

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/20/2015

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

Phone Ext. x470

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

Meeting Date Requested:
05/26/2015

Department Head Signature _____

Agenda Title: Building Permit Fee Waiver or Reduction

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

Discussion and possible action relative to a request by Canh and Jennifer Nguyen for a waiver or reduction in one time fees associated with a proposed home to be built on property located in Willow Creek Ranch Estates, 15235 Muller Road in Plymouth, California.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Building Department

FOR CLERK USE ONLY

Meeting Date

5-26-15

Time _____

Item #

6

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____



Jennifer Burns <jburns@amadorgov.org>

Board of Supervisors Agenda

1 message

Jennifer Nguyen <jnguyen2013@gmail.com>

Tue, May 5, 2015 at 1:51 PM

To: "jburns@amadorgov.org" <jburns@amadorgov.org>

Cc: Jennifer Nguyen <jnguyen2013@gmail.com>, Canh Nguyen <cncanh@hotmail.com>, Madre Lane <mlane@amadorgov.org>, Jennifer Burns <jburns@amadorgov.org>

Dear Board of Supervisors,

My husband, Canh, and I would like to be on your next meeting agenda to request your consideration to waive or reduce the one time fees associated with a proposed home to be built for my parents on our newly acquired unimproved property, located at 15235 Muller Road in Plymouth.

Background

We recently purchased 6 acres in the Willow Creek Ranch Estates and will be starting new construction on our home this summer. We would like to build a home for my parents and/or visiting family on our parcel and designed a house plan with this in mind. We quickly learned that the additional dwelling would have to be under the same roof as our primary home and adapted our draft house plans to accommodate this requirement. Since then we have learned that the proposed home for my parents would also require the payment of all of the one time fees associated with a single family dwelling which totals \$14,450. These fees seem very high for a home that is required to be under 1,000 square feet and is also required to be attached to our primary home. The home for my parents will only be used for portions of the year when they are not traveling in their RV, their primary home. We have accommodated all of the required elements in our draft house plans and will submit one set of plans for our primary home and the my parents home because we intend to build both simultaneously, as they are one structure.

With this in mind, we will be requesting your consideration to waive or reduce the one time fees associated with building my parents home.

Please let me know if we have been added to the agenda and the details of your upcoming meeting. If you have any questions I can be reached at (916) 539-0904.

kind regards,

Jennifer Nguyen

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/20/2015

From: Chuck Iley, County Administrative Officer

(Department Head - please type)

Phone Ext. x470

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

Meeting Date Requested:

05/26/2015

Department Head Signature



Agenda Title: Director of Health and Human Services Agency Job Description

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

Discussion and possible action relative to proposed revisions to the the job description for the subject position.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name Administrative - 5-4-15

Committee Recommendation:

Approval

Request Reviewed by:

Chairman

Counsel



Auditor



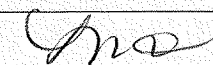
GSA Director



CAO



Risk Management



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

Human Resources

FOR CLERK USE ONLY

Meeting Date

5-26-15

Time

Item #

7

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

Department

Completed by

For meeting

of

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

ATTEST: _____

Clerk or Deputy Board Clerk

AMADOR COUNTY

FLSA: EXEMPT
EEO: 1

DIRECTOR OF HEALTH AND HUMAN SERVICES AGENCY

DEFINITION

Under Board direction, to plan, organize, direct, manage, coordinate and supervise the activities, programs and services of the County Social Services programs including Eligibility, Welfare to Work, Child Protective Services, Adult Protective Services, and In Home Supportive Services. Also Mental Health and Drug and Alcohol Services the and Public Health Department and The Conservator's and Guardian Department.; ~~T, Mental Health and Public Health Departments~~; to direct the implementation and enforcement of Federal, State and local laws and regulations including, but not limited to, directing staff in the provision of public assistance and social services, public health activities and health education programs, drug/alcohol prevention and intervention programs, and mental health case management and counseling services; to represent Agency activities, programs and services with community organizations and other agencies, counties and State departments; to perform special assignments as directed by the Board of Supervisors; to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is an Agency Head position with general responsibility for the administration of a major area of County Government under the direction of the Board of Supervisors.

REPORTS TO

Board of Supervisors.

CLASSIFICATIONS DIRECTLY SUPERVISED

Fiscal Officer, Alcohol & Drug Program Administrator, System Support Analyst, Health Educator, Public Health Nurse III, Administrative Support Supervisor I & II, Staff Support Analyst 1 & 2, Program Manager I & II (both Social Services and Behavioral Health), Welfare Fraud Investigator I & II, Behavioral Mental Health Deputy Director, Deputy Conservator / Guardian, physicians including Health Officer and Psychiatrists.

DIRECTOR OF HEALTH AND HUMAN SERVICES - 2

EXAMPLES OF DUTIES

Plans, organizes, directs, coordinates, and administers public health, mental health, drug and alcohol services, Conservator and Guardianship services and social services programs including eligibility, the protective services and Welfare to Work, for the County; has responsibility for enforcement of Public Health, Social Services, Conservator / Guardianship, Drug and Alcohol and Mental Health laws and regulations.

Determines and implements Agency goals, objectives and policies; oversees preparation of Agency budgets and provides justification of proposed budget changes; maintains expenditure controls.

Oversees development of Requests for Proposal for contracts for any department under HHS supervision.

Monitors contract compliance in all HHS departments and assures that public monies are spent efficaciously.

Oversees the crisis response of Behavioral Health ensuring that suicidal or homicidal persons are cared for and treated safely and appropriately.

Assures that 5150 MOU's are kept current and that all involved parties are cooperating to the betterment of the clients served.

Provides direction in the development of policies and procedures for all programs and services; assures implementation of protocols for the control and prevention of communicable diseases; reviews performance evaluations, staff recruitment, hiring and training activities.

Directs the gathering of statistical information and preparation of a variety of reports throughout the Agency; plans and develops new program efforts including the application and monitoring of grants; represents the Agency with community organizations, other agencies and other government jurisdictions.

Serves as the Agency advocate; handles the most sensitive public complaints and issues; provides expertise regarding social services, mental health and public health problems and issues for other County management staff and elected officials.

Mediates Civil Rights complaints from recipients / consumers – gathers information, conducts meetings, prepares formal reports and coordinates with State civil rights department.

Conducts Fair Hearings according to county guidelines in cases where a recipient has followed

the formal requirements in contesting an eligibility decision.

Performs a broad range of administrative and management duties; serves as a media liaison concerning Agency issues.;

Meets with other Department Heads to resolve problems, establish policies and procedures and coordinates efforts.;

Serves as a liaison with appropriate State agencies; plans service delivery methods and procedures on a long and short term basis; hires, supervises, evaluates certain Agency staff.;

Performs special assignments for the Board of Supervisors; prepares and presents studies, cost analyses, workload/staffing issues and program suggestions to the State and the Board of Supervisors.;

Monitors agency education needs related to risk prevention, legal issues and compliance as well as HIPAA or other related area compliance and ensures training addresses those needs; monitors implementation of the County's regulatory compliance activities, which may include specific program areas such as HIPAA.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous contact with staff and the public.

DIRECTOR OF HEALTH AND HUMAN SERVICES -- 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Human services – including the protective services and welfare to work services, Mental Health, Drug and Alcohol, Conservator / Guardianship and Public Health problems and issues and their relationship to the development and delivery of public programs and services.
- Federal, State and County laws and regulations applicable to Public Health programs and communicable disease control, the delivery of social services and eligibility for public assistance, and alcohol and drug prevention and treatment programs and Mental Health programs and grants.
- Current issues in the field of social welfare, alcohol/drug prevention and treatment, mental health, Conservatorship and Guardianship and public health.
- Local, state and national health and human services systems.
- Principles, techniques and practices of effective business and government program administration.
- Operating policies and general functions of the State Department of Social Services, Behavioral Mental Health, Conservator / Guardian and Public Health.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training and development.
- Public personnel management.
- Health care laws and regulations, including HIPAA

Formatted: Left

Ability to:

- Plan, organize, direct, manage, administer and coordinate the functions and programs of the County Health and Human Services Agency.
- Insure proper enforcement of Public Health, Mental Health, Guardian/ Conservator, Social Services and Drug/Alcohol Prevention statutes, laws, and regulations.
- Provide direction, supervision and training for Agency staff.
- Develop and administer budget and control expenditures.
- Review the work of Agency staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of statistics, records, and reports.

Formatted: Left

- Effectively represent the Agency in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Develop, negotiate and monitor contracts and grants.
- Work effectively with the employee union to respond to employee performance concerns and working conditions issues.

Formatted: Left, Bulleted + Level: 1 + Aligned at: 0.75" + Indent at: 1"

DIRECTOR OF HEALTH AND HUMAN SERVICES – 4

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

Master's degree from a graduate school of social work and licensed by Board of Behavioral Sciences, LCSW.

AND

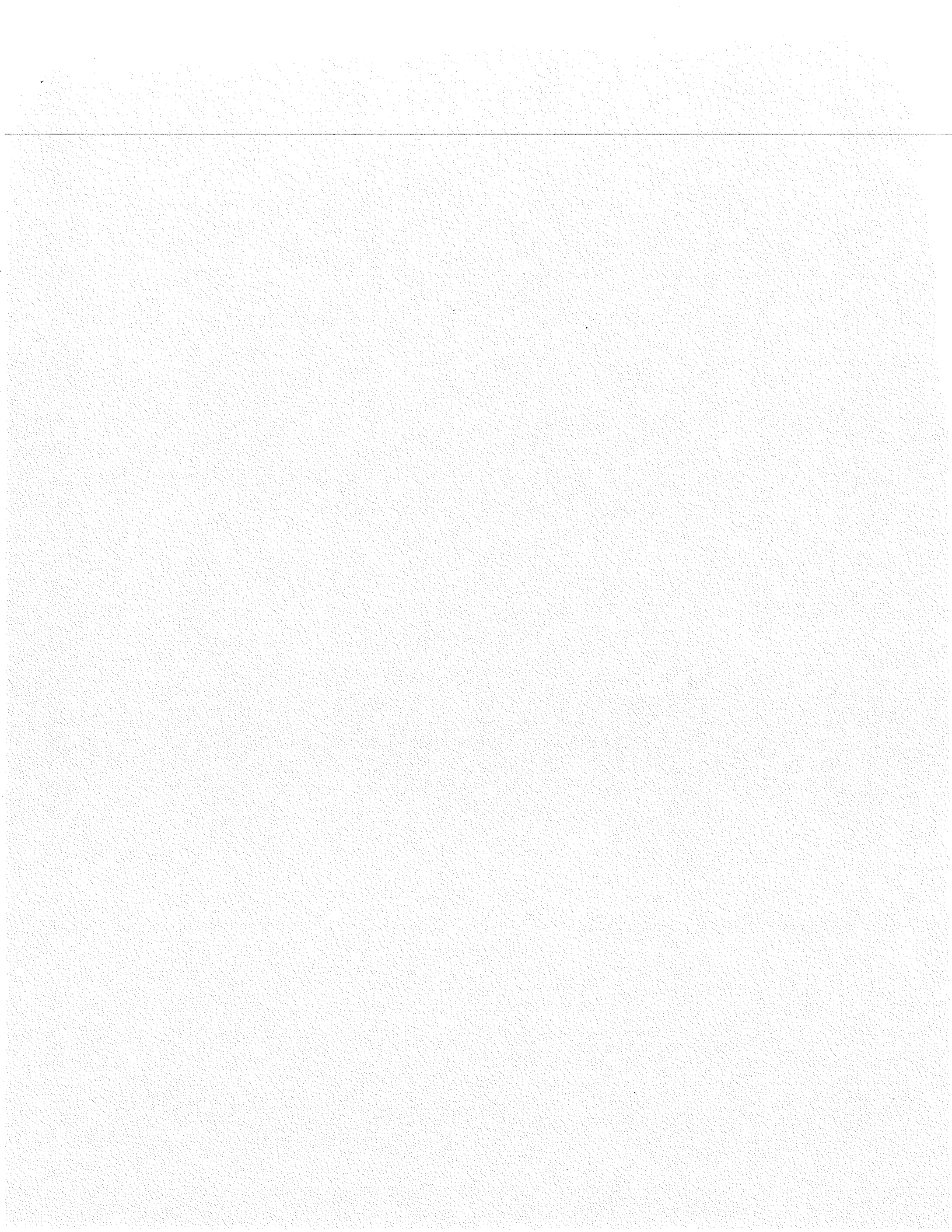
Five (5) years of professionals level experience in a public or private social service or ———public health agency program in a supervisory, administrative, executive or consulting capacity. The experience will have included work in the areas of fiscal management, clinical practice and management, personnel management and program development. (One year of additional qualifying ———experience may be substituted for the graduate education requirement but only if approved, in writing, and in advance by the Department of Health Care Services.

Formatted: Indent: Left: 0.5", First line: 0"

OR

Five (5) years of high level executive or administrative experience in which the person has demonstrated an ability to evaluate, administer and control varied types of programs requiring large expenditures of funds and broad and extensive experience in the development, analysis and administration of public health and/or social services programs and services. (A Medical Degree, a PhD psychologist, Master's degree in public administration, health ———administration, political science, economics, Master's degree in psychiatric of public health nursing, psychology or sociology or Licensed MFT, may be substituted for the Master's degree in Social Work).

Special Requirements: Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.



