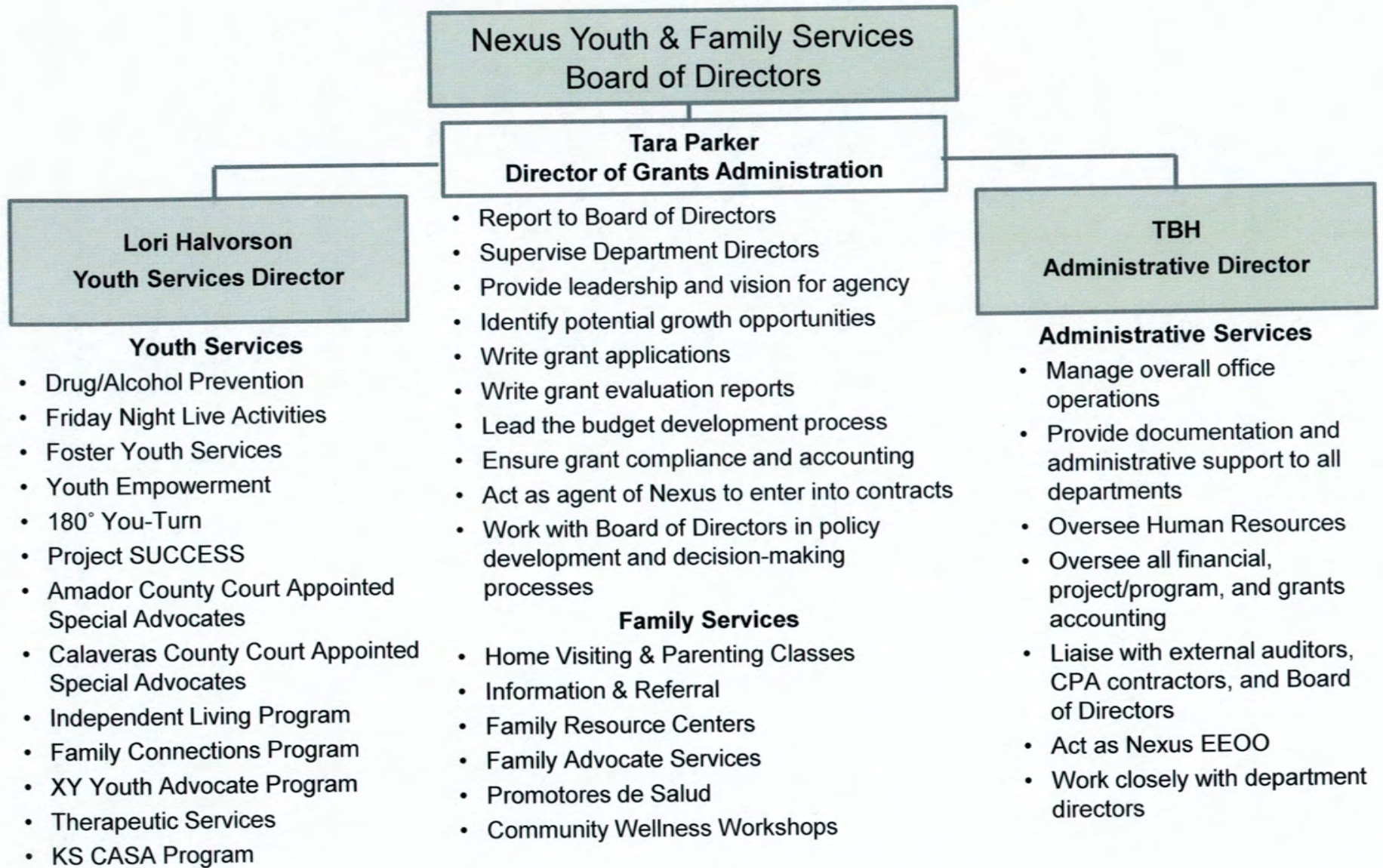
January 27<sup>th</sup>, 2016

Date



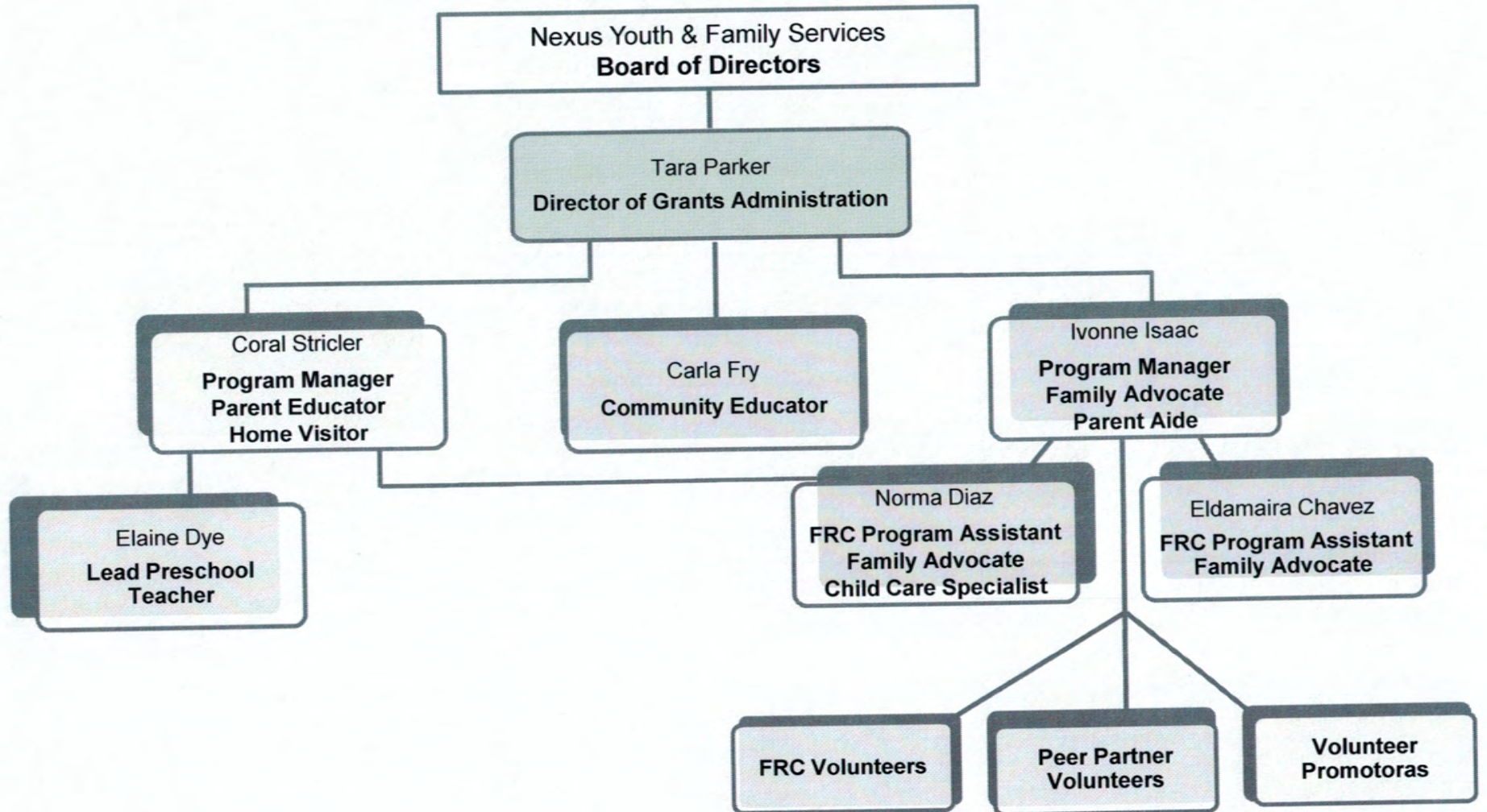
# Organizational Chart

# Nexus Youth & Family Services



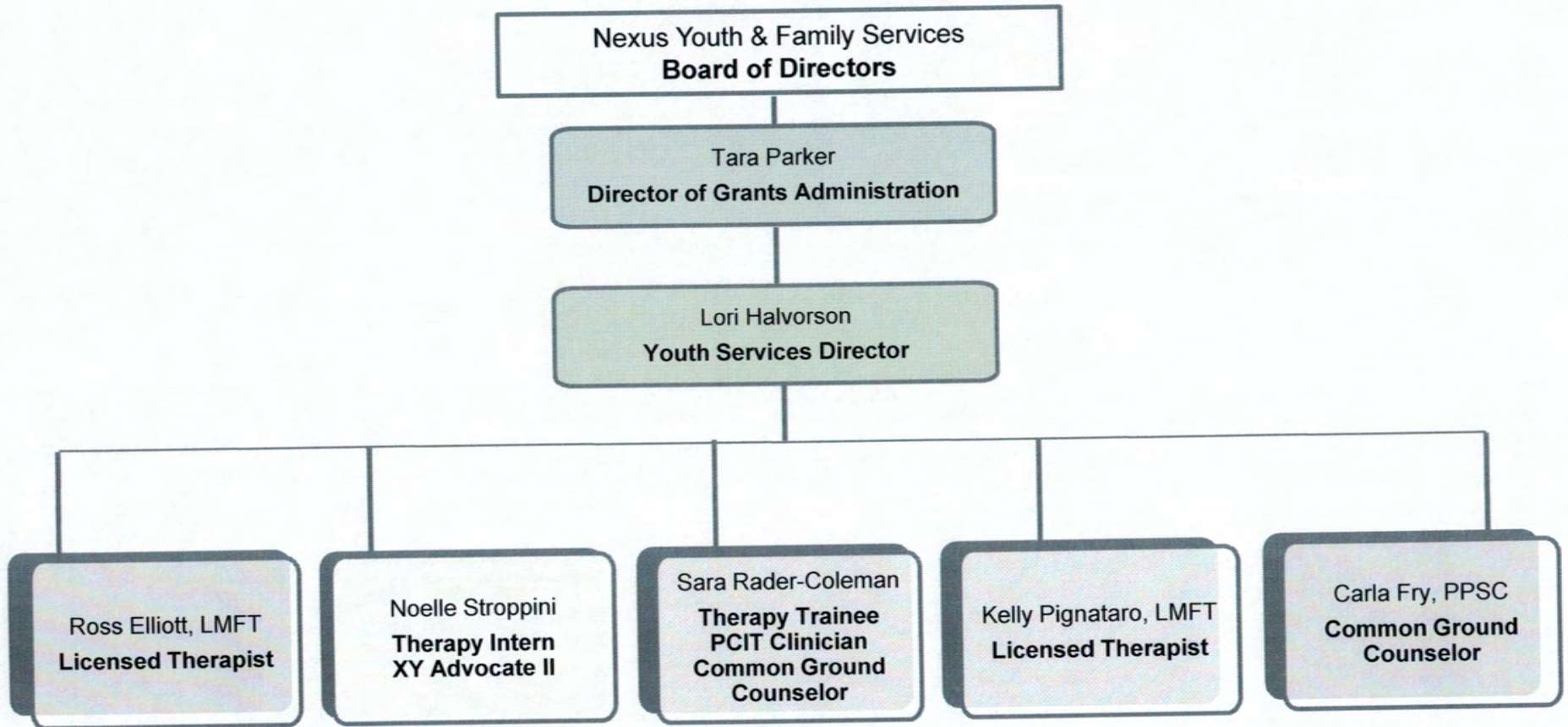


**Nexus Youth & Family Services**  
Family Services Department



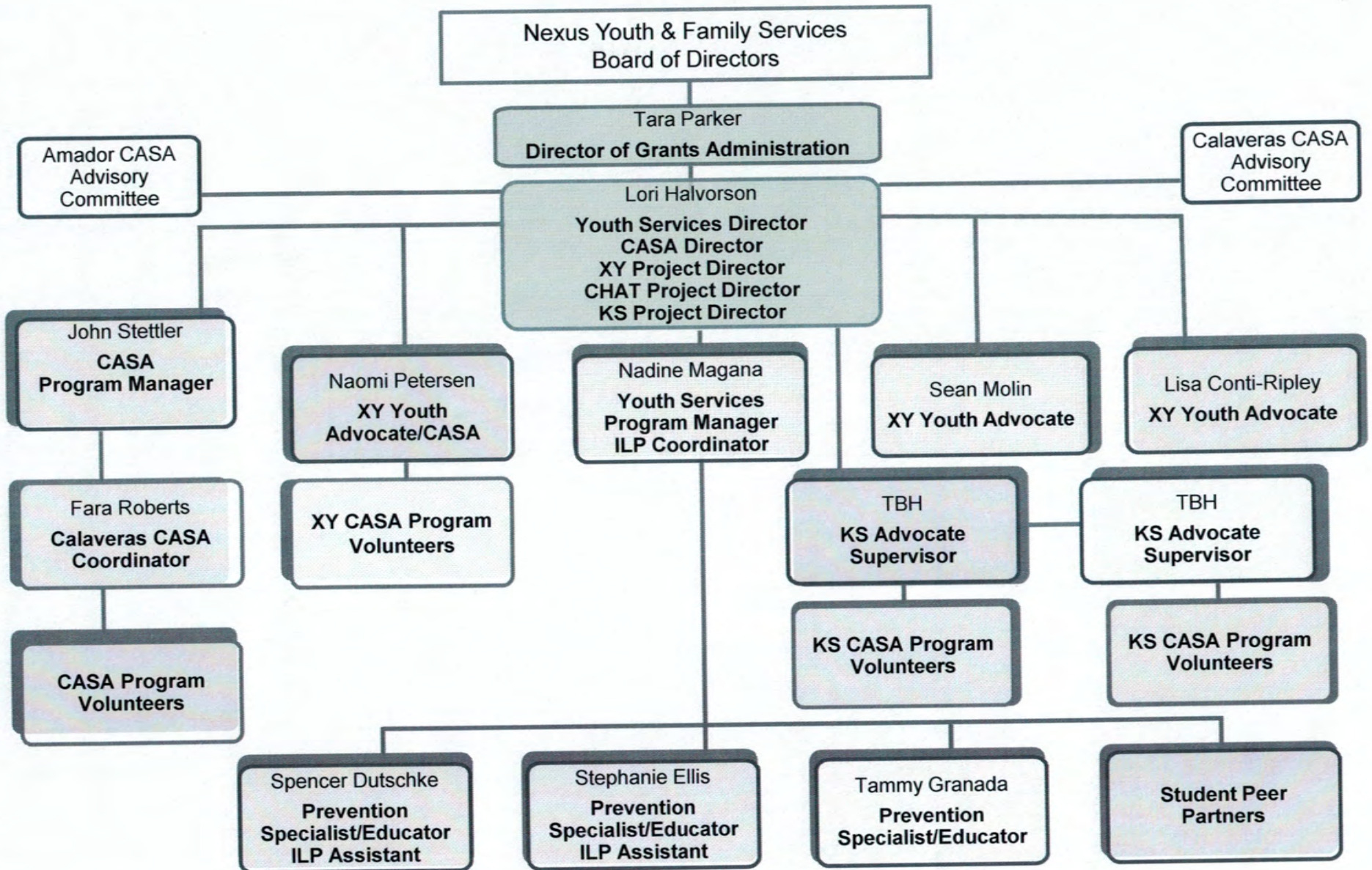


**Nexus Youth & Family Services**  
Therapeutic Services / Youth Services Department





# Nexus Youth & Family Services Youth Services Department



## **Letters of Support**



---

MARK J. BONINI  
Chief Probation Officer



DEBBIE SEGALE  
Deputy Chief Probation Officer

April 17, 2018

To Whom It May Concern:

Nexus Youth & Family Services is a non-profit human services organization dedicated to providing essential and effective programs in Amador County, including prevention, education and therapeutic services for children, youth, adults and families. Founded in 2014, Nexus has a proven track record of providing quality, fiscally responsible and relevant programs to the citizens of our community including:

- Programs that support child and family well-being outcomes including parent education, home visitation, family reunification and the information and referral services;
- Programs to help targeted/high risk youth and foster youth;
- Therapeutic counseling services for children, youth and families;
- Programs that provide outreach, prevention, education, case management and linkage for community members to mental health services;
- Family Resource Center model programs which offer community-based access to services including needed health, recreational, educational and social service programs;
- Programs to build and support youth-focused community partnerships, provide prevention and early intervention services and mental health education to Amador County youth;
- Drug and alcohol prevention programs for students;
- Youth development programs.

