	AGENDA TRANSMITTAL	FORM	C Breeding to
To:	Board of Supervisors	Budget	Regular Agenda Consent Agenda
	01/25/2017	Buco	O Blue Slip
Date:	01/23/2017		O Closed Session
Erem	Jon Hopkins	Phone Evt 759	Meeting Date Requested:
From:	(Department Head - please type)	Phone Ext. 759	_ 2-14-17
	ent Head Signature		
Agenda Tit	Literacy Grant funds		
Summary:	(Provide detailed summary of the purpose of this	item; attach additional page if necessary)	
and the same of th		rant budget of \$9,912 ,based upon additio	onal revenue received
January 2	25, 2017 from the California Library Lite	racy Services Grant. The amount receive	ed varies annually and therefore
we do no	t know what the funding amount will be	at the time of the original budget. Please	see the attached memorandum.
Accept t	dation/Requested Action: he funding and approve the budge	et transfer	
Fiscal Impa	cts (attach budget transfer form if appropriate)	Staffing Impacts	
Yes		N/A	
Is a 4/5ths	vote required?		2 0 0
	Yes No No	Contract Attached: Resolution Attached:	Yes O No O N/A Yes O No O N/A
Committee	Review?	N/A Ordinance Attached	Yes No N/A
Name		Comments:	, 0
Committee	Recommendation:		
Request R	eviewed by:		
Chairman	far	Counsel <u>66</u>	
Auditor	(N	GSA Director	
		GOA Director PP	
CAO _		Risk Management	
Distribution	Instructions: (Inter-Departmental Only, the req	uesting Department is responsible for distribution of	outside County Departments)
		OR CLERK USE ONLY	
Meeting Da	te 2-14-17	7:00 a.m.	Item#
	~	1,00 a.m.	
Board Ac	tion: Approved Yes No Unan	imous Vote: YesNo	
Ayes:	Resolution	Ordinance	Other:
Noes	Resolution	Ordinance	
Absent:	Comments:		
Distributed o	A new ATF is required from	I hereby certify this is a true and correct copy of a	
Distributed 0		records of the Amador County Board of Supervisor	ors.
	Department	ATTEST:	
Completed	by For meeting		The state of the s

Save

Print Form

GENERAL SERVICES ADMINISTRATION

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

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



SUMMARY MEMORANDUM

TO:

Board of Supervisors

FROM:

Jon Hopkins, GSA Director

DATE:

January 31, 2017

SUBJECT:

Library Literacy Funds

Background: The Library has, since 1992, applied for annual Literacy funds though the California Library Literacy Services Grant. This is the second installment of the California Library Literacy Services Grant funds for the Amador County Library Literacy Program. The amount received varies annually and therefore we do not know what the funding amount will be at the time of the original budget. The amount is predicated on number of people seen within the program, the amount of funding provided to the State and Federal governments and number of hours the program is available to the public. Three (3) years ago due to budget reductions, the program was reduced by 50%; hence affecting the funding stream.

Subject or Key Issue: Increase to Library Literacy Budget by \$9,912.00.

Analysis: Accepting the funding provides partial funding for this program. Not accepting the funds would remove revenue for materials, online resources, training and equipment such as; computers for the program.

Alternatives: There are no viable alternatives unless the County chooses to fund the entire program or eliminate the program all together.

Fiscal or Staffing Impacts: N/A

4/5ths vote: N/A

Recommendation(s):

Accept the funding and approve the budget transfer

c:

Chuck Iley, CAO

file

DATE: <u>1/25/2017</u>	
REQUESTED BY: Jon Hopkins	DEPARTMENT: Library-6200
APPROVED BY ADMINISTRATIVE OFFICER:	DATE:
APPROVED BY ADMINISTRATIVE COMMITTEE:	DATE:
APPROVED BY BOARD OF SUPERVISORS:	DATE:
APPROVED BY AUDITOR/CONTROLLER:	DATE:

	Y NO							
	BUDGET AF	PPROPRIATIONS	REVENUE APPROPRIATIONS					
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND#	REVENUE #	INCREASE\$	DECREASE\$	
6200	52425	\$9,912.00		6200	45240	\$9,912.00		

REASON FOR THE REQUEST:

Requesting increase in Library budget in the amou	int of \$9,912.00 due to additional Library Literacy Grant Revenue received
1/25/17. \$10,000.00 was approved in the Library b	oudget for Grant revenues and expenditures, an additional \$18,000 was
received in Library Literacy Grant revenue for fiscal	I year 2016/17 in September 2016, and this is the next installment of Literacy
Funds for fiscal year 2016/17 bringing the total to	\$27,912.00.

PLEASE NOTE:

TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL

TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

	AGENDA TRANSMITTAL	. FORM	. 4	Regular Agenda
To:	Board of Supervisors		hudes	O Consent Agenda
Date:	02/03/2017	1		O Blue Slip O Closed Session
Date.				Meeting Date Requested:
From:	James Foley, Director	/Ph	one Ext. 625	02/14/2017
	(Department Head - please type)	E. Ar		
Departme	ent Head Signature	4.0	V	
Agenda Title	Request for Increase in Dept. of S	ocial Services Fi	xed Assets/Equipment E	Budget for 2016-2017
Summary: (I	Provide detailed summary of the purpose of this	item; attach addition	al page if necessary)	
2016-2017 hardware costs of \$5 replaced is Workers v semi-impro	for increase in Dept. of Social Service of due to: (1) Additional costs of \$36,35 and software as well as ongoing recure 5,000 in connection with the purchase of four wheel drive and needs to be reposed to the purchase of the mand there is a need for four worked roads/lanes.	54 in connection oring production of a replacement olaced with a like wheel drive due to	with mandated compute operations charges for co t vehicle originally budg- vehicle. Many clients li o snow/ice in winter and	er up-grades including both entral support, and (2) Additional eted at \$20,000. The vehicle to be ve up-country where the Social because some live down rough,
budget inc	rease.	a iunus and there	will be no impact to the	General Fund as a result of this
	lation/Requested Action: the requested action			
Fiscal Impac	ts (attach budget transfer form if appropriate)		Staffing Impacts	
None				
Is a 4/5ths v	ote required?		Contract Attached:	Yes No No N/A
		N/A	Resolution Attached: (Ordinance Attached Comments:	Yes No N/A Yes No N/A
Request Re	viewed by:		0	
Chairman 5	9	Counsel	GB	
Auditor	W	GSA Dir	ector Hop	
CAO		Risk Ma	nagement	
Distribution	Instructions: (Inter-Departmental Only, the rec	vuostina Donartmont	is responsible for distribution	a outeida County Departments)
	pproved ATF to Marcia at Social Serv			
		FOR CLERK US	E ONLY	
Meeting Dat	[°] 2-14-17	Time Q:		Item#
	2-14-11	_7.00	oa.m.	
Board Act	ion: Approved Yes No Una	nimous Vote: Yes_	_No	
Ayes:	Resolution	Ordinanc	e	Other:
Noes	Resolution	Ordinanc	е	
Absent:	Comments:			
Distributed or			nis is a true and correct copy of nador County Board of Supervi	f action(s) taken and entered into the official sors.
Completed b	Department For meeting	ATTEST:		
	of	THE RESERVE OF THE PROPERTY OF	or Deputy Board Clerk	

To:

Board of Supervisors

From:

Jim Foley, HHS Director

Date:

February 3, 2017

Re:

Request one item be placed on the Board of Supervisors' Agenda for

February 14, 2017

Request for Increase in Department of Social Services Fixed Assets-Equipment Budget (Line Item 56200) for Fiscal Year 2016-2017 due to:

 Additional costs of \$36,354 in connection with mandated computer up-grades including both hardware and software as well as ongoing recurring production operations charges for central support.