DIRECTOR OF HEALTH AND HUMAN SERVICES AGENCY

DEFINITION

Under Board direction, to plan, organize, direct, manage, coordinate and supervise the activities, programs and services of the County Social Services programs including Eligibility, Welfare to Work, Child Protective Services, Adult Protective Services, and In Home Supportive Services. Also Mental Health and Drug and Alcohol Services the Public Health Department and The Conservator' and Guardian Department. To direct the implementation and enforcement of Federal, State and local laws and regulations including, but not limited to, directing staff in the provision of public assistance and social services, public health activities and health education programs, drug/alcohol prevention and intervention programs, and mental health case management and counseling services; to represent Agency activities, programs and services with community organizations and other agencies, counties and State departments; to perform special assignments as directed by the Board of Supervisors; to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is an Agency Head position with general responsibility for the administration of a major area of County Government under the direction of the Board of Supervisors.

REPORTS TO

Board of Supervisors.

CLASSIFICATIONS DIRECTLY SUPERVISED

Fiscal Officer, Alcohol & Drug Program Administrator, System Support Analyst, Health Educator, Public Health Nurse III, Administrative Support Supervisor I & II, Staff Support Analyst 1 & 2, Program Manager I & II (both Social Services and Behavioral Health), Welfare Fraud Investigator I & II, Behavioral Health Deputy Director, Deputy Conservator / Guardian, physicians including Health Officer and Psychiatrists.

DIRECTOR OF HEALTH AND HUMAN SERVICES - 2

EXAMPLES OF DUTIES

Plans, organizes, directs, coordinates, and administers public health, mental health, drug and alcohol services, Conservator and Guardianship services and social services programs including eligibility, the protective services and Welfare to Work, for the County; has responsibility for enforcement of Public Health, Social Services, Conservator / Guardianship, Drug and Alcohol and Mental Health laws and regulations.

Determines and implements Agency goals, objectives and policies; oversees preparation of Agency budgets and provides justification of proposed budget changes; maintains expenditure controls.

Oversees development of Requests for Proposal for contracts for any department under HHS supervision.

Monitors contract compliance in all HHS departments and assures that public monies are spent efficaciously.

Oversees the crisis response of Behavioral Health ensuring that suicidal or homicidal persons are cared for and treated safely and appropriately.

Assures that 5150 MOU's are kept current and that all involved parties are cooperating to the betterment of the clients served.

Provides direction in the development of policies and procedures for all programs and services; assures implementation of protocols for the control and prevention of communicable diseases; reviews performance evaluations, staff recruitment, hiring and training activities.

Directs the gathering of statistical information and preparation of a variety of reports throughout the Agency; plans and develops new program efforts including the application and monitoring of grants; represents the Agency with community organizations, other agencies and other government jurisdictions.

Serves as the Agency advocate; handles the most sensitive public complaints and issues; provides expertise regarding social services, mental health and public health problems and issues for other County management staff and elected officials.

Mediates Civil Rights complaints from recipients / consumers – gathers information, conducts meetings, prepares formal reports and coordinates with State civil rights department.

Conducts Fair Hearings according to county guidelines in cases where a recipient has followed the formal requirements in contesting an eligibility decision.

Performs a broad range of administrative and management duties; serves as a media liaison concerning Agency issues.

Meets with other Department Heads to resolve problems, establish policies and procedures and coordinates efforts.

Serves as a liaison with appropriate State agencies; plans service delivery methods and procedures on a long and short term basis; hires, supervises, evaluates certain Agency staff.

Performs special assignments for the Board of Supervisors; prepares and presents studies, cost analyses, workload/staffing issues and program suggestions to the State and the Board of Supervisors.

Monitors agency education needs related to risk prevention, legal issues and compliance as well as HIPAA or other related area compliance and ensures training addresses those needs; monitors implementation of the County's regulatory compliance activities, which may include specific program areas such as HIPAA.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Human services – including the protective services and welfare to work services, Mental Health, Drug and Alcohol, Conservator / Guardianship and Public Health problems and issues and their relationship to the development and delivery of public programs and services.
- Federal, State and County laws and regulations applicable to Public Health programs and communicable disease control, the delivery of social services and eligibility for public assistance, and alcohol and drug prevention and treatment programs and Mental Health programs and grants.
- Current issues in the field of social welfare, alcohol/drug prevention and treatment, mental health, Conservatorship and Guardianship and public health.
- Local, state and national health and human services systems.
- Principles, techniques and practices of effective business and government

program administration.

- Operating policies and general functions of the State Department of Social Services, Behavioral Health, Conservator / Guardian and Public Health.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training and development.
- Public personnel management.
- Health care laws and regulations, including HIPAA

Ability to:

- Plan, organize, direct, manage, administer and coordinate the functions and programs of the County Health and Human Services Agency.
- Insure proper enforcement of Public Health, Mental Health, Guardian/ Conservator, Social Services and Drug/Alcohol Prevention statutes, laws, and regulations.
- Provide direction, supervision and training for Agency staff.
- Develop and administer budget and control expenditures.
- Review the work of Agency staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of statistics, records, and reports.
- Effectively represent the Agency in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Develop, negotiate and monitor contracts and grants.
- Work effectively with the employee union to respond to employee performance concerns and working conditions issues.

AGENDA TRANSMITTAL FORM

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

To: Board of Supervisors

Date: May 20, 2015

From: Jon Hopkins, Dir.

(Department Head - please type)

Phone Ext. X759

Meeting Date Requested:

05/26/15

Department Head Signature _____

Agenda Title: Discussion and possible action regarding follow up regarding parking at the Pine Grove Town Hall

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

Please see the attached memo

Recommendation/Requested Action:

Discussion and possible action

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GC

Auditor YOR

GSA Director HOP

CAO CA

Risk Management Mr.

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

GSA-Jon Hopkins; County Counsel-Gregory Gillott

FOR CLERK USE ONLY

Meeting Date

5-26-15

Time _____

Item #

8

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6375 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



Memorandum

TO: Board of Supervisors

FROM: Jon Hopkins, Director *JH*

DATE: May 20, 2015

RE: Update on Parking at the Pine Grove Town Hall

On April 28, 2015 the Board directed General Services to research the County's responsibilities with respect to the Prop 40 Grant Application, review the Brooks Trust for use/sale or lease, cost of parking signs, the possibility of moving the yoga class to the evening and the possibility of relocating the bus stop currently located in front of the Town Hall.

The County entered into a Grant Contract on January 13, 2006 with the State of California for the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, also known as Proposition 40. Some of the funds from this grant were used to renovate the Pine Grove Town Hall (PGTH). From our research it appears monies used to complete the PGTH renovations were solidified in an agreement with State of California dated December 19, 2011 (attached for reference). \$309,000.00 was used to complete the PGTH portion. The terms of use stated in the grant contract state the County agrees to operate and maintain any property acquired or developed with grant monies for the duration of the contract performance period which ends in June 30, 2031; however the final payment was not made by the State until May of 2012 which extends the provisions in the aforementioned contract to May of 2032 (according to the State).

I contacted George and Hazel Brooks regarding their adjacent property; Hazel referred me to her brother, Ciro L. Toma. Both Hazel and Ciro informed me they have a good tenant and at this time do not wish to pursue selling or leasing.

In addition staff and I met with Supervisors Boitano and Morgan to discuss this issue. We discussed the possibility of the County providing the legal no parking signs for Mr. Novaky. The signs require compliance with Vehicle Code Section 22658 (a) (1) and the current signs do not meet the code (missing the tow company name & telephone number and the law enforcement agency name & telephone number). Cost for each sign would be approximately \$50.00 and there are currently two signs located on site.

Craig Burman, President of the Pine Grove Civic Improvement Club, was asked to discuss the possibility of moving the yoga class to the evening. He stated there is already an evening class and the current day class is attended by primarily elderly and disabled participants which is the reason for conducting the class during the day. In his observation he doesn't feel the yoga class is the issue, and thinks it may be people using the library.

In regards to moving the bus stop, staff has yet been able to receive a response from Amador Transit.

Recommendation: Discussion and possible action.

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

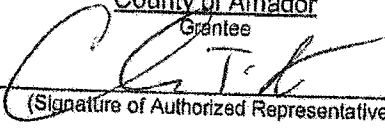
2002 Resources Bond Act
Per Capita

GRANTEE County of Amador


THE PROJECT PERFORMANCE PERIOD IS FROM July 01, 2011 through June 30, 2015

CONTRACT PERFORMANCE PERIOD IS FROM July 01, 2011 through June 30, 2031

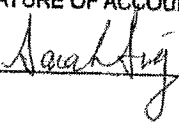
The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Per Capita in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the total Project Grant Amount indicated.
THESE FUNDS ARE FOR THE ACQUISITION AND DEVELOPMENT OF NEIGHBORHOOD, COMMUNITY, AND REGIONAL PARKS AND RECREATION LANDS AND FACILITIES.

By: 
(Signature of Authorized Representative)
Title: County Administrative Officer
Date: 12/16/11

The General and Special Provisions attached are made a part of and incorporated into the Contract

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
By: 
Date: 12/19/2011

CERTIFICATION OF FUNDING

CONTRACT NO C0231111	AMENDMENT NO	CALSTRS VENDOR NO 000000300300 ✓	PROJECT NO		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 464,849	FUND Clean Water, Cln Air, Cstl Protc Fd, CA				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT 0	ITEM 3790-103-6029(1)	CHAPTER 33/11	STATUTE 11	FISCAL YEAR 2011/12	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 464,849	INDEX 1091	OBJ. EXPEND 702	PCA 66056	PROJECT/WORK PHASE	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER <u></u>			DATE <u>12/23/11</u>	

Grantee - 12/20/11

RESOLUTION NO. 11-149

**RESOLUTION APPROVING THE USE OF A HOLDING TANK ON ASSESSOR'S
PARCEL NO. 014-250-014-000**

Proposition 40 Per Capita Contract: Discussion and possible action relative to adoption of a resolution approving Grant Contract #C0207580 pursuant to the 2002 Resources Bond Act authorizing recordation of required deed restrictions and authorizing the County Administrative Officer to execute said Grant Contract on behalf of Amador County.

Mr. Chuck Iley, County Administrative Officer, explained to the Board that the Prop 40 funds were not utilized within the time frame listed in the original contract resulting in the need for a new contract. Mr. Iley stated there are some additional conditions within the new contract that he thought the Board should be aware of.

Mr. Iley talked about the now-required deed restrictions and stated the time frame is still the same as well as the requirement of the continuance of activities associated with the Prop 40 grant. Mr. Iley stated the deed restriction will go away when the requirement sunsets.

Supervisor Forster stated for the record that the reason the County missed their deadlines was because the State missed several of theirs.

Discussion ensued relative to the uses of the recreational center.

Ms. Tracey Towner, Executive Director, Amador County Recreation Agency (ACRA), answered questions from the Board.

Discussion ensued and the following action was taken.

ACTION: Approved pursuant to the following motion.

MOTION: It was moved by Supervisor Boitano, seconded by Supervisor Novelli and unanimously carried to adopt the resolution authorizing the County Administrative Officer permission to execute the Grant Contract pursuant to the 2002 Resources Bond Act and also authorizing recordation of the required deed restrictions.

RESOLUTION NO. 11-150

**RESOLUTION APPROVING GRANT CONTRACT PURSUANT TO THE 2002
RESOURCES BOND ACT AND AUTHORIZING RECORDATION OF REQUIRED
DEED RESTRICTIONS**

Administrative Agency: Discussion and possible action relative to approval of an agreement for Shenandoah Ridge and Zinfandel Reorganizations to the City of Plymouth, #271 and Revenue Sharing Upon Annexation.

Mr. Chuck Iley, County Administrative Officer, introduced this item and stated Mr. Jeff Gardner, City Manager, City of Plymouth, was present to answer any questions the Board might have.

Supervisor Boitano asked about Agricultural Agreements with the surrounding properties.

Mr. Bob Reeder, Reeder Southerland, Inc., talked about the three properties that fit the definition of *agricultural land* and stated one property is being counted as agricultural land even though he is not sure it actually is. He also stated he does not have agreements in one to two instances.

Chairman Plasse talked about previous discussions in the General Plan meetings on Urban Reserve. He stated if an individual does not want to be in a Sphere of Influence or annexation, their wishes should be respected.

Mr. Reeder talked about APN 008-100-025-000 (Garfinkle); a 25 acre parcel south of the annexation area. Mr. Reeder stated there is a parcel between the Garfinkle parcel and the annexation area, making the Garfinkle parcel completely outside the proposed SOI.

Chairman Plasse asked about public safety services and how the City plans on dealing with escalating costs.

Mr. Jeff Gardner, City Manager, City of Plymouth, stated the City anticipates charging an annual \$500/lot fee on the area involving development. He further stated the City will be including an escalator clause which will increase with the Consumer Price Index (CPI) annually. Mr. Gardner also stated as the city develops it will generate additional revenue. At this time the public safety costs are not being met due to a lack of economic income from commercial development.

Supervisor Novelli asked how the proposed development will impact the Amador County Recreation Agency (ACRA).

Mr. Gardner stated the City of Plymouth currently pays ACRA on a per capita basis and plans to continue doing so.

Mr. Iley advised the Board he asked Ms. Towner if she wanted to be included in the subject agreement. Ms. Towner advised Mr. Iley that ACRA's separate agreement with the City of Plymouth is adequate at this time and does not need to be included.

Discussion ensued relative to the establishment of base year value.