Since the formation of Nexus, many local children, youth, adults and families have benefited from services provided by this responsive community agency. Their outstanding work within our schools, Community Centers and the community at large is vital to the future of Amador County citizens.

I would like to offer my full support to the Nexus team and I look forward to continuing to work with this exceptional organization in the future to enhance the health and well-being of community members living in Amador County.

Respectfully;

A handwritten signature in black ink, appearing to read "M. Bonini".

Mark J. Bonini  
Chief Probation Officer

---

675 New York Ranch Rd. • Jackson, CA. 95642 • 209-223-6387 • 209-223-6403(fax)





Office of the DISTRICT ATTORNEY  
708 Court Street • Jackson CA 95642-2130

**Todd D. Riebe**  
District Attorney

Criminal Division	(209) 223-6444
FAX	(209) 223-6304
Investigations	(209) 223-6444
Victim Witness	(209) 223-6474
FAX	(209) 223-6480

April 17, 2018

To Whom It May Concern:

Nexus Youth & Family Services is a non-profit human services organization dedicated to providing essential and effective programs in Amador County, including prevention, education and therapeutic services for children, youth, adults and families. Founded in 2014, Nexus has a proven track record of providing quality, fiscally responsible, and relevant programs to the citizens of our community including:

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- Programs to help targeted/high risk youth and foster youth;
- Therapeutic counseling services for children, youth and families;
- Programs that provide outreach, prevention, education, case management, and linkage for community members to mental health services;
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- Youth development programs.

Since the formation of Nexus, many local children, youth, adults and families have benefited from services provided by this responsive community agency. Their outstanding work within our schools, Community Centers, and the community at large is vital to the future of Amador County citizens.

I would like to offer my full support to the Nexus team, and I look forward to continuing to work with this exceptional organization in the future to enhance the health and well-being of community members living in Amador County.

Best Regards

Harla Ward  
Project Coordinator  
Amador County Victim/Witness Assistance Program  
209/223-6475





*Amador County Unified School District  
217 Rex Avenue, Jackson, CA 95642  
(209) 257-5353 ~ FAX 257-5360*

April 18, 2018

To Whom It May Concern:

Nexus Youth & Family Services is a non-profit human services organization dedicated to providing essential and effective programs in Amador County, including prevention, education and therapeutic services for children, youth, adults and families. Founded in 2014, Nexus has a proven track record of providing quality and relevant programs to the citizens of our community including:

- Programs that support child and family well-being outcomes including parent education, home visitation, family reunification, and the information and referral services;
- Programs to help targeted/high risk youth and foster youth;
- Therapeutic counseling services for children, youth and families;
- Programs that provide outreach, prevention, education, case management, and linkage for community members to mental health services;
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- Programs to build and support youth-focused community partnerships, provide prevention and early intervention services and mental health education to Amador County youth;
- Drug and alcohol prevention programs for students;
- Youth development programs.

Since the formation of Nexus, many local children, youth, adults and families have benefited from services provided by this responsive community agency. Their outstanding work within our schools, Community Centers, and the community at large is vital in helping us meet the needs of our Amador County citizens.

I would like to offer my full support to the Nexus team, and I look forward to continuing to work with this exceptional organization in the future to enhance the health and well-being of community members living in Amador County.

Sincerely,

A handwritten signature in blue ink that reads "Sean Snider".

Sean Snider  
Director of Student Services





April 20, 2018

To Whom It May Concern:

Nexus Youth & Family Services is a non-profit human services organization dedicated to providing essential and effective programs in Amador County, including prevention, education and therapeutic services for children, youth, adults and families. Founded in 2014, Nexus has a proven track record of providing quality, fiscally responsible, and relevant programs to the citizens of our community including:

- Programs that support child and family well-being outcomes including parent education, home visitation, family reunification, and the information and referral services;
- Programs to help targeted/high risk youth and foster youth;
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- Drug and alcohol prevention programs for students;
- Youth development programs.