\$55,000 was the original estimated budget approved for this purpose and was based on information provided by the California Health and Human Services Agency Office of Systems Integration, however, since that budget was created and approved, there has been a requirement for additional upgrades itemized in statement attached and requiring an additional \$36,354 which would bring the total budget to \$91,354.

Additional costs of \$5,000 in connection with the purchase of a replacement vehicle originally budgeted at \$20,000. The vehicle to be replaced is four wheel drive and needs to be replaced with a like vehicle. Many clients live up-country where the Social Workers visit them and there is a need for four wheel drive due to snow/ice in winter and because some live down rough, semi-improved roads/lanes.

Funding is from Realignment, Federal and State funds and there will be no impact to the General Fund as a result of this budget increase.

56200 - Fixed Assets - Equipment

arrently Budgeted for Computer Replacements	\$	55,000.00
39 Refresh Workstations/Software	\$	(59,800.00)
Amount over estimate	\$	(4,800.00)
To Be Purchased		
5 CWS/CMS Replacement Computers	\$	(4,875.00)
Windows 10 Ent for CWS/CMS Comp	\$ \$	(4,579.00)
Server Upgrade-Dell PowerEdge R730	\$	(13,400.00)
Estimate Only 6 Workstations to replace virtuals Windows 10 Enterprise	\$	(5,400.00) (3,300.00)
Total Increase for Computers Needed:	\$	36,354.00
urrently Budgeted for Vehicle	\$	20,000.00
Upgrade to 4 Wheel Drive Vehicle	\$	(5,000.00)
Total Increase for Vehicle Needed:	\$	5,000.00
Grand Total of Increase Needed for Fixed Assets:	\$	41,354.00

BUDGET TRANSFER REQUEST

DATE: Febr	uary 7, 20	17									
REQUESTED BY	James F	oley		DEPARTMENT: Social Services							
APPROVED BY A	ADMINISTRATI	VE OFFICER: _				DATE:					
APPROVED BY A	ADMINISTRATI	VE COMMITTEE				DATE:					
APPROVED BY E	BOARD OF SUP	ERVISORS:				DATE:					
APPROVED BY A	AUDITOR/CON	TROLLER:				DATE:					
					IOURNAL ENTI	RY NO.					
	BUDGET APP	ROPRIATIONS				PROPRIATIONS	Maria Maria				
DEPARTMENT#	ACCOUNT#	INCREASE \$	DECREASE \$	DEPT/FUND #	REVENUE #	INCREASE \$	DECREASE \$				
5106	56200	\$41,354									
5106	50100		\$41,354								
REASON FOR TI	HE REQUEST:										
Increase to	o fixed ass	sets for add	ditional com	puter need	ds and veh	nicle cost w	/hile				
decreasing	g salaries	due to pos	ition vacan	cies. Appr	oved by the	ne Admins	trative				
Committee	e on Febru	uary 6, 201	7.								
PLEASE NOTE:			<u> </u>								

 ${\tt TRANSFERS~BETWEEN~OBJECTS-SALARIES~\&~BENEFITS~TO~SERVICES~\&~SUPPLIES-BOARD~OF~SUPERVISORS~APPROVAL}$

TRANSFERS WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

	AGENDA	IRANSIMI	TTAL FORIM	Regular Agenda
To: Board	l of Supervisors		10.00	Consent Agenda Blue Slip
Date: 02/01/17			Toutotte	Closed Session
			Vin	Meeting Date Requested:
From: James Roo		Ph	one Ext. 454	02/14/17
(De	epartment Head - please type)			
Department Hea	nd Signature American	ne		
Agenda Title: SEC	CURED ROLL CORRECTIONS	0		
Summary: (Provide of Request for appro	detailed summary of the purpose of this oval of roll corrections which exce 06-000, 012-100-021-506 & 012-10	ed 50% of the ori	nal page if necessary) ginal value or a decrease	of \$150,000 or more:
Recommendation/Re	equested Action:			
	h budget transfer form if appropriate)		Staffing Impacts	
			*	
Committee Review? Name Committee Recomm	Yes No No	N/A 📄	Contract Attached: Resolution Attached: Ordinance Attached Comments:	Yes
Request Reviewed	7	Counsel	1	
Auditor	00	GSA Dir	ector Hop	-
CAO		Risk Ma	nagement	
Distribution Instruction	ons: (Inter-Departmental Only, the reque	esting Department is	s responsible for distribution of	outside County Departments)
	(Carallel Management)	OR CLERK US	E ONLY	
	14-17		о а.м	Item# 2a
	proved Yes No Unar			
Ayes:			e	Other:
NoesAbsent:		Ordinand	e	
Distributed on	A new ATF is required from	The second control of	his is a true and correct copy mador County Board of Supe	of action(s) taken and entered into the official rvisors.
Completed by	Department For meeting of		or Deputy Board Clerk	

ASSESSOR ROLL CORRECTION County of AMADOR

ASR70-3020-005 wRCWorksheets 2.4.003

Originating Asmt From TRA New TRA 005-393-006-000 005-014 005-014	Taxability Code 800	Supl Info	Event From/Thru Dates			Ownership From/Thru Dates		506/5151 From/Thru Dates	From 1 From 2 Thru			Print R/C Wks	_		Date	Asmt Clerk Initials Date	Off Mgr Initials Date	County Counsel Signature Date
Fee Parcel C 005-393-006-000 0	smt Only Y Value History	Net	N 10% PP Penalty	N Restricted	N Timber Preserve	N 5151 Interest	N 506 Interest				T	TaxBill Days	Created By TM		Appraiser	Supv Appr Initials	Chief Appr Initials	Date
R/C# Roll Type	N Taxroll Asmt Only	Sup From Net Sup To Net										Supl Change	TAL LLC					Auditor Signature
Tax Year	75.54 R&T 2	Roll Value New Value	144,867 71,068	289,734 233,508								Net Change -130,025	Owner WEST COAST VENTURE CAPITAL LLC ddress C/O CARL E BERG	10050 BANDLEY DR CUPERTINO CA 95014		1304 FAIRWAY DR IONE CA 95640	CHANGE IN OWNERSHIP AS OF 9/11/14	und save 1/10/17
Asmt 005-393-006-000	75		Land	Structure	Growing	PP MH	Fixtures R/P	Fixtures	Personal Property	НОХ	Other Exemptions		Owner V Mailing Address C			Situs 130	Bill CHANGE IN O'	Assessor Signature

tmilbourne

1/13/2017 12:47:18PM Page 6 of 15

ASSESSOR ROLL CORRECTION County of AMADOR

ASR70-3020-005 wRCWorksheets

2.4.003

Date Date New TRA 052-048 000 Thru Initials Initials 506/5151 From/Thru Dates Ownership From/Thru Dates Taxability Code O O O Event From/Thru Dates From TRA 052-048 From 2 Print R/C Wks Print R/C Letter R/C Completed Off Mgr Asmt Clerk Signature Supl Info County Counsel 012-100-021-506 From 1 **Originating Asmt** Date Date Date Jan 13, 2017 TM Value History Initials Initials Initials Timber Preserve 10 % PP Penalty 012-100-021-506 5151 Interest 506 Interest R/C Date TaxBill Days Date Created By Restricted Fee Parcel > Supv Appr Chief Appr Appraiser z z Z Z Z Taxroll Asmt Only Sup To Net Signature Roll Type S z Sup From Net Supl Change Auditor C/O OTOKA ENERGY CORP 1915 S VILLAGE SQUARE CIR APT 203 SIOUX FALLS SD 57103-4072 **BUENA VISTA BIOMASS POWER LLC** R/C # A0553 -104,90397,000 New Value PROP 8 VALUE ADJUSTMENT R&T 2 4655 COAL MINE RD Tax Year Net Change 2016 201,903 Roll Value IONE CA 51 gnature 012-100-021-506 Land Owner Mailing Address Structure Growing PP MH Fixtures R/P Personal Property HOX Other Exemptions Fixtures Situs Asmt Assessor Comments R&T 1 CODE