GRANT CONTRACT

This AGREEMENT is hereby made and agreed upon by the State of California, acting through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and County of Amador (hereinafter referred to as "GRANTEE") pursuant to the Per Capita in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.

RECITALS

1. On or about 1/13/2006 the STATE and GRANTEE entered into Grant Contract #C0207580 (hereinafter referred to as "PREVIOUS CONTRACT") for an amount not to exceed \$1,200,000. This grant was funded in accordance with the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, also known as Proposition 40.
2. The completion date set forth in the PREVIOUS CONTRACT was 6/30/2011. The GRANTEE did not complete the grant project(s) or spend its entire allocation prior to the contract liquidation date and, therefore, is not discharged from its obligations under the PREVIOUS CONTRACT.
3. Pursuant to the PREVIOUS CONTRACT, STATE disbursed grant funds to GRANTEE in the total amount of \$1,200,000, leaving a balance in the amount of \$ 464,849 for use by GRANTEE.
4. On or about June 30, 2011, Chapter 33 of the Statutes of 2011 (hereinafter "Budget Bill of 2011/12") was enacted. Item 3790-401 stated that all grant funds previously appropriated from Proposition 40 that have not been expended by grant recipients prior to June 30, 2011 shall revert to the funds from which the appropriations were made. This provisions effectively terminated STATE's authority to pay out further grant funds under the PREVIOUS CONTRACT.

Pursuant to section 3790-103-6029 of the Budget Bill of 2011/12, the Legislature appropriated an amount equivalent to the balance remaining on June 30, 2011 in the 2002 California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Fund. The Legislature made these funds available for grants previously appropriated from Proposition 40 funds which are deemed to have the highest priority statewide consistent with Section 5098.633 of the Public Resources Code. These funds are available for encumbrance on or before June 30, 2013. Per Government Code section 16304, the liquidation period of these funds is extended to on or before June 30, 2015.
5. Pursuant to the Budget Bill of 2011/12, item number 3790-103-6029 and 3790-401, STATE and GRANTEE agree to enter into this Agreement (hereinafter referred to as "CONTRACT"), which establishes terms and conditions that allow the expenditure of the newly appropriated grant funds established by Senate Bill 87 to complete the project(s) set forth in the CONTRACT. STATE and GRANTEE agree to cancel the PREVIOUS CONTRACT and agree to be bound by the terms and conditions of this CONTRACT.

TERMS AND CONDITIONS

The STATE, pursuant to the Per Capita in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, and through authority granted by section 3790-103-6029 of the Budget Bill of 2011/12, hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed \$ 464,849 subject to the terms and conditions of this CONTRACT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.

In consideration thereof GRANTEE agrees to abide by the terms and conditions of this CONTRACT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.

In addition to the terms and conditions of this CONTRACT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this CONTRACT.

- a. The PROCEDURAL GUIDE;
- b. The submitted APPLICATION(S).

I. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
2. The term "ACT" means the statutory basis for these grant programs.
3. The term "APPLICATION" means the individual project application packet(s) for a grant(s) pursuant to the enabling legislation and/or grant program process guide requirements.
4. The term "COMPETITIVE GRANT PROGRAM" means the Urban Park Act of 2001, the Murray Hayden Urban Youth Services Program, the State Urban Parks and Healthy Communities Act, the Roberti-Z'berg-Harris Nonurban Needs Basis, Roberti-Z'berg-Harris Urban Needs Basis or California Youth Soccer and Recreation Development program.
5. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this CONTRACT. The "CONTRACT PERFORMANCE PERIOD" means the period of time during which the GRANTEE must use the property acquired or developed with the grant for purposes consistent with the grant.

6. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the Section I of this contract during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form(s) found in the APPLICATION(s).
9. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for the 2002 Resources Bond Act [subprogram name]. The GUIDE provides the procedures and policies controlling the administration of the grant.
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.
11. The term "REASONABLE HOURS OF OPERATION" means that the facility is available to the public during days and times consistent with the type of property, the amount of the STATE GRANT MONIES invested in the project, the time of year, and the operating hours of similar facilities in nearby communities.
12. The term "STATE" refers to the State of California acting by and through the California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE(S), and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

2. All changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the CONTRACT and result in the enforcement of the Project Termination provision section E. found in this CONTRACT.

If the contract was funded under a COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any other project changes or alterations which deviate from the project selection criteria responses provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval. This requirement is necessary to maintain the integrity of the competitive grant process.

3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this CONTRACT, and under the terms and conditions of this CONTRACT.
4. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.
7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for ACQUISITION projects, the GRANT MONIES shall be placed in an escrow account by GRANTEE. If GRANT MONIES are advanced and not expended, GRANTEE shall return the unused portion of the advanced funds to the STATE within 60 days after the close of escrow.
2. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account by GRANTEE until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE provides GRANTEE with a written waiver of this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD whichever is earlier.
3. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the

STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this CONTRACT.

4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this CONTRACT and the GRANTEE shall make such property or facilities available for inspection upon 24 hours notice from the STATE.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete.
6. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

E. Deed Restriction

1. In order to ensure that property improved or acquired with GRANT MONIES are used for purposes consistent with the grant, if the property acquired or developed with GRANT MONIES is owned by the GRANTEE, the GRANTEE must record a deed restriction on the title to property prior to receiving payments for any purpose other than acquisition. The Deed Restriction shall include the following elements:
 - a. **DURATION.** (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest during the CONTRACT PERFORMANCE PERIOD.
 - b. **TAXES AND ASSESSMENTS.** The Deed Restriction shall be irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, the Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
 - c. **RIGHT OF ENTRY.** STATE or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.
 - d. **REMEDIES.** Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of the Deed Restriction will be deemed a violation and a breach hereof. STATE may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of the Deed Restriction. In the event of a breach, any forbearance on the part of STATE to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

F. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the GRANTEE shall return all GRANT MONIES to the STATE.

2. This CONTRACT may be rescinded, modified or amended only by mutual written CONTRACT between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual CONTRACT is not required for a rescission, modification or CONTRACT.
3. Failure by the GRANTEE to comply with the terms of this CONTRACT, as well as any other grant contracts or other CONTRACTs that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE under this CONTRACT unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. The GRANTEE agrees that in the event of a breach of this CONTRACT, the STATE may seek, in addition to all remedies provided by law, specific performance of the CONTRACT in accordance with the purpose of the CONTRACT to preserve, protect and increase the quantity and quality of parks, public recreation facilities, opportunities and/or historic resources available to the people of the State of California.

G. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT to GRANTEE to reflect a reduced grant amount. This paragraph shall not require the mutual CONTRACT as addressed in Paragraph E, subsection 2, of this CONTRACT.

H. Indemnity

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the GRANTEE

shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of GRANT MONIES, (b) the total cost of the project; (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of use of the GRANT MONIES.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment of GRANT MONIES.
4. The GRANTEE shall use a generally accepted accounting system.

J. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property acquired or developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of

- the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE'S jurisdiction.
3. If the APPLICATION does not specify the days and hours of operation, the facility will have REASONABLE OPERATING HOURS. The GRANTEE shall request the STATE'S approval before making any changes to the hours of operation.
 4. If the APPLICATION specifies the hours of operation, the facility shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this CONTRACT or under provisions of the enabling legislation and/or grant program.
 5. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired or developed with GRANT MONIES under this CONTRACT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
 6. The GRANTEE agrees to use any property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the GRANTEE with property of equivalent value and usefulness as determined by STATE.
 7. The property acquired or developed with GRANT MONIES may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this CONTRACT and with written approval of the STATE.
 8. Any real property acquired or developed with GRANT MONIES (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the GRANT MONIES were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under this CONTRACT.
 8. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse the STATE an amount at least equal to the amount of GRANT MONIES received from the STATE or the pro rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
 9. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

K. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of property or a specific facility included in the GRANT SCOPE(S).
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

L. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

M. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

N. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

O. Section Headings

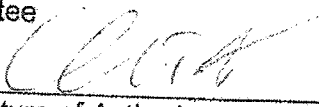
The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Amador

Grantee

By: 
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: County Administrative Officer

Date: December 6, 2011

AUDIT CHECKLIST

An audit of the project may be performed. The grantee must retain and make available all project related records for a minimum of three years following project termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the grantee to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office at (916) 445-8999.

CONTRACTS

- Summary list of bidders (including individual bid packages)
- Recommendation by reviewer of bids
- Awarding by governing body (minutes of the meeting/resolution)
- Construction contract agreement
- Contract bonds (bid, performance, payment)
- Contract change orders
- Contractor's progress billings
- Payments to contractor (cancelled checks/warrants**)
- Stop Notices (filed by sub-contractors and release if applicable)
- Liquidated damages (claimed against the contractor)
- Notice of completion (recorded)

FORCE LABOR*

- Authorization/work order identifying project
- Daily time sheets signed by employee and supervisor
- Hourly rate (salary schedules/payroll register)
- Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- Authorization/work order
- Daily time records identifying the project site
- Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/EQUIPMENT RENTALS

- Purchase orders/Contracts/Service Agreements
- Invoices
- Payments (actual cancelled checks/warrants**)

ACQUISITION

- Appraisal Report
 - Did the owner accompany the appraiser?
 - 10 year history
- Statement of just compensation (signed by seller)
- Statement of difference (if purchased above appraisal)
- Waiver of just compensation (if purchased below appraisal: signed by seller)
- Final Escrow Closing Statement
- Cancelled checks/warrants (payment(s) to seller(s))
- Grant deed (vested to the participant) or final order of condemnation
- Title insurance policy (issued to participant)
- Relocation documents
- Income (rental, grazing, sale of improvements, etc.)

INTEREST

- Schedule of interest earned on State funds advanced
Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

- Leases, agreements, etc., pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session
Meeting Date Requested: <u>05/26/2015</u>

To: Board of Supervisors
 Date: 05/19/2015

From: Jon Hopkins, General Services Director Phone Ext. 759
 (Department Head - please type)

Department Head Signature [Signature]

Agenda Title: Discussion regarding funding needed to repair vandalized facilities at Pioneer Park

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Pioneer Park has always been subject to vandalism and recently the snack shack and basketball courts have been vandalized requiring repairs. No funding is set aside to make these repairs. Please see the attached photos and memo regarding the estimated cost for repairs.

Recommendation/Requested Action:
Discussion and possible action to make repairs

Fiscal Impacts (attach budget transfer form if appropriate) <u>None</u>	Staffing Impacts _____
--	---------------------------

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation: _____

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

Comments: Memo & photos attached

Request Reviewed by:

Chairman _____	Counsel <u>GG</u>
Auditor <u>JOR</u>	GSA Director <u>Hop</u>
CAO <u>[Signature]</u>	Risk Management <u>[Signature]</u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; County Counsel-Greg Gillott ; Auditor Risk

FOR CLERK USE ONLY

Meeting Date 5-26-15 Time _____ Item # 9

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

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

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

ATTEST: _____
 Clerk or Deputy Board Clerk

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@co.amador.ca.us



Summary Memorandum

TO: Board of Supervisors
FROM: Jon Hopkins, Director *JHP*
DATE: May 19, 2015
RE: Vandalism at Pioneer Park

Pioneer Park has always been subject to vandalism and recently the totality of items needing repair is mounting. Attached for review are 19 exhibits:

1. Bent basketball hoop
2. Men's snack shack restroom door
3. Women's snack shack restroom door
4. Women's snack shack restroom door
5. Women's snack shack restroom door
6. Snack shack door (look at the reveal)
7. Snack shack vent (approximately 12' in height)
8. Equipment storage for softball
9. Tree (one of 6 around the ball field)
10. Token machine and lighting controls (damaged due to epoxy shoved in coin access points, now requires a key to be given to designee to turn on lights via the distribution center)
11. Spout protection cover damaged and removed
12. Drain out for field and dugout now plugged with tennis ball (installed by ???)
13. Disabled parking gate
14. Power source near American Legion trailer (supposed to have been removed year ago by American Legion)
15. a) what the sign is supposed to look like
b) what signs look like now (driving over signs, propane lines and septic tank)
16. Pioneer branch library front door lock
17. Graffiti on Pioneer branch library outside wall
18. Graffiti on Pioneer branch library HVAC

There are also items requiring maintenance which include painting and staining of buildings, fence repairs, slurry sealing of parking areas, tennis court resurfacing, etc. However there is no funding to make repairs or provide maintenance. Staff is seeking for direction as to how to proceed. Estimates for these items have not been obtained as efforts have been focused on other projects.

Recommendation: Discussion and possible action.

Cc: Christine Poe, Executive Assistant
File

AGENDA TRANSMITTAL FORM

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

Meeting Date Requested:
05/26/15

To: Board of Supervisors

Date: May 19, 2015

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

Phone Ext. X759

Department Head Signature [Signature]

Agenda Title: Disposition of Rabb Collins Personal Property

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

Attached is a memorandum from staff regarding the accounting of items sold to date and a summary explanation. Staff will present this information and be available for questions.