Since the formation of Nexus, many local children, youth, adults and families have benefited from services provided by this responsive community agency. Their outstanding work within our schools, Community Centers, and the community at large is vital to the future of Amador County citizens.

I would like to offer my full support to the Nexus team, and I look forward to continuing to work with this exceptional organization in the future to enhance the health and well-being of community members living in Amador County.

Regards,

Janice Davis,  
Board Member,  
Amador Community College Foundation  
Student Services Advisor,  
Amador College Connect  
[janice@amadorcollegeconnect.org](mailto:janice@amadorcollegeconnect.org)  
<https://amadorcollegeconnect.org>

Amador College Connect – Founded by Amador Community College Foundation  
525-6 Highway 49 | Jackson, CA 95642  
209.217.8239 | [www.amadorcollegeconnect.org](http://www.amadorcollegeconnect.org) | [info@amadorcollegeconnect.org](mailto:info@amadorcollegeconnect.org)





Administrative Office: 455 W. Main St. • P.O. Box 3940 • Quincy, CA 95971 • (530) 283-3330 • (800) 655-8350 • Fax: (530) 283-2150 • OCA # 320316037

To Whom It May Concern:

Nexus Youth & Family Services is a non-profit human services organization dedicated to providing essential and effective programs in Amador County, including prevention, education and therapeutic services for children, youth, adults and families. Founded in 2014, Nexus has a proven track record of providing quality, fiscally responsible, and relevant programs to the citizens of our community including:

- Programs that support child and family well-being outcomes including parent education, home visitation, family reunification, and the information and referral services;
- Programs to help targeted/high risk youth and foster youth;
- Therapeutic counseling services for children, youth and families;
- Programs that provide outreach, prevention, education, case management, and linkage for community members to mental health services;
- Family Resource Center model programs which offer community-based access to services including needed health, recreational, educational, and social service programs;
- Programs to build and support youth-focused community partnerships, provide prevention and early intervention services and mental health education to Amador County youth;
- Drug and alcohol prevention programs for students;
- Youth development programs.

Since the formation of Nexus, many local children, youth, adults and families have benefited from services provided by this responsive community agency. Their outstanding work within our schools, Community Centers, and the community at large is vital to the future of Amador County citizens.

I would like to offer my full support to the Nexus team, and I look forward to continuing to work with this exceptional organization in the future to enhance the health and well-being of community members living in Amador County.

A handwritten signature in black ink, appearing to be "J. P. [unclear]", is written over a horizontal line.

*Our mission is to support individuals and families in cultivating positive relationships and lifelong connections.*

[www.ea.org](http://www.ea.org)

RFP 18-09

### Independent Living Program (ILP)

Only one provider responded to this RFP, Nexus Youth and Family Services. The review team is recommending that the county enter into a contract with Nexus Youth and Family Services for the Independent Living Program. Nexus met the RFP requirements.

#### Scope of Work:

The planning process shall include community stakeholder input.

The coordinator's responsibilities include but are not limited to the following necessary tasks:

- Develop a timeline for the planning process and startup of the program.
- Develop a listing of core activities and classes that will be offered
- Recruitment process
- Develop a needs and service assessment process
- Development of individual portfolios
- Develop an overall evaluation plan to assess success of the ILP Program
- Follow up activities
- Maintain statistics for and complete the ILP Annual Statistical Report for ILP Eligible Probation and Aftercare Youth and the ILP Annual Narrative Report and Plan.
- Enter ILP services provided to youth into the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services-California Automated Response and Engagement System (CWS-CARES).