tmilbourne

1/13/2017 12:47:18PM Page 5 of 15

County of AMADOR ASSESSOR ROLL CORRECTION

ASR70-3020-005 wRCWorksheets 2.4.003

Date Date 052-046 **New TRA** 800 Date Thru Initials Initials 506/5151 From/Thru Dates Ownership From/Thru Dates Taxability Code O Event From/Thru Dates O O From TRA 052-046 From 2 Print R/C Wks Print R/C Letter R/C Completed Off Mgr Asmt Clerk Signafure Supl Info County Counsel From 1 012-100-021-501 Originating Asmt Date Date Date Jan 13, 2017 TM Value History Initials Initials Initials 10 % PP Penalty Timber Preserve 012-100-021-501 5151 Interest 506 Interest R/C Date TaxBill Days Date Created By Restricted Fee Parcel > Chief Appr Supv Appr Appraiser z z z z Z Taxroll Asmt Only Sup To Net Signature Roll Type S z Sup From Net Supl Change Auditor R/C# A0552 5,769 403,000 -434,965 New Value PROP 8 VALUE ADJUSTMENT R&T 2 PO BOX 694 JACKSON CA 95642 ONETO GROUP INC Tax Year Net Change 2016 5,550 838,184 Roll Value Signature 51 012-100-021-501 Mailing Address PP MH Land HOX Other Exemptions Structure Owner Growing Fixtures R/P Fixtures Personal Property Situs Asmt Assessor Comments R&T 1 CODE

Milbourne 1

AGENDA TRANSMITTAL FORM Regular Agenda To: **Board of Supervisors** Consent Agenda Blue Slip Date: January 26, 2017 Closed Session Meeting Date Requested: From: Lori Ford 02/14/2017 (Department Head - please type) Department Head Signature Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for Baldinelli Exemption Trust Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Baldinelli Exemption Trust has submitted an application for an Agricultural Exemption (AG01044) and has provided all of the necessary documents including a signed and notarized "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 10900 Shenandoah Road Plymouth, CA being APN 007-120-003-000. Recommendation/Requested Action: Adopt the resolution and authorize Chairman to sign the "Agreement to Limit Uses of Agricultural Structure". Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts NONE NONE Is a 4/5ths vote required? Contract Attached: Yes Yes 🗌 N/A No X Resolution Attached: Yes X No N/A 🗍 Committee Review? Ordinance Attached Yes 🗌 No N/A Name Comments: Committee Recommendation: Request Reviewed by Chairman Auditor GSA Director CAO Risk Management Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgment of the Chairman's signature. FOR CLERK USE ONLY Meeting Date Time 2-14-17 9:00 Am. Board Action: Approved Yes___ No___ Unanimous Vote: Yes___No_ Resolution Ordinance Other: Noes Resolution Ordinance Absent: Comments: 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 Distributed on records of the Amador County Board of Supervisors. Department

Clerk or Deputy Board Clerk

Completed by

For meeting

Recording requested by: BOARD OF SUPERVISORS

When recorded send to: BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE – BALDINELLI EXEMPTION TRUST

RESOLUTION NO. 17-xxx

WHEREAS Joanne Baldinelli as Trustee of Baldinelli Exemption Trust, ("Owner") desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

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

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01044 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their February 14, 2017 meeting; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01044 by and between the County of Amador and Baldinelli Exemption Trust, on the terms and conditions contained therein as it relates to Building Permit #AG01044.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 14th day of February, 2017 by the following vote:

AYES:	Richard M. Forster, Lynn A. Morgan, Patrick Crew, Frank U. Axe, and Brian Oneto
NOES:	
ABSENT:	
	Richard M. Forster, Chairman, Board of Supervisors

ATTEST:

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

By: _____

(RESOLUTION NO. 17-xxx) (2/14/17)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department 810 Court Street Jackson, CA 95642

APN: 007-120-003-000

Site Address: 10900 Shenandoah Road Plymouth Agricultural Building Permit Exemption No.:AG01044

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of February 14, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Joanne Baldinelli-Baldinelli Exemption Trust, ("Owner").

RECITALS

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

Parcel "C" as shown on that certain Parcel map no. 132 for Robert Jameson, which recorded November 24, 1971 in Book 19 of Maps and Plats, page 41, Amador County Records.

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

- B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.
- C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the property will be made aware of them.
- D. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Recitals</u>. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.
- 2. <u>Restriction on Use of Agricultural Structure</u>. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain,

poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

- 3. Additional Obligations of Owner.
- 3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.
- 3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.
- 3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.
- 3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.
- 4. <u>County's Remedies Upon Default</u>. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.
- 5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.
- 6. <u>No Waiver of Remedies</u>. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.
- 7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

ACKNOWLEDGMENT

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

validity of that document.	
State of California County of	
OnJANUARY 24, 2017 before me,	TANYA JO KARR, NOTARY PUBLIC (insert name and title of the officer)
subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that b person(s), or the entity upon behalf of which the I certify under PENALTY OF PERJURY under t	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument. the laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal.	TANYA JO KARR Commission # 2054880 Notary Public - California Amador County
Signatura	My Comm. Expires Jan 11, 2018

Onsent Agenda To: **Board of Supervisors** Blue Slip 02/09/2017 Date: Closed Session Meeting Date Requested J.C. Wegner 02/14/2017 From: Phone Ext. __ (Department Head - please type) Department Head Signature Agenda Title: Proclamation of local emergency Summary: (Provide detailed summary of the purpose of this item, attach additional page if necessary) The storms beginning February 6, 2017 which are still continuing have caused significant infrastructure damages. The totality of the damage, and estimates to restore the county to pre-incident conditions is still being determined. Additionally, damage associated with these storms may not immediately manifest itself. Based upon the already identified damages which are estimated at over \$601,000.00 and to afford the county, cities and special districts therein to avail themselves of any potential state and federal aid, a local state of emergency proclamation should be considered. The proclamation is attached. Recommendation/Requested Action: Issue proclamation Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts Potential state and federal funding None Is a 4/5ths vote required? Contract Attached: N/A O N/A Resolution Attached: O No Committee Review? Ordinance Attached Name Comments. Committee Recommendation: 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 Item # Meeting Date Time 9:00 A.m. 2-14-17 Board Action: Approved Yes No Unanimous Vote: Yes No Other: Ayes: Resolution Ordinance Noes Resolution Ordinance Absent: Comments: 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 Distributed on records of the Amador County Board of Supervisors. Department ATTEST: Completed by For meeting Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

Regular Agenda

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

IN THE MATTER OF:

RESOLUTION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING GOVERNOR TO (1) PROCLAIM A STATE OF EMERGENCY AND (2) REQUEST A PRESIDENTIAL DECLARATION

RESOLUTION 17-xxx

WHEREAS, Ordinance No. 1396 of the County Code of Amador empowers the Board of Supervisors to proclaim the existence of a local emergency when this county is affected or likely to be affected by a public calamity; and

WHEREAS, The Board of Supervisors of the County of Amador does hereby find:

That the county sustained considerable damages caused by the 2017 February Storms commencing on or about February 6, 2017 and recovery efforts and further damage assessments are still underway, and that conditions of extreme peril exist to the safety of persons and property within this county; and

That there is a great likelihood that further damage is yet to be discovered which will be made part of an official damage assessment, and the full recovery process from these storms is likely to take months.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the county; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of this county approved by the Board of Supervisors.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded through the Director of the California Governor's Office of Emergency Services to the Governor of California with the request that he proclaim the County of Amador to be in a state of emergency; and further that the Governor request a Presidential Declaration.