Recommendation/Requested Action:

Discussion and Possible Action

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GO

Auditor JOR GSA Director Hop

CAO OR Risk Management [Signature]

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

GSA-Jon Hopkins; County Counsel-Gregory Gillott ; Auditor

FOR CLERK USE ONLY

Meeting Date 5-26-15 Time _____ Item # 10

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save



INTERNAL MEMORANDUM

To: Jon Hopkins, GSA Director
From: Christine Poe, GSA Executive Assistant *CP*
Date: May 18, 2015
Subject: Update regarding Rabb-Collins Estate

On December 11, 2014 several items from the Rabb-Collins Estate were shipped to Fontaine's Auction Gallery in Massachusetts and were auctioned on March 28, 2015. The remaining items are being posted on the Public Surplus website. The sales from Fontaine's Auction Gallery netted the County \$34,120.00 and the sales to date from Public Purchase total \$5,706.50. There are still various items to be placed on the Public Surplus website and we are continuing to post these items intermittently. Some of the items have been posted three consecutive times without any bids being placed. In order to increase the possibility of selling these items it is recommended to lower the prices by 25% once an item has been listed three times without any activity.

On July 15, 2014 General Services discussed the Rabb-Collins Estate. Part of this discussion included the value of efforts and expenditures spent on the estate. This amount was estimated at \$46,871.86 which included the following:

- 1) Personal Property Appraisal Report \$3000
- 2) Packing Supplies \$201.95
- 3) Transport of Estate \$1910.88
- 4) Relocation of items from warehouse to print shop \$520.32
- 5) Attorney Fees (Dave Richardson) \$30,423.14
- 6) County Counsel time \$10,662.50
- 7) Transport of Estate \$153.07

It is my understanding the Board determined the GSA Staff costs and the County Counsel costs should not be included in these expenses because they were normal salaries and benefits. This reduced the amount of expenses to \$33,778.16. Staff is requesting where to deposit the proceeds from the sales of the furniture sold to date. Please see the most recent accounting of items taken by the Amador County Historical Society, items sold by Fontaine's Auction Gallery and items sold on Public Surplus.

Item No	Description	Appraisal	Market Value	ACHS	SOLD
A	Pair of Victorian Marble-Top Parlor Tables	\$1,100.00			
B	Victorian Etagere	\$1,110.00			
C	Victorian Headboard	\$200.00			
D	Rosewood Full Salon Set-Seven Pieces	\$15,000.00			\$7,400.00
E	Salon Set-Four Pieces, "Fountain Elms" pattern	\$15,000.00			\$20,000.00
F	Mr. & Mrs. Victorian Chairs, a variation on the "Fountain Elms" pattern. Could be very rare. Price could skyrocket.	\$10,000.00			
G	Arts & Crafts Bookcase	\$800.00		\$800.00	
H	French Country Rococo Style Armoire converted to Display Case	\$1,000.00			\$1,000.00
I	Davenport Desk	\$300.00		\$300.00	
J	Vitrine (display cabinet)	\$350.00			\$360.00
K	Vitrine, display case. Glass door and sides	\$700.00			
L	Settee	\$800.00			\$320.00
1	Sofa & Matching Arm Chair Set	\$600.00			
2	Art Nouveau Settee	\$150.00			\$157.50
3	Victorian Upholstered Rocking Chair	\$120.00			\$157.50
4	Pair of Walnut Victorian side chairs	\$75.00		\$75.00	
5	Two Cottage Victorian Side Chairs	\$60.00		\$60.00	
6	Pair of Side Chairs (Victorian Rococo Style)	\$95.00			\$108.50
7	Two Mr. & Mrs. Upholstered Victorian Chairs	\$250.00			\$415.00
8	Victorian Rococo Settee	\$350.00			\$381.00
9	Yellow Settee	\$95.00			\$127.50
10	Victorian Settee	\$300.00		\$300.00	
11	Victorian Arm Chair	\$200.00		\$200.00	
12	Victorian Marble Top Candle Stand	\$135.00			\$64.00
13	Victorian Rococo Parlor Table	\$60.00		\$60.00	\$495.00
14	Oval Victorian Parlor Table	\$60.00			\$300.00
15	Marble Top Candle Stand	\$50.00			
16	Victorian Marble Top Nightstand	\$150.00			
17	Oval Coffee Table w/ glass top	\$30.00			
18	Coffee Table	\$65.00			\$351.00
19	Aqua Painted Victorian Washstand	\$30.00		\$30.00	
20	Two Marble Top Nightstands, not matching, one with backplash	\$425.00			
21	Victorian Washstand with marble top and blackplash	\$95.00			
22	Renaissance Revival Marble Top Table	\$500.00			
23	Burled Walnut Bedroom Set	\$575.00			\$575.00
24	Two Marble top Victorian Tables	\$150.00		\$150.00	
25	Victorian White Marble Turtle Top Parlor Table	\$350.00			
26	Victorian Marble Top, Drop Front Dresser	\$150.00			\$177.50

27	Two Victorian Candle Stands		\$195.00			\$128.00		
28	Two Rectangular Marble Top Victorian Parlor Tables		\$190.00					
29	Victorian Marble Top Fanny Parlor Table		\$375.00		\$375.00			
30	Two Oval Top Marble Parlor Tables		\$205.00					
31	Two Marble Top Candle Stands		\$145.00			\$128.00		
32	Rectangular Ornate Victorian Parlor Table & Victorian Candle Stand		\$475.00					
33	Two Round White Marble Top Tables		\$140.00					
34	Two Victorian Parlor Tables		\$150.00		\$150.00			
35	Two Victorian Parlor Oval Marble Top Tables		\$170.00					
36	Pair of Silver-plate Candlesticks Converted to lamps		\$125.00			\$480.00		
37	Victorian Candlesticks Converted to resemble Oil Lamps (3)		\$150.00			\$310.00		
38	Vintage Reproduction Oil Lamp		\$125.00			\$380.00		
39	Two "Gone With the Wind" Lamps, Electrified		\$265.00			\$400.00		
40	Two Oil Lamps, Electrified Conversion		\$425.00			\$1,520.00		
41	Two "Gone with the wind" Lamps, One Pink floral, One Green Base only.		\$260.00		\$260.00			
42	Matched Pair of Oil Lamps		\$250.00		\$250.00			
43	GWTLW Lamp, Yellow with Floral		\$95.00					
44	"Gone with the Wind" Lamp, Reproduction		\$125.00			\$120.00		
45	Two Gone With the Wind Lamps		\$140.00			\$400.00		
46	Paris Porcelain Vase		\$295.00			\$1,111.00		
47	Two Victorian Cranberry Glass Items, Decanter with a handle and stopper and a vase.		\$140.00		\$140.00			
48	Cranberry Glass Vase & Cranberry Glass Decanter		\$140.00		\$140.00			
49	Cranberry shot glass, small tumbler & Fluted Bowl		\$75.00		\$75.00			
50	Cranberry Fluted Rose Bowl and Vase		\$105.00		\$105.00			
51	Pair of Cranberry Glass Reverse Thumbprint Lamp Shades		\$75.00					
52	Cranberry, white and clear glass lamp shade		\$75.00					
53	Victorian Glass Shade		\$35.00					
54	Three Oil Lamp Shades		\$125.00					
55	Two Oil Lamps, Red Satin Glass Oil Lamp and Vaseline Oil Lamp		\$150.00		\$150.00			
56	Three Piece Cloisonne Garniture Set		\$250.00			\$96.00		
57	Pair Chinese Cloisonne Vases		\$125.00			\$64.00		
58	Two Japanese Cloisonne vases		\$300.00			\$160.00		
59	Cloisonne Vase, Large		\$300.00			\$100.00		
60	Covered Bowl		\$60.00			\$140.00		
61	Pair of Small Cloisonne Vases		\$300.00			\$240.00		
62	Small Cloisonne Bowl		\$40.00			\$80.00		
63	Two Cloisonne Ginger Jars		\$275.00			\$80.00		
64	Pair of Double Gourd Shaped Porcelain Vases		\$300.00			\$160.00		
65	Two small Cloisonne, Covered ginger jars		\$40.00					

66	Two Small Cloisonne Ginger Jars	\$70.00						
67	Two Chinese Cloisonne Pieces, Vase and covered box	\$35.00						
68	Pair of "Famille Rose" Vases	\$75.00						
69	Japanese Kutelal Cat & Ceramic Enameled Chinese Vase	\$85.00			\$75.00			
70	Photographs of Madonna & Child	\$60.00						
71	Pair of Candlesticks: Bisque Porcelain Plaque	\$170.00						
72	Small Celluloid Character Doll, Sterling silver Clothes Brush	\$30.00						
73	Pink Painted Mission Style bookcase & Wrought iron wall sconce for hanging plants or lights	\$20.00						
74	Three piece sterling set by whiting & two piece Silver plate set by Wallace Bros Silver Co.	\$140.00			\$140.00			
75	Two Portrait Photographs: Goliuba Gagliardi Rabb & Fred Rabb	\$40.00				\$40.00		
76	Four Reproduction Hanging Oil Lamps	\$695.00						
77	Fancy Reproduction Victorian Oil Lamp	\$135.00						
78	Two Oriental Paintings	\$80.00						
79	Pair of Chinese Brass Candlesticks	\$20.00						
80	Pair of Brass Swans	\$10.00						
81	Pair of Brass Cranes & pair of Brass Cats	\$15.00						
82	Patinated Metal Bird and pair of Painted Iron Ducks on stone plinths.	\$40.00						
83	Three Large & three small metal cranes	\$200.00						
84	Pair of painted panels, Victorian Frame with Glass.	\$70.00						
85	Pair of Oak Framed Paint by Number Scenes	\$20.00						
86	Dinette Sett with 5 Chairs	\$75.00						
87	Pair of Oriental water color paintings on silk	\$60.00						
88	Two Oil lamps	\$30.00						
89	Spare Oil Lamp Parts and Fur Pelts	\$40.00						
90	Hand Painted Brass Tray with pierced and Off-White Celluloid Grand Piano with floral decals	\$30.00						
91	Two Bowls, Engraved Brass Chinese Bowl on rosewood stand & Porcelain Plate in a Hammered Aluminum Collar with a repose floral design.	\$20.00						
92	Framed Lithograph & Pair of Pheasants Sculptures	\$45.00						
93	Pair of Victorian Candlesticks Converted to Electric Lamps	\$80.00						
94	Cloisonne Oil Lamp and 1940 Porcelain lamp	\$265.00						
95	Brown Pottery urns with handles	\$100.00						
96	Oriental Pottery Vases	\$150.00						
97	Contemporary ice bucket & large wooden oriental stand	\$100.00						
98	Needlepoint Foot Stool	\$20.00			\$20.00			
99	Six Brass Plant Stands of Similar Size and Style	\$1,000.00						
100	Lot of Chimneys for oil lamps, 18 Pieces	\$75.00					\$1,140.00	
101	Wrought Iron Corner Rack	\$75.00						

102	Vintage Crocheted Coverlet		\$75.00					
103	Pair of Victorian Style Armchairs		\$125.00			\$200.00		
			\$63,065.00			\$39,826.50		
	Items placed in Museum		-\$3,895.00					
			\$59,170.00					
	Total Appraised value remaining					\$19,343.50		

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 19, 2015

From: Jon Hopkins, General Services Administration
 (Department Head - please type)

Phone Ext. x759

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

Meeting Date Requested:
05/26/15

Department Head Signature [Signature]

Agenda Title: Discussion and Possible action for repairs to the Scout Hut septic system at Pioneer park.

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

Please see the attached memorandum dated 5/19/15

Recommendation/Requested Action:

Discussion and possible action

Fiscal Impacts (attach budget transfer form if appropriate)

None.

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel SG

Auditor JOR

GSA Director Hop

CAO [Signature]

Risk Management [Signature]

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

GSA-Jon Hopkins; County Counsel-Greg Gillott

FOR CLERK USE ONLY

Meeting Date 5-26-15

Time _____

Item # 11

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

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@co.amador.ca.us



Summary Memorandum

TO: Board of Supervisors
FROM: Jon Hopkins, Director *JHP*
DATE: May 19, 2015
RE: Sierra Baptist Church - Scout Hut septic system.

Approximately a year ago the Board took action to keep the Scout Hut closed until funds became available to repair the failed septic system. At that time we discussed an alternative to potentially tie the Scout Hut to the Library's system.

On April 24, 2015 the Board met to discuss a request by Mr. Robert Mees through the Sierra Baptist Pioneer Church to repair the Scout Hut septic system located at Pioneer Park and tie it in to the Snack Shack. The Board requested further information regarding the size and use of the facilities. Environmental Health records indicate a 1200 gallon septic tank serving the Scout Hut and a 1500 gallon septic tank with a 750 gallon grease trap serving the Snack Shack. The use of the Snack Shack was engineered for greater usage to accommodate up to 300 people per day for events; conversely the maximum historical use of the Scout Hut has been weekly meetings with approximately 6-12 people. The old 1200 tank for the Scout Hut does need to be crushed and filled in or removed.

Jesse Shaw, Civil Engineer, has reviewed the idea of connecting the two facilities together and found the uses to be compatible, please see his attached response. In addition, if no new tank, pump or leachfield is required, no permit is needed by the Environmental Health department, but they would request an as-built for their records. Attached for reference is a portion of the plans Mr. Shaw designed for the Snack Shack and also shows the location of the Scout Hut.