The Nexus Youth and Family Services proposal addresses these Scope of Work components as follows:

The proposal demonstrates relevant experience, and their staff possesses the desired training and skills. Nexus has successfully been providing this service for Amador County's foster youth. The agency presented a curriculum meeting the needs of our foster youth, covering mandated topics. Nexus will utilize informal and formal assessments to determine needs and progress of each individual foster youth. The evaluation plan includes feedback sought from various sources. Nexus' office is centrally located in Jackson. However, the agency has the opportunity to use their Family Resource Centers in other locations throughout the county. The agency will also use an online interactive learning module, making additional resources available to our youth. Youth will also be given the opportunity to attend relevant field trips. Nexus staff have previously demonstrated the ability to accurately track youth participation and to document this in the Department's computer case management system. Nexus staff have also previously successfully completed the required annual narrative report. Program partners are listed and are appropriate.



## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of [REDACTED], 20 [REDACTED] by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and [REDACTED], a California [REDACTED] (**Corporation, Sole Proprietor, etc.**) (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 [REDACTED] 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 [REDACTED], Contractor will provide [REDACTED] services for Amador County [REDACTED] Department (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.
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.** This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or [REDACTED] (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to

terminate this Agreement with or without cause on [REDACTED] ([REDACTED] days) 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.

The County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or its employees or subContractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

## 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 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
- 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.
- 5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

## 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 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any

person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference 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.
- 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.
11. **INSURANCE.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:
  - 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
    - 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
    - 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Consultant has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

11.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.**
- 11.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant



shall ensure that County is an additional insured on insurance required from subcontractors.

11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. 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.

13. DOCUMENTS AND RECORDS.

13.1 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.

13.2 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.

- 13.3 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.
- 13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 13.5 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.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 14.1 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).
- 14.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.
- 14.3 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.

15. 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](http://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**.

16. 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 Health Services Department  
Behavioral Health Division  
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.

17. 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:           XXXX  
                                  XXXX  
                                  XXXX

To County:                XXXX  
                                  XXXX



XXXX

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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **CONFLICT OF INTEREST.** Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or

degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

Signatures on following page

SAMPLE

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

COUNTY OF AMADOR

CONTRACTOR: XXXX,  
a California corporation

BY: \_\_\_\_\_  
John Plasse,  
Board of Supervisors

BY: \_\_\_\_\_  
XXXXX  
Federal I.D. No.:

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: \_\_\_\_\_

SAMPLE



## ATTACHMENT A – SCOPE OF WORK SERVICES

(Provide a summary of the work to be provided here)

1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
2. Contractor's response to RFP XX-XX dated XXXX XX, 201X attached herein and;
3. Revised Statement of Work Dated XXXX XX, 201X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 201X and; (If Applicable)
5. This Agreement

These documents are hereby made a part of and incorporated herein by reference into this contract.

SAMPLE

## ATTACHMENT B – FEE SCHEDULE PAYMENT

Total compensation to Contractor will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) in accordance with Cost Proposal dated XXXX XX, 20XX submitted by (Contractor's name here) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Contractor (Place Firm and/or Individual Name Here); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

### ADDITIONAL WORK

When the County requests additional work to be performed Contractor shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

### HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

### EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

These documents are hereby made a part of and incorporated herein by reference into this contract.

**ATTACHMENT C**

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY  
AND DRUG & ALCOHOL TESTING POLICY FOR  
FOR CONTRACTORS**

The undersigned, authorized signatory for [REDACTED] (the “Contractor”), certifies as follows:

1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.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, subContractors, and agents who perform services pursuant to the Agreement to which this Attachment “C” is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subContractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Company Name (if any): [REDACTED]

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## 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 [REDACTED], 2016, made and entered into by and between the County of Amador and [REDACTED], a California (**Corporation, Sole Proprietor, etc.**) (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby [REDACTED], a California [REDACTED] (“Business Associate”) will provide certain services to Amador County Health Services Department, Behavioral Health Division (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

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, 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. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.

2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“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 if done by the Covered Entity. 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 received from or 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 received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. 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. 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 received from, or created or received 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.

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, to the Secretary of the United States Department of Health and Human Services (“DHHS”) for purposes of investigating or auditing the Covered Entity’s compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.

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 Health Services Department, Behavioral Health Divison (“Covered Entity”)      XXX, a California, (**Corporation, Sole Proprietor, etc.**)

By: \_\_\_\_\_  
James Foley  
Interim Director of Health Services

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_