IT IS FURTHER ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Amador, State of California.

(RESOLUTION NO. 17-XXX) (2/14/17)

AYES:	Richard M. Forster, Patrick Crew, Lynn A. Morgan, Frank U. Axe, and Brian Oneto
NOES:	
ABSENT:	
	Richard Forster, Chairman, Amador County Board of Supervisors
ATTEST:	
JENNIFER BURNS, the Board of Supervi	Clerk of sors, Amador County, California
Ву:	<u> </u>

						N			-	ITEM#		
F) Public Utility System; G) Other. (Note: if a single site has more than one category, indicate the carepresents the majority of damage.)	*CATEGORY: A) Debris Clearance; B) I					Pionee Creek Rd	,	57.0 MA	Pioner Creek Rd	LOCATION	CONTACT NAME AND PHONE NUMBER:	APPLICANT: Amador County To
	*CATEGORY: A) Debris Clearance; B) Protective Measures; C) Road System; D) Water Control Facility; E) Buildings					with potably rail.	& Grand Pail 70 fx = 18#	will regular retaining well # 1200 SF 100 to 1844h	restricted to one law.	DESCRIPTION OF DAMAGE AND SCOPE OF WORK		20 m
category, indicat	Control Facility; E)	€9	69	69	€9	\$1,000	\$600,000	69	G	COST	8ms	
e the c	Buildir					₩)	7			CATEGORY*	IS THI	DATE
ategory that	igs and Eq					7				WAS WORK COMPLETED BY FORCE ACCT. (FA), CONTRACT (C) OR BOTH (F/C)?	:0	E COMPLETED
11	and Equipment;						(ENTER "ENV" IF THERE ARE ENVIRONMENTAL ISSUES OR "HIST" FOR HISTORIC ISSUES, OR BOTH	ENDED LIS	TED: 2
		69	49	69	49	69	Z.	45	49	WAS THERE INSURANCE COVERAGE? IF YES, ENTER DEDUCTIBLE AMOUNT	AN AMENDED LIST OF PROJECTS?	14/17
	ļ						Z			WAS THE FACILITY DAMAGED IN A PRIOR DISASTER(S)? IF YES, ENTER DISASTER NAME(S) OR NUMBER(S	JECTS?	
							- 9			ARE THERE COST EFFECTIVE HAZARD MITIGATION MEASURES THAT MAY PREVENT FUTURE DAMAGE?		

2001

% complete



AGENDA TRANSMITTAL FORM Regular Agenda Consent Agenda Blue Slip Blue Slip Clearl Consider

To:

Date: 1/30/2017		A	K.	Closed Session Meeting Date Requested: 2-14-17		
From: JC Wegner		Dh	one Ext. 515			
(C	Department Head - please type)		Offic Ext. 515			
Department Hea	ad Signature					
Agenda Title:						
ATC	AA Agreement					
This is an agreeme	detailed summary of the purpose of the ent which authorizes ATCAA to p ty Jail. The services are paid for v	rovide Positive Par	enting and Anger Reducti	on classes to persons incarcerated in		
Recommendation/R	equested Action:					
Approve Agreeme	ent, Authorize Chairman's Signati	ure				
Fiscal Impacts (attac	ch budget transfer form if appropriate)		Staffing Impacts None			
unded via IWF						
Is a 4/5ths vote requ	uired?		Contract Attached:	Yes 🛛 No 🔲 N/A 🗍		
Committee Review?		N/A 🗍	Resolution Attached:	Yes No No N/A		
Name		IVA L	Ordinance Attached	Yes No No N/A		
Committee Recomm	nendation:		Comments:			
	ondation.					
Request Reviewed	by:/					
~	for	Counsel	66			
Chairman			1 2			
Auditor	00	GSA Dir	ector HOD			
CAO		Risk Ma	nagement			
Distribution Instruction	ons: (Inter-Departmental Only, the req	uesting Department is	responsible for distribution ou	itside County Departments)		
		FOR CLERK US	E ONLY			
Meeting Date 2-	14-17	Time 9:00	o A.m.	Item# 4 A		
Board Action: Ap	pproved Yes No Una	animous Vote: Yes	_No			
Ayes:				Other:		
Noes		Ordinance				
Absent:	Comments:	and was produced to		Armen dan disease din disease		
Distributed on	A new ATF is required from		nis is a true and correct copy on mador County Board of Superv	f action(s) taken and entered into the official risors.		
Completed by	Department	ATTEST:				
Completed by	For meeting		or Deputy Board Clerk			
	of					



MEMORANDUM

TO:

BOARD OF SUPERVISORS

FROM:

JAMES WEGNER, UNDERSHERIFF

SUBJECT:

ATCAA CONTRACT

DATE:

FEBRUARY 2, 2017

CC:

Consistent with best practices, the Amador County Sheriff's Office (ACSO) provides programs to incarcerated inmates in an effort to improve their situations, reduce recidivism and assist them in being productive citizens. Two of the programs provided are Positive Parenting and Anger Reduction. This has been contractually provided for several years by the Amador Tuolumne Community Action Agency (ATCAA). It is funded via Inmate Welfare Funds. Approximately two years ago at the request of a Board of Supervisor we explored other options for these services. No acceptable appropriate alternative was found. Attached please find three copies of the annual renewal contract for ATCAA to provide inmate services.

CONTRACT BETWEEN AMADOR COUNTY AND AMADOR-TOULUMNE COMMUNITY ACTION AGENCY FOR POSITIVE PARENTING AND ANGER REDUCTION SKILLS FOR INMATES OF THE AMADOR COUNTY DETENTION FACILITY

This CONTRACT is made and entered into the ____ day of ______, 2017, in Jackson, California by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as the COUNTY, and Amador-Tuolumne Community Action Agency, hereinafter referred to as CONTRACTOR.

WHEREAS, COUNTY desires to facilitate Positive Parenting and Anger Reduction Skill education for the inmates of the Amador County Detention Facility pursuant to Title 15, Section 1070, of the California Code of Regulation; and,

WHEREAS, CONTRACTOR has employees who have the required knowledge and skills to operate such a program; and,

WHEREAS, CONTRACTOR is a nonprofit private and public organization established under the Economic Opportunity Act of 1964 and Community Action Agencies help people to help themselves in achieving self-sufficiency; and,

WHEREAS, COUNTY desires to engage CONTRACTOR to provide staff to continue the current program.

NOW, THEREFORE, the parties mutually agree hereto as follows:

1. <u>ADMINISTRATION:</u> COUNTY'S Sheriff or his designated representative, hereinafter called "County Representative", shall represent COUNTY in all matters pertaining to this CONTRACT and shall administer this CONTRACT on behalf of COUNTY.

2. DESCRIPTION OF SERVICES:

- a. CONTRACTOR shall provide employees who have received sufficient education and training to enable them to competently perform the services listed on Exhibit "A" when directed to do so by the Sheriff, or his designee. CONTRACTOR shall designate the employee or employees who shall render services pursuant to this Contract; provided, however, that if COUNTY has an objection to any such employee, CONTRACTOR shall designate a different employee or employees to provide services under this Contract.
- b. CONTRACTOR shall provide weekly Positive Parenting classes and Anger Management classes for inmates incarcerated in the Amador County Jail. CONTRACTOR shall not provide any greater than 8 hours per week for these classes unless pre-authorized by the Amador County Jail Facility Administrator.