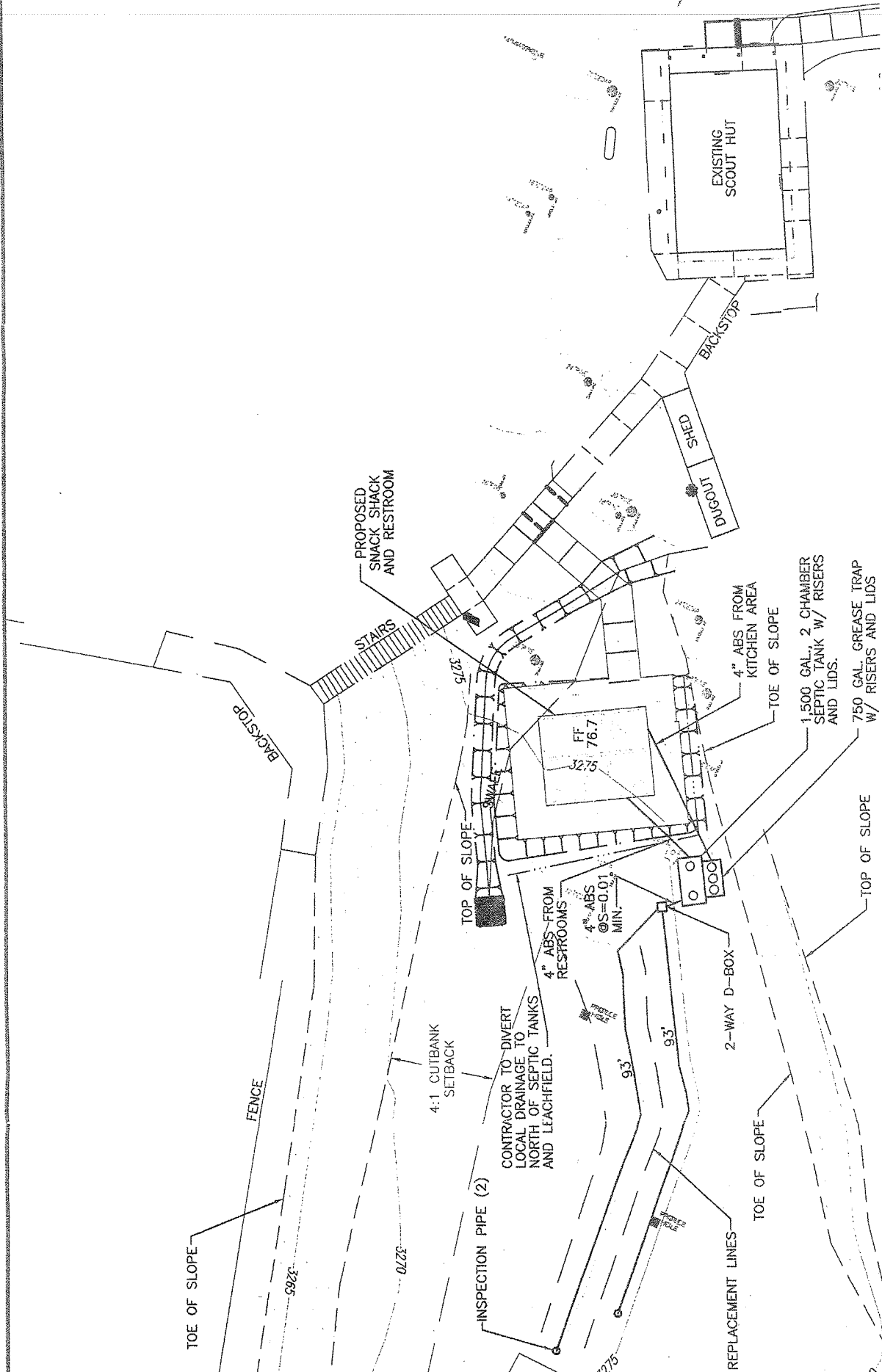
The Church is viewing this as a viable project that will eventually add greater value to the community allowing the Scout Hut to be used once again. Therefore, the Church is seeking permission, first to assess the feasibility and cost of the repairs, and second, to proceed with the repairs if the feasibility and costs make fiscal sense to them. Their obligations would be to tie the two facilities together and, crush and fill in or remove the old Scout Hut tank.

Considerations:

1. Does the County want multiple organizations to share utilities as this can complicate the management of the facilities when trying to determine maintenance costs?

Recommendation: Discussion and possible action based upon Board feedback.

Cc: Christine Poe, Executive Assistant
File



(NOTE: GREASE TRAP IS SHOWN VERY CLOSE TO SEPTIC TANK FOR SPACE SAVING, ALTHOUGH, NOT SHOWN, PLUMB OUTLET OF GREASE TRAP

PLAN



Jon Hopkins <jhopkins@amadorgov.org>

Scout Hut Septic

Jesse Shaw <jbs@jacksonca.net>

To: Jon Hopkins <jhopkins@amadorgov.org>

Cc: mike israel <misrael@amadorgov.org>, Matthew Toma <mitoma@jacksonca.net>

Tue, May 19, 2015 at 11:00 AM

Hi Jon

This is a follow up to the questions about hooking the Scout hut to the existing Snack Shack septic at Pioneer Park. I have reviewed the information we have in our file and feel this should not be a problem for the following reasons:

- 1) Ground level to ground level fall between these 2 locations is at least 4', and the distance is about 140 feet (2.9%). I do not know exactly what the sewer inverts are at both locations, but the best information I have indicates that there may be 2.5' to 3' of actual fall between inverts. That would make the slope 1.8% to 2.1%, which is still fine. I realize code is 2%, but as the engineer – 1.8% is totally fine. (Even down to 1%).
- 2) I over-did the tank abt (1500 gallons) to account for any extreme weekend or daily spikes in sewer flow from the snack shack. Adding the scout hut does not change this sizing. Any extreme/design type event would still be well within the design flows on my originally approved plan.
- 3) Regarding the trench capacity-again there is capacity for both facilities.

The overall Snack Shack system is designed for a 300-500 person type event, so I see no problems whatsoever with this modification.

If you have questions regarding this email-please call.

Jesse Shaw, PE

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 15, 2015

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

Phone Ext. X759

Department Head Signature 

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/26/15</u>	

Agenda Title: Improvement Projects for the Museum Property

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

The Historical Society is recommending pursuing some improvement projects around the Museum property. Attached is their explanation of the projects to be considered. Mr. Keith Sweet and others will be present to discuss their recommendations with the Board. A copy of the previous agreement between the County and the Historical Society is attached for reference.

Recommendation/Requested Action:
Discussion and Possible Action

Fiscal Impacts (attach budget transfer form if appropriate) <u>N/A</u>	Staffing Impacts <u>N/A</u>
---	-----------------------------

Is a 4/5ths vote required? Yes No

Committee Review? <u>N/A</u> <input checked="" type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Name _____	Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Committee Recommendation: _____	Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
	Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>GG</u>
Auditor <u>JOR</u>	GSA Director <u>Hop</u>
CAO <u>CA</u>	Risk Management <u>Ying</u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; County Counsel-Gregory Gillott

FOR CLERK USE ONLY

Meeting Date <u>5-26-15</u>	Time _____	Item # <u>12</u>
-----------------------------	------------	------------------

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save



P.O. Box 761, Jackson CA 95642
225 Church St.
209. 257. 1485

AMADOR COUNTY
HISTORICAL
SOCIETY
DIRECTORS, 2015

Ed Arata
Thornton Consolo
Jennifer Farmer
Georgia Fox
Wayne Garibaldi
Phil Giurlani,
Teresa Guidi
Jeana Hultquist, V. President
Judy Jebian, SECRETARY
Alicia Miller
Gary Reinoehl
Danna Saunders
Coni Saracino
Keith Sweet, President
Grant Vogel
Madonna Wiebold
Leonard Williams

*"Preserving the
past and present
for tomorrow."*

Mr. Jon Hopkins, Director
General Services Administration
Amador County, CA

May 15, 2015

Jon:

Thank you for your assistance in reviewing with ACHS board members, county staff and Supervisor Boitano our proposed plans for the county museum complex.

As was suggested at that meeting, I am providing you with a letter requesting that ACHS be allowed to move ahead with several projects that were discussed. If the letter meets the conditions discussed, I would appreciate it if you would place it on the agenda for the BOS meeting scheduled for May 26th.

I and several others will be in attendance to answer any questions that may arise.

Again, thank you for your assistance and I will make sure that we continue to follow this format as we move down our list of projects.

Respectfully,

Keith Sweet



P.O. Box 761, Jackson CA 95642
225 Church St.
209. 257. 1495

AMADOR COUNTY
HISTORICAL
SOCIETY

DIRECTORS, 2015

- Ed Arata
- Thornton Consolo
- Jennifer Farmer
- Georgia Fox
- Wayne Garibaldi
- Phil Giurlani,
- Teresa Guidi
- Jeana Hultquist, V.President
- Judy Jebian, SECRETARY
- Alicia Miller
- Gary Reinhoehl
- Danna Saunders
- Coni Saracino
- Keith Sweet, President
- Grant Vogel
- Madonna Wiebold
- Leonard Williams

Handwritten signatures and notes in the left margin.

Mr. Brian Oneto, Chairman
Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642

May 14, 2015

Chairman Oneto:

The Board of Directors of the Amador County Historical Society (ACHS) has adopted a Capital Improvement Project List (CIPL) for the county museum complex which is managed by the ACHS under an agreement with the County.

Most recently, with Board of Supervisor's approval and oversight from the Building Department, the ACHS has completed the construction of the first item on that list which was an ADA compliant bathroom on the north side of the Cottage building and immediately opposite the Mine Model building. This bathroom will now provide for the needs of the many adults and children that visit the museum/mine model.

There is however a large tree immediately adjacent to the new bathroom that should be removed due to the damage that it is already creating to the building and the surrounding asphalt area. In addition, during windy and inclement weather it poses a danger to visitors as it shed a large amount of debris.

We are requesting that the County consider removing this tree as soon as possible and at the county's expense.

Permission is also being requested at this time to remove a shed that has been attached to the west end of the Cottage building.

It is of different construction, is rotting in many areas and provides no useful purpose at this time. See photos attached

The next item on the CIPL is the re-siding of the south and west side of the Mine Model building. The wood is severely weathered and water enters the walls in numerous locations. The building has an adequate heating system but there is no air conditioning and the hour long tours inside a closed building can be very uncomfortable for visitors.

So, in addition to re-siding, we are proposing to remove the current gas heater and replace it with a combination heat/air unit. (See attached specifications.)

The labor for this project will be provided by the Rotary Club of Jackson under the supervision of Phil Giurlani who has guided all of the restoration work over the past several years. The electrical work will be donated by Jim Wilson of Advanced Electric who is also a Rotarian and the heat/air unit installation will be purchased at cost and installed for free by Rotarian John Fritz of D&M Contractors.

As the walls are not currently insulated, it is our intention to insulate the walls that are to be re-sided.

We would like to request that all permit fees be waived and that all heat/air calculation engineering requirements also be waived for this project.

The Historical Society is prepared to move ahead with this project with the support of the Rotary Club and with funds already raised by and or donated to the Society for projects such as this.

However, as there are significant projects that are yet to be completed, any financial assistance by the BOS to this project would certainly be appreciated.

Respectfully submitted by,



Keith Sweet, President
ACHS

Cc: Jon Hopkins, GSA
Marvin Hampton, Rotary
John Fritz, D&M

Attachments: 1. Photos 3pgs.
2. Heat/Air proposal

D & M CONTRACTORS

**HVAC
PROPOSAL #5179**

P.O. BOX 619

PIONEER, CALIFORNIA 95666
Phone: 209 295-7882 Fax: 209 295-7871
dmcontractors7882@gmail.com

License No. 845625	Job Phone No. 223-3076
Job Name/No. email: kgsweet1@comcast.net	
Job Location	

To: **AMADOR COUNTY MUSEUM
226 CHURCH ST.
JACKSON, CA 95642**

We hereby submit specifications and estimates for:

WE PROPOSE TO REMOVE EXISTING UNIT, REPLACE WITH COMFORT STAR OR EQUIVALENT:

- #CHP018CD-2B-0 19 SEER Heat Pump Condenser
- #CHP018CD-2B-1 HiWall Head Unit
- Mount HiWall between high & low windows
- Run refrigerant lines inside wall down to condensing unit

Price includes sales tax and labor

TO BE FURNISHED AND INSTALLED FOR THE SUM OF \$2,489.13

Pros/Cons of installing swamp cooler & keeping unit heater

- 1 Noise level considerably less with mini-split
- 2 Efficiency if higher
- 3 Less maintenance
- 4 Even temperature throughout the space

The job will be completed within one month. If the job would go beyond the 30 days, there could be an increase of material cost from initial contract.

LIMITED WARRANTY:

**One year parts, one year labor
5 year compressor**

See Warranty booklet for complete warranty information.

AMADOR COUNTY MUSEUM

We Propose to hereby furnish material and labor - in accordance with the above specifications, for the sum of:

TWO THOUSAND, FOUR HUNDRED AND EIGHTY NINE DOLLARS

and 13 cents----- \$2,489.13

Payment to be made as follows: **50% upon signing
50% upon completion**

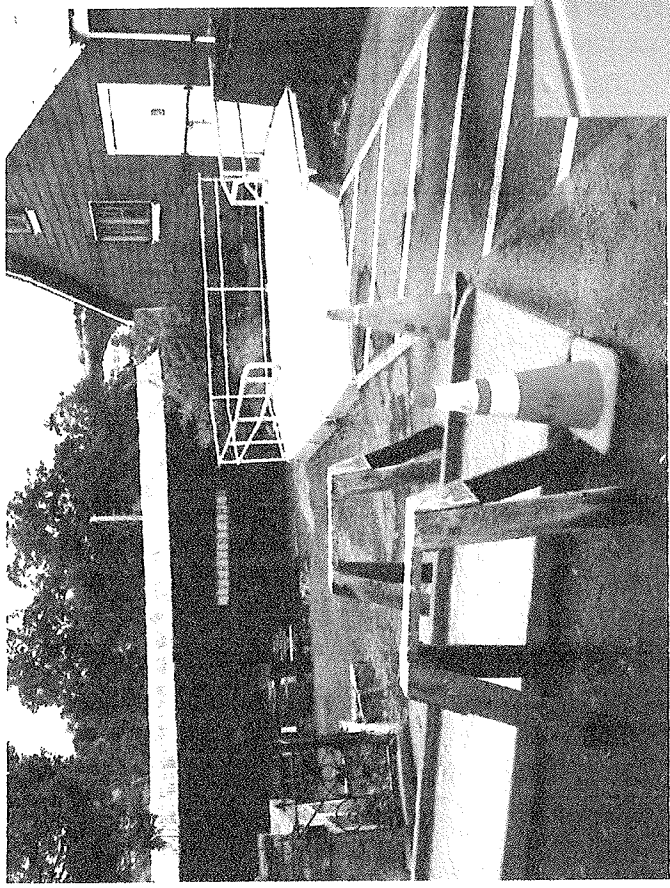
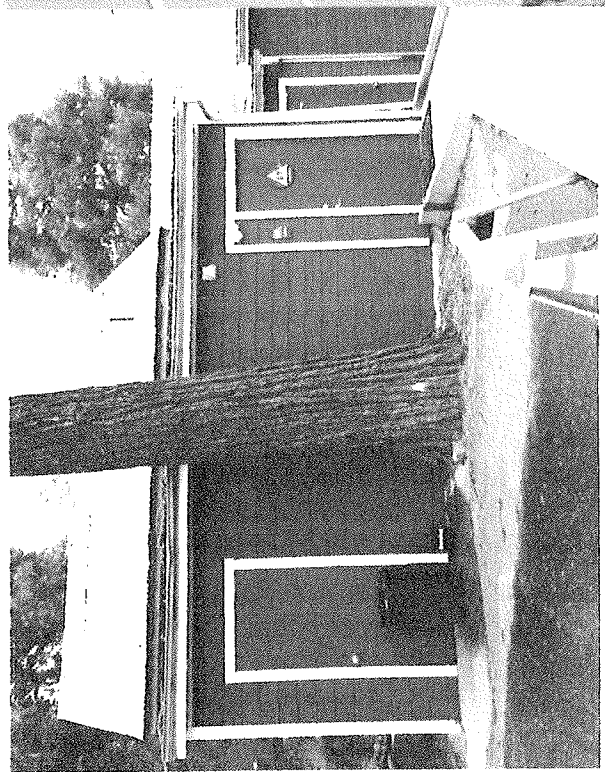
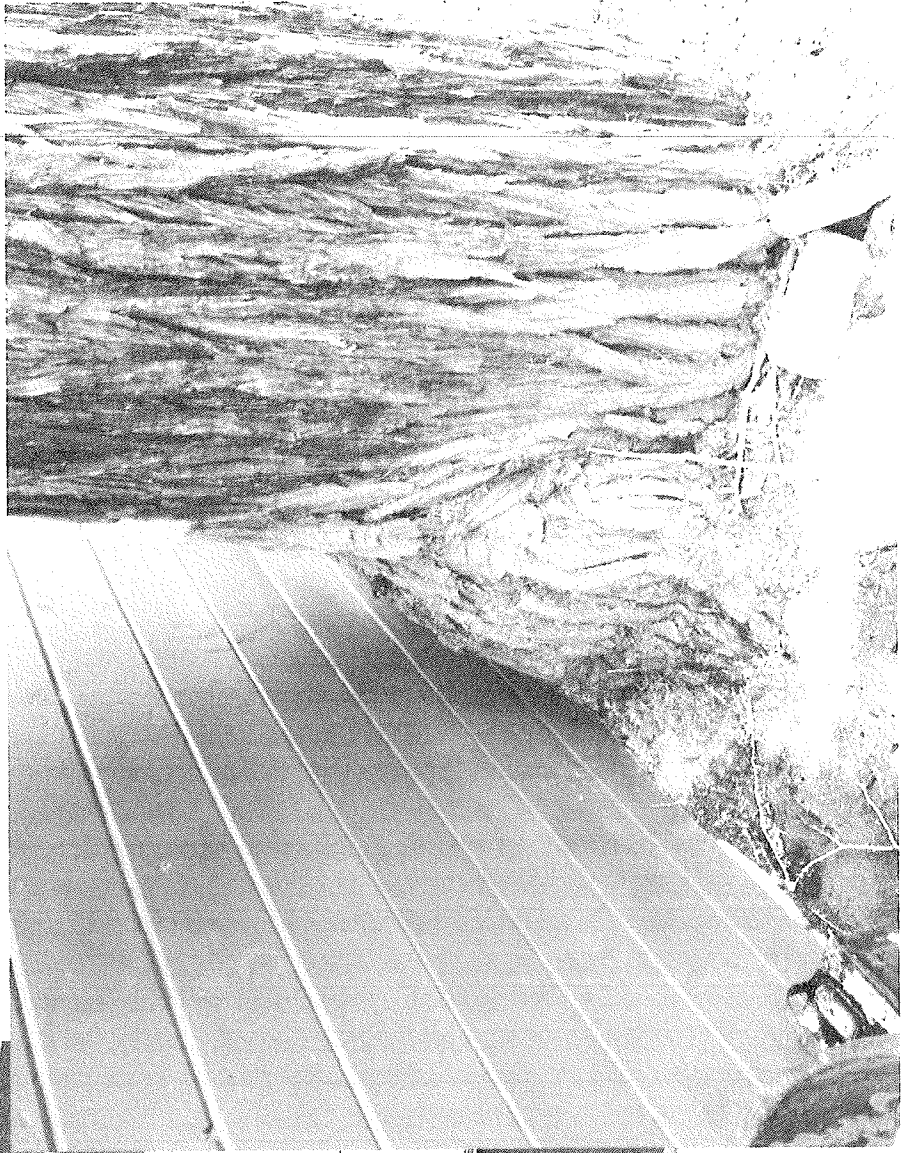
Date: **02/19/16**

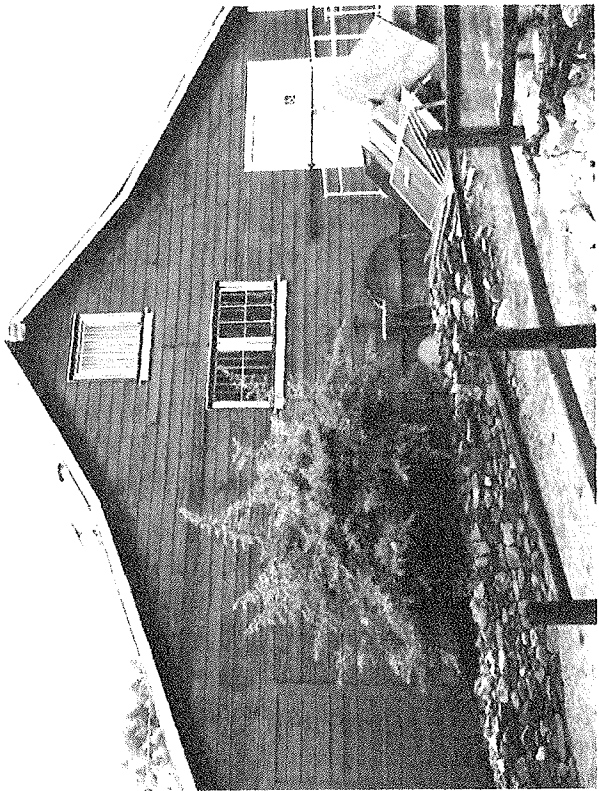
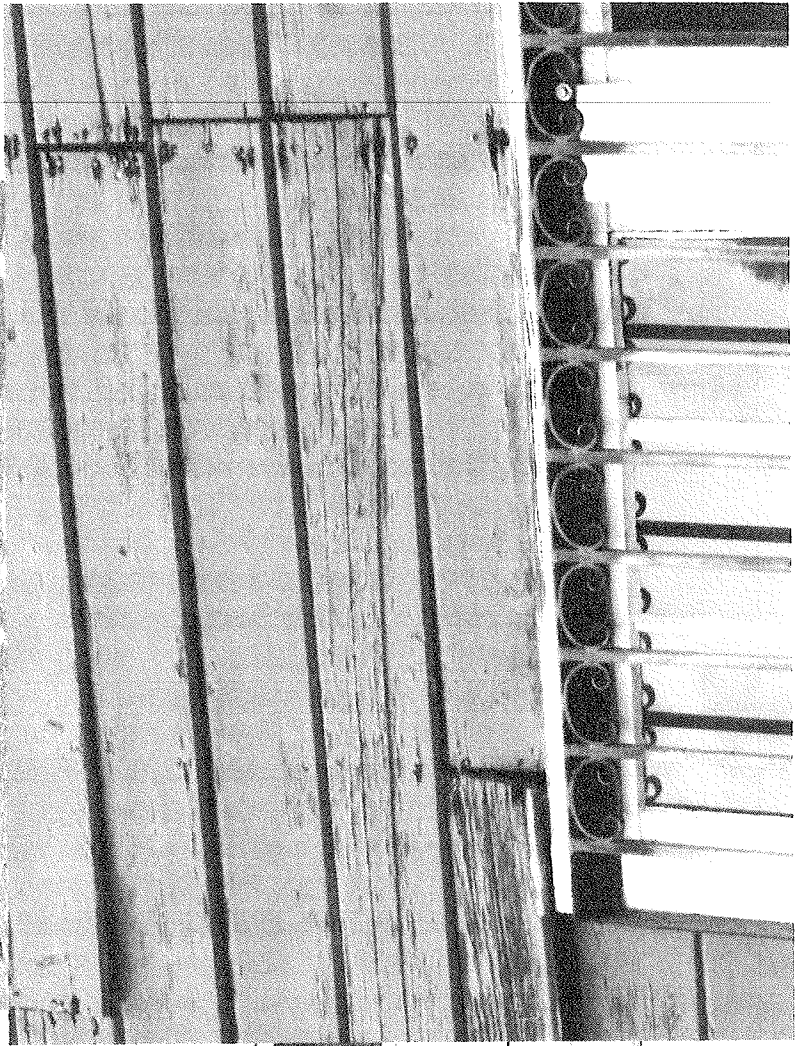
Note: This proposal may be withdrawn by us if not accepted within 30 days.

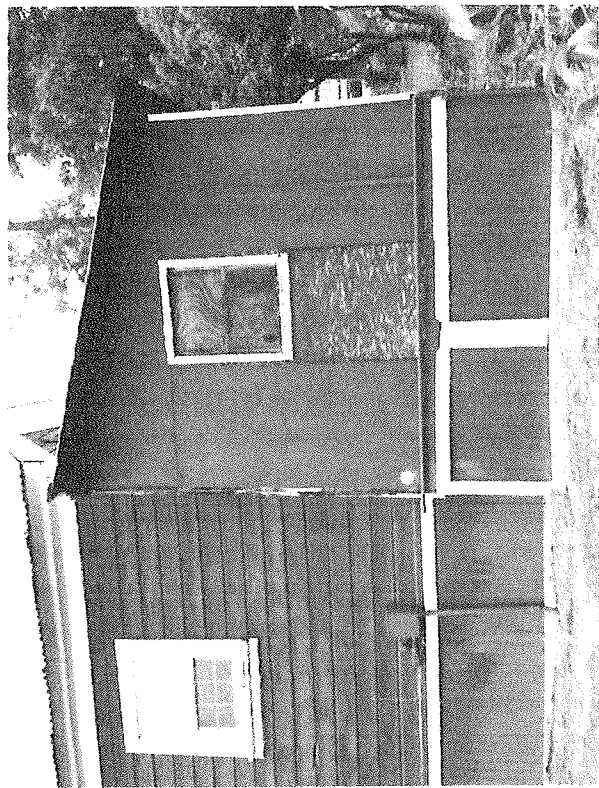
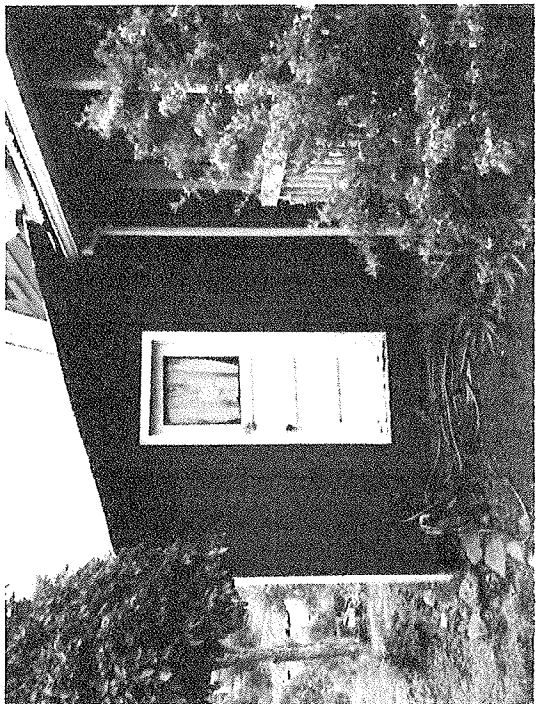
Authorized Signature

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____







FE

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: October 2, 2012

From: Louis D. Boitano, Chairman

(Department Head - please type)

Phone Ext. x470

Agmt

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>October 9, 2012</u>	

Department Head Signature _____

Agenda Title:

Amador County Historical Society

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

Approval of an agreement between the Amador County and the Amador County Historical Society regarding the use and restoration of the Amador County Museum.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman

Counsel

GC

Auditor

GSA Director

Hop

CAO

Risk Management

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

Amador County Historical Society - delivered 10/15/12; GSA

FOR CLERK USE ONLY

Meeting Date

10/9/12

Time

9am

Item #

6

Board Action: Approved Yes No

Unanimous Vote: Yes No

Ayes: 4

Resolution

Ordinance

Other:

Noes: 0

Resolution

Ordinance

Absent: 1 - BO

Comments:

Distributed on

10-18-12

Completed by

P.W.