CONTRACTOR shall develop, design and implement the curriculum for the classes being provided to the inmates at CONTRACTORS expense.

CONTRACTOR shall provide all handouts and materials necessary for the successful instruction of the provided classes. CONTRACTOR shall meet with the Jail Programs Manager at least monthly regarding the child visitation program to ensure effectiveness of the provided instruction. The Jail Programs Manager agrees to meet with the CONTRACTOR representative at least monthly regarding child visitation program to ensure effectiveness of the instruction. CONTRACTOR shall be available to the Jail Programs Manager on a consultation basis regarding individual participating inmates.

- c. BACKGROUND: CONTRACTOR employees shall submit to a live scan fingerprint criminal history background check through the California Department of Justice at the expense of the COUNTY for review by the COUNTY prior to CONTRACTOR employee/s being allowed any interaction with any inmate of the COUNTY detention facility (see exhibit B).
- d. FACILITY SAFETY AND SECURITY: CONTRACTOR will agree to the following conditions. CONTRACTOR employees will agree to be subject to search and seizure at any time while on the grounds of the Amador County Jail. No person who is under the influence of alcohol or drugs will be admitted into the facility. No passing of messages or gifts to inmates from any person, or from inmates to persons outside of the facility, or from inmates to other inmates; i.e. male to female, female to male, male to male, etc. Under Penal Code section 4570, unlawful communication is a criminal offense. Any communication either verbal or written that can be construed as an attempt to assist in an escape may be an arrestable offense and is prohibited. No food, drinks, cigarettes, cigars, pipes, matches, lighters, no pens (pencils only), no sharp objects, no weapons or items that could be used as weapons, or items that could be used in an escape; i.e., firearms, knives, chains, wire, rope, etc. Purses and brief cases will be taken at the door and secured in the Jail control room. Disrespect to any Amador County Sheriff's Office personnel or volunteers will not be tolerated and may result in dismissal from the volunteer program. All CONTRACTOR employees being allowed within the Amador County detention facility will agree to and sign a Volunteer Indemnification and "Hold Harmless" agreement prior to admittance to the detention facility (see exhibit C). The COUNTY shall have and maintain the authority to disallow and refuse without reason any CONTRACTOR employee admittance to the facility and its' inmates. All CONTRACTOR employees entering the Amador County Jail must be aware that they will or possibly will have contact with a person or inmate/s who have a communicable disease. All CONTRACTOR employees will be aware that the Amador County Jail has a no hostage policy.
- e. NON-DISCRIMINATION: During the performance of this CONTRACT, CONTRACTOR shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or inmate because of sex, race, color, ancestry, religion, national origin, disability, physical or mental status, age or marital status.

- f. The parties acknowledge that CONTRACTOR has adopted a drug-free workplace policy in conformance with State and Federal laws that cover CONTRACTOR's employees. A copy of the policy is attached hereto as Exhibit "D". The CONTRACTOR has received a copy of the COUNTY of Amador Alcohol-Free and Drug-Free Workplace policy number 2-300. The CONTRACTOR has read and signed the Attachment "B", the Policy Acknowledgment form for Contractors. (see attached original signed Acknowledgment form).
- g. PRISON RAPE ELIMINATION ACT (PREA): All CONTRACTOR employees who enter the Amador County Jail shall be trained on PREA standards. The training shall be administered by the CONTRACTOR and shall be approved by the COUNTY.

3. TERMS OF AGREEMENT:

- a. The term of the CONTRACT shall commence on January 3, 2017 and shall terminate on December 31, 2017, unless otherwise terminated.
- b. Either party may terminate this CONTRACT by providing the other party with written notice at least thirty (30) days prior to the date of termination. COUNTY may immediately terminate this CONTRACT for cause. The CONTRACT is dependent upon funding from the Inmate Health and Welfare fund pursuant to section 4025(e) of the California Penal Code, funds being expended for the welfare and education of the inmate population of the Amador County Jail.

4. COMPENSATION:

COUNTY shall reimburse CONTRACTOR for services rendered pursuant to this CONTRACT at a rate of Twenty-five Dollars and no Cents (\$25.00) per hour for the life of the contract. CONTRACTOR shall submit quarterly a detailed statement of hours worked (broken down by general category). COUNTY shall not pay for mileage in any way whatsoever.

5. CONFIDENTIALITY:

All parties to this CONTRACT shall maintain the confidentiality of all its records, including, but not limited to, billings, COUNTY records, inmate records, and all other applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality of inmate records and information.

6. INSURANCE:

CONTRACTOR shall provide proof of policy of insurance satisfactory to the COUNTY Risk Manager evidencing that CONTRACTOR maintains the following:

- a. Worker's Compensation Insurance: CONTRACTOR shall procure and, maintain, at CONTRACTOR'S own expense during the term hereof, Worker's Compensation Insurance for all of its employees to be engaged in work and provide proof of said insurance to COUNTY.
- b. <u>Commercial General Liability Insurance</u>: CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Commercial General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage:

Personal injury, premises-operations, products and complete operations, blanket contractual, and independent contractor's liability.

c. <u>Automobile Liability Insurance</u>: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, Comprehensive Automobile Liability Insurance, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence and provide said proof of insurance to COUNTY.

Certificates of Insurance for Commercial General Liability and Automobile Liability shall be on file with the County of Amador, Office of Risk Management, 810 Court Street, Jackson, Ca. 95642 within ten (10) days after Board of Supervisor's approval of this contract. The Commercial General Liability and Automobile Liability policies must be endorsed to name the County of Amador, its officers, employees and volunteers as additional insured.

7. INDEMNITY

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation and reasonable attorney's fees) of every nature arising out of or in any manner connected with the performance by CONTRACTOR and its employees of work under the Agreement, or CONTRACTOR's failure to comply with any of its

obligations contained in this Agreement, except such loss or damage that is cause by the sole negligence or willful misconduct of COUNTY.

8. MISCELLANEOUS

- a. Only the Board of Supervisors has the authority to agree to any extension of time, change order, change in the Duties and Responsibilities, change in the CONTRACT price, or other term or condition affecting either CONTRACTOR's or COUNTY's duties set forth herein. CONTRACTOR acknowledges that no COUNTY staff person or COUNTY officer has the power to amend the terms and conditions of the CONTRACT. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.
- b. It is understood that CONTRACTOR and its employees are not acting as employees of the COUNTY, but solely as an independent CONTRACTOR. This CONTRACT shall not be construed or considered to create an employer/employee relationship of any nature.

IN WITNESS THEREOF, this Agreement has been executed by and behalf of the parties on the day and year below.

	Date:
MARTIN A. RYAN, SHERIFF-CORONER AMADOR COUNTY SHERIFF'S OFFICE	
RICHARD FORSTER, CHAIRMAN	Date:
AMADOR COUNTY BOARD OF SUPERVISORS	
ATTEST:	
AMADOR COUNTY CLERK OF THE BOARD	
	Date:
RAJEEV RAMBOB, EXECUTIVE DIRECTOR ATCAA	
APPROVED AS TO FORM:	
By	,

AMADOR COUNTY COUNSEL

AGENDA TRANSMITTAL FORM Regular Agenda Consent Agenda To: **Board of Supervisors** Blue Slip **Closed Session** Date: February 2, 2017 Meeting Date Requested: From: James Wegner Phone Ext. 515 2-14-17 (Department Head - please type) Department Head Signature Agenda Title: Department of Boating and Waterways Agreement Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) This is the annual agreement between the Amador County Sheriff's Office and the California State Parks Department of Boating and Waterways wherein the County is reimbursed by the state for marine patrol and enforcement services on public waterways within Amador County. Recommendation/Requested Action: Approve agreement, authorize Chairman's signature, issue minute order Staffing Impacts Loss of one deputy sheriff if not approved Fiscal Impacts (attach budget transfer form if appropriate) oss of revenue if not approved Is a 4/5ths vote required? Yes X No N/A Contract Attached: Yes No 🗌 No X Resolution Attached: Yes 🗌 N/A Committee Review? N/A Ordinance Attached Yes 🗌 NoX N/A Name Comments: Committee Recommendation: Request Reviewed by Counsel Chairman GSA Director Auditor Risk Management CAO Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) FOR CLERK USE ONLY Time Meeting Date 9:00 A.M. Board Action: Approved Yes___ No___ Unanimous Vote: Yes___No_ Other: Resolution Ordinance Ayes: Resolution Ordinance Noes Comments: Absent: I hereby certify this is a true and correct copy of action(s) taken and entered into the official A new ATF is required from Distributed on records of the Amador County Board of Supervisors.

Department

For meeting

Completed by-

ATTEST:

Clerk or Deputy Board Clerk



MEMORANDUM

TO:

BOARD OF SUPERVISORS

FROM:

JAMES WEGNER, UNDERSHERIF

SUBJECT:

DBAW AGREEMENT

DATE:

FEBRUARY 2, 2017

CC:

The Amador County Sheriff's Office provides patrols and boating safety services to navigable waterways within the County of Amador. The California Department of Boating and Waterways reimburses the County of Amador for those services. This in part funds one staff position and operating expenses for the vessels. Attached please find three copies of the annual agreement. Please approve the agreement, authorize the Chairman's signature and issue a minute order.



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this 1st day of July, 2017, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the COUNTY OF AMADOR, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the <u>Fiscal Year 2017-2018</u> budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

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

II. Description of Services

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

III. Payments

- A. <u>Maximum Amount</u>. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed <u>\$104,136.00</u> for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. <u>Rate of Payment</u>. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

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

IV. Records

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

V. Notice

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

TO DEPARTMENT

TO AGENCY

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

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

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

VI. Term

This agreement shall be for the term beginning July 1, 2017, and ending June 30, 2018.

VII. Prior Agreements

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

VIII. Amendment

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

IX. Termination

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

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.

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

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

y:
alifornia Department of Parks and Recreation, Division of Boating and Waterways
pate:
"Department"
COUNTY OF AMADOR
y:
Title:
Date:
"Agency"

AGENDA TRANSMITTAL FORM

Regular Agenda

To: <u>Boar</u>	rd of Supervisors		00K.	Consent Agenda Blue Slip		
Date: January 1	8, 2017		Hal	Closed Session Meeting Date Requested:		
From: JC Wegne	r Department Head - please type)	F	Phone Ext.	2-14-17		
Department He	ad Signature					
Agenda Title: Cold	d Homicide Case Investigator					
This is an agreeme		Sheriff's Office a	nd retired homicide investiga	tor Albert Fox to conduct ed term, limited scope agreement,		
Becommendation/P	Populated Action:					
Recommendation/R Approve agreeme	requested Action: ent and authorize Chairman's sigr	nature				
	ch budget transfer form if appropriate)		Staffing Impacts None			
Funded via AB443	3 Rural Crimes Funds					
ls a 4/5ths vote requ	Yes ☐ No 🗵		Contract Attached: Resolution Attached:	Yes No N/A N/A Yes No N/A X		
Name Committee Recomm		N/A 🔲	Ordinance Attached Comments:	Yes No N/A		
Request Reviewed Chairman	by	Couns	1			
Auditor		GSA [Director HOD			
CAO		Risk M	Management			
Distribution Instructi	ions: (Inter-Departmental Only, the req	uesting Departmen	t is responsible for distribution outs	ide County Departments)		
		FOR CLERK U	ISE ONLY			
Meeting Date 2	-14-17	Time C	7:00 A.M.	Item# 4C		
Board Action: Ap	pproved YesNo Una	animous Vote: Yes	sNo			
Ayes:	Resolution	Ordina Ordina		Other:		
Absent:	A new ATF is required from		this is a true and correct copy of a	action(s) taken and entered into the official ors.		
Completed by	Department For meeting of	ATTEST:	k or Deputy Board Clerk			

Save



MEMORANDUM

TO:

AMADOR COUNTY BOARD OF SUPERVISORS

FROM:

JAMES WEGNER, UNDERSHERIFF

SUBJECT:

COLD CASE INVESTIGATOR AGREEMENT

DATE:

JANUARY 19, 2017

CC:

The Amador County Sheriff's Office has multiple unsolved murder/homicide cases which remain open but suspended. These cases date back to the mid 1980's. There currently is insufficient existing staff available to conduct follow up on these "cold cases". Additionally, cold murder/homicide investigations require specific training and experience, which current staff do not possess and/or to which they have not been exposed. As available evidentiary analysis technologies change and advance, and as the personal situations of suspects and potential witnesses change, and with the need to bring those responsible to justice along with providing closure to friends and family members of victim's, it is important to periodically revisit these investigations. As such, Amador County Sheriff Martin Ryan has identified retired California Department of Justice Investigator AI Fox, a subject matter expert, who is willing to participate in the necessary identified follow up associated with the 1987 Gloria Jean Shomler murder for a fee of \$3,600.00. This fee will be funded via AB443 funds available to the Sheriff. An agreement for services is attached for your approval.

CONTRACTOR SERVICES AGREEMENT

	THIS CONTRACTOR SERVICES AGREEMENT (this "Agreement") is entered into
as of _	, 2017 by and between the COUNTY OF AMADOR, a political
subdi	vision of the State of California ("County") and ALBERT FOX, an individual (the
"Conti	cactor").

RECITALS

- A. County desires to engage professional assistance in the area of Cold Homicide Case Investigation, and to provide related assistance to County.
- B. County desires to engage Contractor, and Contractor desires to be hired by County, to perform certain investigative services, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONTRACTOR.

- 1.1 Contractor will perform the investigative tasks (the "Work") as directed by Amador County Sheriff Martin A. Ryan to include:
 - Gloria Jean Shomler Homicide Investigation, involving all supplemental investigations as identified by Sheriff Martin A. Ryan and/or the California Department of Justice Violent Crime Investigative Support Section.
- 1.2 Contractor is authorized to proceed with the Work immediately upon full execution of this Agreement and as directed by Sheriff Ryan. Contractor agrees to commence performance forthwith and to complete the Work in a reasonable time determined by the parties and events.
- 2. <u>SERVICES TO BE RENDERED BY COUNTY</u>. County agrees to make available to Contractor investigative files, records, documents and evidence applicable to the Work.
- 3. CHANGES IN SCOPE OF SERVICES. Only the County Board of Supervisors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the Agreement compensation, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors or members of the Board directly authorized to negotiate this Agreement or any changes thereto have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or such designated members of the Board shall be null and void.
- 4. <u>TERMINATION OF AGREEMENT</u>. County reserves the right to terminate this Agreement with or without cause on thirty (30) days' written notice to Contractor.

In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

5. <u>COMPENSATION TO CONTRACTOR</u>. County shall pay Contractor the sum of \$3,600.00 upon completion of the supplemental investigations, pursuant to this Agreement. The Contractor shall submit an invoice documenting all completed investigative measures/steps.

6. SUPERVISION OF THE WORK.

- 6.1 The Sheriff shall supervise and direct the Work of the Contractor. The Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 7. <u>CONFERENCES AND MEETINGS.</u> In the event it should become necessary for County to hold any conference or meeting regarding the Work, Contractor upon request of County shall attend any such conference or meeting.
- 8. <u>ASSIGNMENTS</u>. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- 9. <u>LICENSES</u>, <u>PERMITS</u>, <u>ETC</u>. Contractor represents and warrants to County that he has all licenses, permits, qualifications, and approvals of whatsoever nature that may be legally required for Contractor to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor to perform the Work.