A new ATF is required from

Department

For meeting

of

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

ATTEST:

Clerk or Deputy Board Clerk

AGREEMENT BETWEEN THE COUNTY OF AMADOR AND THE AMADOR COUNTY HISTORICAL SOCIETY REGARDING THE USE AND RESTORATION OF THE AMADOR COUNTY MUSEUM

This Agreement Between the County of Amador and the Amador County Historical Society Regarding the Use and Restoration of the Amador County Museum (this "Agreement") is made as of Oct. 9, 2012 between COUNTY OF AMADOR, a political subdivision of the State of California ("COUNTY") and the AMADOR COUNTY HISTORICAL SOCIETY, a California nonprofit corporation ("ACHS").

RECITALS:

A. COUNTY is the owner of certain real property located in the City of Jackson, Amador County, California, APN 020-196-001-000 (the "Property") commonly described as the Amador County Museum and grounds, 225 Church Street, Jackson, California.

B. ACHS is a California nonprofit corporation, tax exempt under Federal Tax Code section 501 (c)(3), formed for the purpose of identifying and preserving items of historical interest of Amador County for its residents and the public and to educate and increase public awareness while at the same time enlisting public support for historical preservation in Amador County.

C. On or about July 7, 2008, COUNTY temporarily closed the museum because structural and ADA improvements needed to be made. Although the parties have a separate agreement regarding the operation of the Mine Model exhibit, the majority of the Property and structures remain closed to the public.

D. The County and ACHS desire to see the necessary repairs and improvements made to the Property so that the full Property can be reopened to the public as a museum.

E. ACHS and County agree that presently, and into the foreseeable future, the County does not anticipate receiving sufficient public revenue to complete the necessary repairs and improvements, either with current employees or as a public work of improvement.

F. ACHS believes that by utilizing qualified volunteer labor and licensed contractors, along with donated funds it has or will receive from various charity events to be held on the Property as well as grants that it may receive, it will be able to complete the necessary repairs and improvements to the Property.

G. COUNTY and ACHS desire to enter this Agreement in order to set forth the respective rights and obligations of the parties with respect to completing the necessary repairs and improvements needed to the Property before it shall be reopened to the public.

The parties therefore agree as follows:

**ARTICLE I
DESCRIPTION OF THE PROPERTY**

The Amador County Museum and grounds are located at 225 Church Street, Jackson, California (APN 020-196-001-000) (the "Property"). An aerial view of the Property is attached hereto and incorporated herein as Exhibit A.

**ARTICLE II
THE WORK**

2.1 Repairs and Improvements.

a. The Amador County Building Department will be the lead agency working with ACHS to perform the necessary ADA and seismic work at the Amador County Museum.

b. With regard to the ADA improvements, ACHS shall perform the work described in the County's 2010 Self Analysis and Transition Plan. Issues that need plans to accomplish will be generated by ACHS with help from the Amador County Building Department. Issues that are beyond the scope of the Building Department will be addressed by an outside party at the expense of ACHS.

c. The seismic work that needs to be accomplished is described in Engineered drawings from John Anderson, Engineering. If these drawing prove inadequate, additional details will be requested from Anderson Engineering. If unforeseen issues arise during the performance of this work, the engineering firm will be consulted as to how the work should proceed. This cost will be the responsibility of ACHS.

2.2 Inventory. Prior to performing any of the interior repair or improvement work described in Section 2.1 above, the ACHS shall complete a physical inventory of the County's museum. The inventory shall individually identify each item and be recorded in Musarch or an alternative program chosen by ACHS and approved by the County. A number, picture (if available), and description shall be provided for each item. The ACHS will conduct the downstairs inventory in three stages: (1) the two rooms and hallway on the East side of the building, (2) the main room, and (3) the NW addition and South entry porch. The County will provide \$4,000 to ACHS to assist with the completion of the inventory. Once all items in a particular portion of the museum have been entered into inventory and moved for safekeeping, if necessary, ACHS will be permitted to proceed with the necessary ADA and seismic work in that portion of the museum. The County will make available to the ACHS all available inventories of the Museum items. Upon approval by both parties to this agreement, the ACHS will proceed with the inventory on the terms stated above.

**ARTICLE III
SPECIAL PROVISIONS REGARDING THE WORK**

3.1 Workmanship; Compliance with Laws. ACHS shall begin the Work as soon as reasonably possible and diligently continue with the Work, as adequate funding may allow, until completion to the satisfaction of the County. ACHS shall ensure that construction of the improvements proceeds in a good and workmanlike manner and in accordance with the approved Plans and all applicable building codes. ACHS shall notify County immediately and stop work if any potentially hazardous condition arises or is observed by ACHS, its agents or the Building Department.

3.2 Access. County shall provide ACHS with access onto County property to perform the Work and the County shall provide ACHS with all existing information in its files regarding the Work.

3.3 County Assistance. County also agrees to provide reasonably appropriate and available assistance to ACHS in support of the successful completion of the Work. The assistance includes the following: upon reasonable advance notice from ACHS, making the County Building Department available to provide input and expertise regarding the Work when available, assist with obtaining a permit, plan and specification review and approval, and accepting plans, and waiver of any County-imposed permit or inspection fee related to the Work. However, under no circumstances shall County be responsible under this Agreement for providing any direct financial contribution to the completion of the Work other than the contributions specifically identified in this agreement.

3.4 Worksite Conditions. ACHS shall maintain the worksite in a reasonably clean fashion and shall be responsible for the delivery and storage and proper disposal of all materials used for the project.

3.5 Ownership Upon Completion. Upon completion of the works of improvement and acceptance by the County of the workmanship, all such accepted improvements shall become the sole property of the County.

3.6 Meetings; Updates. ACHS shall conduct an informal pre-construction meeting with the County Administrative Officer to inform the County of the anticipated construction schedule for the Work. ACHS shall also keep the County reasonably apprised of the status of the Work by providing periodic updates to the County Administrative Officer.

3.7 Museum Exhibits. ACHS shall protect contents and items within the Museum at all times ensuring items are protected from debris, moisture, dust, and any damage. In the event that any of the Work will be conducted in the vicinity of any exhibits or items (hereafter collectively referred to as "Exhibits", ACHS shall temporarily move such exhibits or items to other appropriate areas of the Property, and upon completion of the Work, ACHS shall return the Exhibits to their original location. Unless authorized by separate written agreement between the Parties, no Exhibit may be removed from the Property.

ARTICLE IV FURTHER RIGHTS AND DUTIES OF ACHS

4.1. Use of the Property. In addition to access and use of the Property for the purposes of completing the Work as set forth above, ACHS shall:

(a) Be entitled to use the "cottage" building on the Property for ACHS office space. ACHS shall have the use of the office furniture located on the Property. Any additional equipment, office furniture, office supplies, and Internet connection (if desired) shall be the responsibility of ACHS;

(b) Be entitled to use the exterior grounds of the Property and the Mine Model exhibit for the purpose of holding various promotional or fundraising events designed to raise the necessary funds to complete the Work. In relation to any fundraising events held at the Property, ACHS shall comply with the following provisions:

1. Notify the County Administrative Officer as early as reasonably possible, but no later than 30 days prior to any special event. Include in the notice the date(s) and time(s) of the event, a description of the event and proposed

activities, estimated attendance, and whether alcoholic beverages will be served at the event.

2. If any alcoholic beverages will be served at any event, ACHS shall obtain any additional permits required by the California Department of Alcoholic Beverage Control, and obtain any insurance required by the County Office of Risk Management. The certificate(s) and policy endorsement(s) meeting the County's minimum requirements shall be delivered to the Office of Risk Management at least 10 days prior to the event.
3. Follow all requirements set forth by local agencies for such gatherings, including the City of Jackson and Amador County.
4. ACHS shall not illegally discriminate against any person or group seeking to attend an ACHS fundraising event on the Premises.
5. ACHS shall be responsible for cleaning the Property following events, and ACHS shall be responsible for any damage to the Property or Exhibits occurring during or related to an event.
6. All proceeds from an event, minus ACHS's costs and 100% of any donations specifically made for renovation of the County Museum property or to support the reopening of the Museum, shall be exclusively used to pay for completion of the Work or other obligations of ACHS under this Agreement.

(c) ACHS shall not provide or allow any public access to any areas of the Property not specifically authorized by this Agreement or by other written permission from County;

4.02. Insurance. In addition to any insurance required above for special events, ACHS shall take out and maintain at all times during the performance of any activities or work done under the terms of this Agreement, a policy or policies of insurance as follows:

(a) General Liability - General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. General Liability shall be on an Occurrence Form. Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

(b) Automobile Liability - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Hundred Thousand Dollars (\$100,000) combined single limit each person for bodily injury and property damage, is required in the event motor vehicles are used by the ACHS in the performance of the Agreement.

(c) Workers' Compensation - In the event ACHS hires any employees, ACHS shall provide Workers' Compensation and Employers' Liability Insurance for all persons whom ACHS may employ directly to carry out any activities contemplated in this Agreement. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. If ACHS uses only licensed contractors and registered County volunteers to do the necessary repairs, no Workman's Compensation will be required.

(d) Where required above, ACHS shall furnish a certificate of insurance satisfactory to the County Administrative Officer as evidence that the insurance required above is being maintained. ACHS agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, ACHS agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance in compliance with the terms this Agreement must be delivered to the office of Risk Management prior to beginning the activities under this Agreement.

4.03. Indemnification. ACHS 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, pertain to, relate to, or are connected in any way to any negligent error, act or omission of ACHS or ACHS's officers, agents, employees, independent contractors, subcontractors, or authorized representatives . Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; or damage to Museum property.

ARTICLE V RESPONSIBILITIES OF COUNTY

COUNTY at its expense shall obtain and maintain throughout the period of this Agreement casualty insurance for the Property and items. ACHS will be coinsured by the County for any ACHS construction.

ARTICLE VI DURATION, TERMINATION AND DEFAULT

6.01. Term of Agreement. Unless terminated earlier as provided below, this Agreement shall terminate automatically upon completion of the Work to the satisfaction of the County.

6.02. Termination. Notwithstanding anything contained herein, this Agreement may be terminated as follows:

(a) By either party at their sole discretion upon 90 days written notice to the other party.

(b) Upon termination as provided under this Section, ACHS shall vacate the Property and surrender or forward any books and/or records with respect to the Property, as directed by COUNTY.

ARTICLE VII MISCELLANEOUS

7.01. Commitment to Further Negotiations. At the point at which the parties agree that the Work is nearing final completion, within approximately the next 6-month period, the County and ACHS will enter into good-faith negotiations regarding how the parties can work together to enable the Amador County Museum to be reopened to the public. The goal is to have the museum reopened, and both parties intend to enter into a subsequent agreement that ensures the reopening of the museum. The County cannot commit increased funding levels to the operation of the museum beyond the current amounts, but the County is committed to allowing ACHS to open and operate the museum once these improvements are complete.

7.02. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

7.02. Waiver. Consents. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

7.03. Governing Law. This Agreement is entered into in the State of California and shall be governed by the laws thereof. The venue of any action or proceeding brought by either party against the other arising out of this Agreement shall, to the extent legally permissible, be in the County of Amador, California.

7.04. Modification of Agreement. This Agreement constitutes the entire agreement between the parties hereto. To be effective, any modification of this Agreement must be in writing and signed by the party to be charged thereby.

7.05. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt or forty-eight (48) hours after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the above parties as follows:

To ACHS: Amador County Historical Society
Attn: Museum Chairperson
P. O. Box _____
Jackson, CA 95642
Telephone: (209)
Facsimile: (209)


To COUNTY: County of Amador
Attn: County Administrative Officer
12200 Airport Road
Jackson, CA 95642
Telephone: (209) 223-6375
Facsimile: (209) 223-0749

Notices of a change in address of one of the parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt.