10. INSURANCE.

- 10.1 Worker's Compensation Insurance: Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code. A Certificate of Insurance must be on file with the Amador County Office of Risk Management as evidence of coverage if Contractor is subject to the provisions of this Labor Code section. In the event that the Contractor needs to hire additional help, it will be the Contractor's responsibility to procure and maintain workers' compensation insurance and provide proof of said insurance to County.
- 10.2 Commercial General Liability Insurance: Contractor will be afforded Liability Coverage under the County of Amador's coverage, but only for the work performed under this Agreement, and for no other purpose.

- 10.3 Automobile Liability Insurance: Contractor shall procure and maintain at Contractor's own expense during the term hereof Comprehensive Automobile Liability Insurance on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit coverage per occurrence and provide proof of said insurance to County. A certificate of insurance for the Automobile Liability Policy shall be on file with the County of Amador, Office of Risk Management, 810 Court Street, Jackson, CA 95642-9534 within ten (10) days after Board of Supervisor's approval of this Agreement. The Automobile Liability Policy must be endorsed to name the County of Amador, its officers, employees and volunteers as additional insureds, as respects this Agreement.
- 10.4 Professional Liability Insurance: Contractor will be afforded Professional Liability Coverage under the County of Amador's coverage, but only for the work performed under this Agreement, and for no other purpose.
- 11. INDEMNITY. The parties shall indemnify and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands, and actions (collectively "Claims") arising out of each parties' respective performance of this Agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional act or omission of the indemnifying party, its officers, agents, or employees.
- 12. OWNERSHIP OF REPORTS. Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, all reports, computations, plans, correspondence and other pertinent data gathered or computed by Contractor for the Work prior to termination.
- 13. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.
- 14. <u>ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY</u>. Contractor acknowledges that it has received a copy of County's policy regarding an alcohol-free and drug-free workplace.
- 15. <u>NOTICES</u>. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor:

Albert Fox 7806 Cottingham Ct Sacramento, CA 95616 (916) 728-1459 To County:

Martin A. Ryan Amador County Sheriff-Coroner 700 Court Street Jackson, CA 95642 (209) 223-6515

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

- 16. AGREEMENT EXECUTION. The individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If a corporation, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- 17. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
- 18. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
- 20.<u>TERM.</u> The term of this agreement shall be for a period of two (2) years or for an amount not to exceed \$50,000.00. This agreement may be extended upon mutual concurrence by all parties.
- 21. <u>SEVERABILITY</u>. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 22. <u>TIME OF ESSENCE</u>. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

AMADOR COUNTY SHERIFF:	CONTRACTOR:
BY: Malegan	
Martin A. Ryan,	Albert Fox
Sheriff-Coroner	Federal Tax I.D. No.: 550-58-4921
AMADOR COUNTY BOARD OF SUPERVISORS:	COUNTY: Approved As to Form
BY:	BY: M Gregory Gillott,
Richard Forster, Chairman Amador Co. Board of Supervisors	County Counsel

AGENDA TRANSMITTAL FORM

	AGEND	A TRANSM	ITTAL FORM	Regular Agenda
To: Board	of Supervisors		^ -	Consent Agenda
Date: 02/05/2017			AR	Blue Slip Closed Session
			1,0	Meeting Date Requested:
From: James Foley		PI	none Ext. 412	02/14/2017
(De	partment Head - please type)	111	1	
Department Head	Signature	1100		
Agenda Title: Autho	rize Jim Foley, Director of HHS to sign	an MOU with Law Enfo	rcement, Sheriff and First Respo	nders to administer Narcan to them
Summary: (Provide de	etailed summary of the purpose of the	his item; attach additio	nal page if necessary)	
The Director of Hea	Ith and Human Services, requis	ests the Board of Su	manyisars to authorize lin	Foley, Director of Health and Human
	MOU to give Narcan to organi			
See attached Mamo	and MOU tomplate			
see attached Memo	and MOU template			
Recommendation/Rec	luested Action: ley, to sign MOU with law enfo	orcement and first r	responders to administer	Narcan to them.
	budget transfer form if appropriate)		Staffing Impacts None	
None				
Is a 4/5ths vote requir	ed?		Contract Attached:	Yes No N/A
	Yes No 🗵		Resolution Attached:	Yes No N/A
Committee Review?		N/A	Ordinance Attached	Yes No N/A
Committee Recommen	ndation:		Comments:	
- Committee recommen				
Request Reviewed by	R			
Chairman H	<u>~</u>	Counse	Ge	
Auditor		GSA Di		
CAO		Risk Ma	anagement	
Distribution Instruction	s: (Inter-Departmental Only, the rec	questing Department i	s responsible for distribution of	utside County Departments)
Return approval AT	F to Angie Grau in Behavioral	Health.		
		FOR CLERK US	SE ONLY	
Meeting Date		Time		Item#
2-1	4-17	_9	:00 A.m.	40
Board Action: App	roved Yes No Un	animous Vote: Yes_	No	
Ayes:	Resolution	Ordinano		Other:
Noes	Resolution	Ordinano		HUNEY ACID, HOW ASSESSMENT
Absent:	Comments:			
Distributed on	A new ATF is required from			of action(s) taken and entered into the official
		records of the A	mador County Board of Supe	VISUIS.
Completed by	Department For meeting	ATTEST:		
	of	Clerk	or Deputy Board Clerk	
Salar Street Str	A DESCRIPTION OF THE PROPERTY OF THE PERSON	made in the contract of the contract of		

BEHAVIORAL HEALTH DEPARTMENT

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



To:

Board of Supervisors

From:

James Foley, HHS Director

Date:

February 7, 2017

RF:

Authorize Jim Foley, Director of HHS, to sign an MOU with Law

Enforcement, Sheriff and First Responders to administer

Narcan to them.

Issue / background: Opioid overdose is a rapidly growing and lethal problem. With increasingly powerful opioids coming on the street more people are overdosing and dying. Recently, an easy to use antidote called naloxone or Narcan has become available that can reverse the effects of overdoes and save lives.

Amador has obtained about 200 doses of Narcan intranasal spray. It is easy to use, has no bad side effects if given to someone who is not overdosing and is paid for by the state.

Health Officer, Dr. Kerr, Jim Foley and Amy Hixon (AOD supervisor) are working to get this life saving antidote into the hands of appropriate persons in Amador County.

It will be given to law enforcement, ambulance drivers, paramedics, fire department personnel and individuals who use drugs or know those who do.

For organizations a template MOU has been prepared to ensure it is used appropriately, to help ensure reporting occurs when the Narcan is used and to return the Narcan when it expires.

What is being requested?: It is requested that the BOS give Jim Foley permission to sign the MOU's that will be prepared when an organization takes possession of the Narcan. (Individuals and families will not sign an MOU).

Analysis and alternatives: Some counties are not doing any MOU's since the Narcan is being given to individuals without any contracting. It is also possible to return to the BOS for an MOU for each organization that is taking possession of Narcan. This would be very slow and the desire is to get the Narcan out to those who can use it as soon as possible.

Recommendation: It is recommended that the BOS allow Jim Foley to sign the MOU's as the liability is low and the need for getting the Narcan out quickly is high.