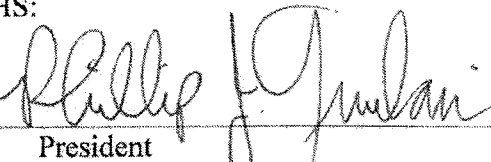
7.06. COUNTY-ACHS Relationship. It is understood that ACHS is not acting hereunder as an employee of COUNTY, but solely as an independent California nonprofit corporation. ACHS, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of COUNTY. Except as expressly provided in this Agreement, ACHS has no authority or responsibility to exercise any rights or power vested in COUNTY. It is understood by both ACHS and COUNTY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

COUNTY:

BY: 
Louis Boltano,
Chairman, Board of Supervisors

ACHS:

BY: 
President

Name: Phillip J. GIVRLANI

Title: Vice President (Acting President)

Federal I.D. No.: _____

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

BY: 
Greg Gillott,
County Counsel

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

EXHIBIT B

Work to be completed

1. See Article II, Sec. c: The seismic work that needs to be accomplished is described in engineering drawings from John Anderson Engineering. If these drawings prove inadequate, additional details will be requested from Anderson Engineering. If unforeseen issues arise during the performance of this work, the engineering firm will be consulted as to how the work should proceed. This cost will be the responsibility of ACHS.
2. Front porch work shall be done and the materials furnished in accordance with drawings and specifications provided by ACHS with assistance from the County Building Department and approved by County Building Department, including without limitation structural repairs and roofing.
3. Side porch work shall be done and the materials furnished in accordance with drawings and specifications provided by ACHS with assistance from the County Building Department and approved by County Building Department, including without limitation structural repairs and roofing.
4. See Article II, Sec b: With regard to the ADA improvements, the ACHS shall perform the work described in the County's 2010 Self Analysis and Transition Plan. Issues that need plans to accomplish will be generated by ACHS with help from the Amador County Building Department. Issues that are beyond the scope of the Building Department will be addressed by an outside party at the expense of ACHS.
5. According to test reports dated September 14, 2004 and May 1, 2007, no asbestos or lead materials were identified in tests of areas from the 1st floor of the Museum. If it is determined that the seismic work will access areas that have already been tested, then no further testing will be required. If it is determined that new areas will be disturbed, then further testing will be required at the expense of ACHS.
6. Various windows, especially on the West and South sides are in need of having their rails, stiles, muntins, casings, stools, jambs and aprons repaired or replaced. In some cases window panes are in need of replacement due to breaks and cracks. This work will be completed as time and funds allow and will not prevent the Museum from reopening.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 20, 2015

From: Aaron Brusatori
(Department Head - please type)

Phone Ext. 248

Department Head Signature *Aaron Brusatori*

<input type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/26/15</u>	

Agenda Title: Letter of Support to Receive TIGER Grant Funding for the Hwy 88 Pine Grove Corridor Improvement Project

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

Staff recommends that the Board send a letter of support to gain TIGER Grant funding for the Hwy 88 Pine Grove Corridor Improvement Project.

Recommendation/Requested Action:

Authorize Chair to sign letter of support for TIGER Grant

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director 100

CAO _____

Risk Management _____

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

Public Works

FOR CLERK USE ONLY

Meeting Date 5-26-15

Time _____

Item # 13

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

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

Completed by

Department
For meeting
of

ATTEST: _____

Clerk or Deputy Board Clerk

Save

May 20, 2015

To Whom It May Concern;

The purpose of this letter is to convey the Amador County Board of Supervisors support for the **State Route 88 / Pine Grove Corridor Improvement Project**, which is applying for construction funding through the TIGER Discretionary Grant program. The merits of this project are consistent with the objectives of the 2015 TIGER Notice of Funding Availability, indicating that is a judicious expenditure of TIGER Discretionary Grant funds.

This project is the top priority project for the Regional Transportation Plan and has been for many years. Without TIGER funding, this project could not be constructed in the foreseeable future as the local and regional funds available for road improvement projects are limited. The TIGER funding will leverage our current investment, of money already spent in excess of \$2 million and \$5 million currently programmed to deliver this much needed project.

Through this project, measurable objectives will be realized as well as providing a catalyst for investment in the region and implementation of community goals.

The Amador County Board of Supervisors highly supports the efforts of Staff in the pursuit of TIGER Discretionary Grant program funding for this high priority regional project.

Thank you for your consideration of our high priority project.

Sincerely,

Brian Oneto, Chairman
Board of Supervisors

cc: Aaron Brusatori, PE, Director, Amador County Community Development Agency

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>05/26/2015</u>

To: Board of Supervisors

Date: 05/20/2015

From: Chuck Iley, County Administrative Officer Phone Ext. x470
(Department Head - please type)

Department Head Signature *CAI*

Agenda Title: Disposition of One-Time Funds

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

Discussion and possible action relative to the disposition of one-time funds for 2014-2015 and 2015-2016.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *GB*
Auditor *JOB* GSA Director *HP*
CAO *de* Risk Management *CAI*

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

Auditor _____

FOR CLERK USE ONLY

Meeting Date 5-26-15 Time _____ Item # 14

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes: _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

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

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

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 05/20/2015

From: Chuck Iley, County Administrative Officer Phone Ext. x470
 (Department Head - please type)

Department Head Signature *CIley*

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>05/26/2015</u>

Agenda Title: Board of Supervisors

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

The salaries of the members of the Board of Supervisors are set by ordinance. Currently the Supervisors receive 25% of the salary of an Amador County superior court judge's monthly pay in effect on June 30, 2008, without any of the pay increases that the Judges have received since that time. County Code contains an inflator that would increase the salary to 40% of the Amador County superior court judge's monthly pay on July 1, 2015. This proposed ordinance would postpone that increase until July 1, 2016, keeping the salaries of the Supervisors as they have been since 2008.

Recommendation/Requested Action:
Waive reading and schedule for adoption on the June 9, 2015 Consent Agenda

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

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

Request Reviewed by:

Chairman _____ Counsel GG
 Auditor YOR GSA Director Hop
 CAO di Risk Management Chm

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

FOR CLERK USE ONLY

Meeting Date 5-26-15 Time _____ Item # 15

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes: _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

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

ORDINANCE NO. _____

The Board of Supervisors of the County of Amador ordains as follows:

SECTION 1. Sub-section 2.04.090.B of Chapter 2.04 of the Amador County Code shall be deleted and the following revised Sub-section B. of Section 2.04.090 shall be adopted and substituted in place of the deleted sub-section:

2.04.090 Salaries and benefits.

...

B. Effective July 1, 201~~6~~5, each supervisor for the county shall receive as compensation for services required of him/her by law or by virtue of his/her office an amount equal to forty percent of the Amador County superior court judge's monthly pay in effect on June 30, 201~~6~~5, for each month during which such supervisor holds office. Such salary shall be prorated for the first and last month of his/her term. Each year thereafter, the board of supervisors' annual rate of compensation shall be adjusted on July 1st without further direction to the auditor-controller or personnel department, to an amount that is forty percent of the Amador County superior court judge's salary in effect on July 1st of the same year.

...

SECTION 2. This ordinance or a summary thereof shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective sixty days after the date hereof.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the _____th day of May 2015, by the following vote:

AYES: John Plasse, Richard M. Forster, Lynn Morgan, Louis D. Boitano and Brian Oneto

NOES: None

ABSENT:

Chairman, Board of Supervisors

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

ORDINANCE NO. _____

The Board of Supervisors of the County of Amador ordains as follows:

SECTION 1. Sub-section 2.04.090.B of Chapter 2.04 of the Amador County Code shall be deleted and the following revised Sub-section B. of Section 2.04.090 shall be adopted and substituted in place of the deleted sub-section:

2.04.090 Salaries and benefits.

...

B. Effective July 1, 2016, each supervisor for the county shall receive as compensation for services required of him/her by law or by virtue of his/her office an amount equal to forty percent of the Amador County superior court judge's monthly pay in effect on June 30, 2016, for each month during which such supervisor holds office. Such salary shall be prorated for the first and last month of his/her term. Each year thereafter, the board of supervisors' annual rate of compensation shall be adjusted on July 1st without further direction to the auditor-controller or personnel department, to an amount that is forty percent of the Amador County superior court judge's salary in effect on July 1st of the same year.

...

SECTION 2. This ordinance or a summary thereof shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective sixty days after the date hereof.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the _____th day of May 2015, by the following vote:

AYES: John Plasse, Richard M. Forster, Lynn Morgan, Louis D. Boitano and Brian Oneto

NOES: None

ABSENT:

Chairman, Board of Supervisors

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

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 05/20/2015

From: Jennifer Burns, Clerk of the Board
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session
Meeting Date Requested: <u>05/26/2015</u>

Department Head Signature _____

Agenda Title: Minutes

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

Review and possible approval of the Board of Supervisors Meeting Minutes for April 28, 2015.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 5-20-15 Time _____ Item # 116

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 11, 2015

From: Susan Grijalva
(Department Head - please type)

Phone Ext. 380

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

Meeting Date Requested:

05/26/15

Department Head Signature *Susan C. Grijalva*

Agenda Title: Planning Department - Public Hearing, Energy Action Plan

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

The Planning Department was recently awarded a grant from the Sierra Business Council to cover 75% of the cost of preparing an Energy Action Plan. The Plan capitalizes on the information gathered during the Greenhouse Gas Emissions Inventory, and will be used to identify opportunities for reducing energy consumption in County facilities. The energy action document will be used in the General Plan's Implementation Programs within the Conservation Element.

Recommendation/Requested Action:

Adoption of the Energy Action Plan

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name Planning Commission

Committee Recommendation:
Recommends adoption.

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

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

Planning

FOR CLERK USE ONLY

Meeting Date

5/26/15

Time

Item #

17

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

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

Completed by

Department
For meeting
of

ATTEST: _____

Clerk or Deputy Board Clerk

STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS

FOR MEETING OF: MAY 26, 2015

ITEM: Review and Possible Adoption of the Energy Action Plan

In 2006, the State Legislature passed the California Global Warming Solutions Act (AB32) which sought a 15% reduction in Greenhouse Gas (GHG) emissions by 2020, based on 2005 emission levels. In response, the California Public Utilities Commission authorized utility companies to conduct strategic planning activities aimed at reducing energy consumption and thereby reducing the GHG emissions associated with energy production and use.

To facilitate this process, PG&E has funded grants to local governments through its Green Communities Program to establish baseline GHG emission inventories and subsequently prepare Energy Action Plans. In the Sierra Nevada region, those grants are administered by the Sierra Business Council.

Amador County has been actively working toward the development of the EAP. In 2009, the Amador Citizens for Energy Conservation prepared the *Amador County Government Operations Energy Use & Greenhouse Gas Emissions Inventory*, establishing the 2005 baseline GHG emissions data for County facilities. The County partnered with PG&E and the Sierra Business Council in 2012 to prepare the *2005 Community-Wide Greenhouse Gas Emissions Inventory* which established the baseline GHG emissions data for various sources in the unincorporated portion of the County. In 2013, the County was awarded a second PG&E grant which funded the Sierra Business Council's preparation of an Energy Action Plan. The Plan identifies strategies and goals for reducing GHG emissions through decreased energy consumption in County facilities and Countywide through voluntary energy conservation programs.

The EAP supports environmental stewardship efforts identified in the Draft EIR for the proposed General Plan Update, specifically:

- Mitigation Measure 4.7-1a: Develop and Implement a Greenhouse Gas Reduction Plan
- Mitigation Measure 4.7-1b: Implement Interim Project-Specific Greenhouse Gas Reduction Measures.

In addition, the Conservation Element of the Draft General Plan contains a variety of policies and programs aimed reducing energy use and GHG emissions:

- Policy C-6.1: Encourage new development to be pedestrian-friendly, and located near existing activity centers to limit energy use associated with automobile transportation
- Policy C-6.2: Encourage energy-efficient businesses and manufacturers of green products to locate in Amador County
- Policy C-6.3: Promote increased energy efficiency and green building practices through the County's use of these practices and through use of incentives
- Policy C-6.4: Encourage development of renewable energy generation options
- Policy C-6.5: Support use of renewable and locally-available sources of energy where feasible

- Policy C-10.1: Evaluate the potential effects of climate change on the County's human and natural systems and prepare strategies that allow the County to appropriately respond and adapt
- Policy C-10.2: Develop and adopt a comprehensive strategy to reduce GHGs within Amador County by at least 15 percent from current levels by 2020
- Policy C-10.3: Guide new development to areas where pedestrian and bicycle/NEV access to existing activity centers are possible, in order to reduce the need for automobile travel and VMT
- Policy C-10.4: Work with service providers to ensure that transit offerings in the County are stable or expanding, and that transit is tailored to meet residents' needs
- Policy C-10.5: Require new development projects to incorporate building placement and design features to increase energy efficiency in new structures
- Policy C-10.6: Support green building through incentives for Leadership in Energy and Environmental Design (LEED) certification of new commercial, industrial, public, and multi-family residential buildings. Promote incentives for compliance with this standard as a way to increase the energy efficiency of new structures. Promote increased energy efficiency and green building practices through the County's use of these practices
- Policy C-10.7: Support parcel-scale energy generation, including addition of solar panels for residential structures and cogeneration for larger commercial or industrial uses

While the Energy Action Plan is not intended to address all of the above strategies, the Plan is an initial step in mitigating the County's GHG emissions through reductions in energy consumption.

Staff from the Sierra Business Council will make a presentation to the Board of Supervisors covering the specifics of the EAP, and will be available for questions.

PLANNING COMMISSION ACTION: The Planning Commission reviewed the Energy Action Plan during its April 14, 2015, meeting and recommended adoption by the Board of Supervisors.

BOARD ACTION: Should the Board of Supervisors adopt the Energy Action Plan, the following findings are recommended:

1. The EAP is categorically exempt from the California Environmental Quality Act (CEQA) per section 15061 (b) (3) of the CEQA guidelines, which states "The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."
2. Adoption of the EAP is consistent with the policies mitigation measures of the Amador County Draft General Plan and Draft Environmental Impact Report.