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF AMADOR BEHAVIORAL HEALTH AND

FOR THE ADMINISTRATION AND STORAGE OF NARCAN NASAL SPRAY KITS

This Memorandum of Agreement ("MOU") is entered into this day of, 2017 between Amador County Behavioral Health (BH) and
First responder employees and persons designated by in Attachment A will be trained in the use, administration, and storage of Narcan Kits; and
has agreed to store the Narcan Kits under conditions specified in Attachment A.
I. TERMS
NOW THEREFORE, BH ANDAGREE as follows:
1) For no charge, shall receive a total of kits after training by BH or a delegated party is
completed. 2) shall file a report with BH within days of each administration of a Narcan Kit as reflected.
by the form set forth as Attachment B. 3) shall have discretion as to which employees participate under this MOU and the time, place and manner in which such employees may carry the Narcan kits but only after consultation
 with BHS. 4) BHS shall have unilateral discretion to demand return of all Narcan Kits provided based on expiratio date or any other reason dictated by business necessity. 5) The term of this MOU is open ended, but shall in no event continue after exhaustion or return of all Narcan kits under the terms of this MOU
II. NOTICE:
Any notice or communication related to this MOU, including change of address of either party during the term of the MOU shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:
To BHS: Jim Foley, LCSW, HHS Director
To:
III. INDEMNIFICATION:
The parties shall mutually hold each other, the county, its elected and appointed officials, officers, employees, agents and volunteers, harmless from any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, resulting from performance under this MOU.
IV. INSURANCE:

Each of the parties of this MOU is an entity which is self-insured and/or carries general liability insurance.

V. ASSIGNABILITY

This MOU shall not be assignable by any party.

VI. ENTIRE AGREEMENT

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations between the parties with respect to the subject matter hereof.

VII. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

VIII. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IX. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

X. AUTHORITY

All parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU are in full compliance. Further, by entering into this MOU neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

Signature lines

Jim Foley, LCSW	HHS Director	Date	
Agency or organi	zation receiving narcan	Date	-

ATTACHMENT A

STAFF DESIGNATION:

Staff designated to carry, use, and administer Narcan kits shall be trained prior to being issued the kits.

A list shall be maintained that contains the following information:

Staff Name

Date Trained

kits issued

Expiration date of kit(s)

Date(s) kits were used (complete report back form and to ACBH)

STORAGE:

Narcan kits shall be stored in a secure locked area at room temperature between 59 F and 77 F.

Narcan kits can withstand short excursions between 39 F and 104 F.

Expiration is just under two years.

AGENDA TRANSMITTAL FORM

	AGENDA	IRANSIMI	TTALFORM	Regular Agenda
To: Board	of Supervisors			Consent Agenda Blue Slip
Date: February 6, 2	2017			Closed Session Meeting Date Requested:
From: Jon Hopkins,	GSA Director	Ph	one Ext. 759	Meeting Date Requested:
	partment Head - please type)	F10	one Ext. 755	2/14/2017
Department Head	Signature			
Agenda Title: Assig	Inment and Assumption of Lease	e for Airport Lot #	±170	
No. of the last of	tailed summary of the purpose of this	HORAL WALLES THE STREET WAS A STREET		
Odminary. (110400 00	tailed Sufficiency of the purpose of the	item, attaon addition	iai page ii noossaa,,,	
("Successor Lessee")	nt and assumption of lease by an for Airport Space #170. The Lea Please see the attached memo	ase agreement be		nd Theodore Rosario Jr. Trust r and James Hoyle allows for the
Recommendation/Requ	uested Action:			
Approve Assignmen	t and Assumption of Lease for A	Airport Lot #170		
Deliver	budget transfer form if appropriate)		Staffing Impacts N/A	
N/A		*		
Is a 4/5ths vote require	ed? Yes No 🗵			Yes No N/A
Committee Review?		N/A 🔀	Resolution Attached: Ordinance Attached	Yes No N/A ⋈ Yes No N/A ⋈
Name .				& 1st Assignment & Assumption
Committee Recommen	idation:		& current Assignment & As	
Request Reviewed by				
Chairman		Counsel	GS	
			rector Ave	
Auditor				
CAO		Risk Ma	nagement	
Distribution Instruction	s: (Inter-Departmental Only, the reque	esting Department is	responsible for distribution outsid	le County Departments)
GSA,-Jon Hopkins, R	Risk Management (electronically)		
	F	OR CLERK US	E ONLY	
Meeting Date	14-17	Time 9:0	00 A.m.	tem# 4e
			70 PERIOR	A THE RESIDENCE
Board Action: App	roved Yes No Unar	nimous Vote: Yes_	_No	
Ayes:	Resolution	Ordinanc	e	Other:
Noes	A CONTRACTOR OF THE PARTY OF TH	Ordinanc	e	
Absent:	Comments: A new ATF is required from	L hereby certify f	his is a true and correct copy of ac	ction(s) taken and entered into the official
Distributed on	Alleware to required from	The second secon	mador County Board of Superviso	
Completed by	Department For meeting	ATTEST:		
Completed by	of	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@amadorgov.org



SUMMARY MEMORANDUM

TO:

Board of Supervisors

FROM:

Jon Hopkins, GSA Director

DATE:

February 6, 2017

SUBJECT:

Airport Hangar Space #170 Assignment and Assumption of Lease

Background: Not all Airport leases are consistent in their terms and conditions as these leases (leases for private aircraft hangar) have been developed over time and have long terms of 30 to 35 years. In 2000, the Airport began an effort to standardize leases establishing a first right of refusal as they expire, through negotiations, or when a new lease is developed. For hangar space 170 this provision is *not* contained within the lease and lease does not expire until February 1, 2030.

This lease was originally between the County and Mr. Mark Cornell for a term of 30 years executed on January 25, 2000. The lease was later assigned and assumed by Mr. James Hoyle on April 11, 2000 (attached for reference is the original lease and first executed assignment & assumption).

In addition, a credit application is provided to the Airport from the potential new tenant. The purpose is to determine an applicant's financial health and avoid potential future issues of non-The Auditor's office reviews the credit report and provides a payment and/or default. determination of risk.

Analysis: The new tenant's credit review was positive and no other known reason can be determined to withhold such request. In accordance with lease section 4(b) the County may not unreasonably withhold such request.

Alternatives: N/A

Fiscal or Staffing Impacts: N/A

4/5ths vote: N/A

Recommendation(s): Approve the Assignment and Assumption of Lease for Airport Hangar Space #170.

c:

Chuck Iley, CAO

file

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of, 2017 by and between James Hoyle ("Original Lessee") and Theodore Rosario Jr. Trust ("Successor Lessee").				
RECITALS				
A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated January 25, 2000 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.				
B. Original Lessee and Successor Lessee acknowledge a discrepancy between the Term as stated in the Lease, and the term purported in a Memorandum of Assignment of Lease and Amendment Thereto ("Memorandum") recorded with the Amador County Clerk-Recorder on April 13, 2000. The Original Lessee and the Successor Lessee further acknowledge and agree that the 30-year Term of the Lease is controlling and that the Term was not modified by the Memorandum.				
C. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessee, and Successor Lessee desire to assume the duties and obligations of Original Lessee under the Lease.				
NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessee agree as follows:				
 Original Lessee and Successor Lessee hereby acknowledge the truth of the recitals, as set forth above, which are incorporated in to this Assignment. 				
2. Original Lessee hereby assigns and transfers to Successor Lessee all of Original Lessee's right, title and interest in and to the Lease.				
3. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.				
4. Successor Lessee accepts the foregoing assignment and assumes all of the duties, obligations and responsibilities of Original Lessee under the Lease.				
5. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.				
///				
///				
///				
<i>///</i>				

111

IN WITNESS WHEREOF, Original Lessee and Successor Lessee have executed this Assignment as of the date set forth opposite their signatures below.

	ORIGINAL LESSEE:
Date:	Hoyle, James
	SUCCESSOR LESSEE:
Date: 2/1/17, 2017	Rosario, Theodore (trustee)
CONSENT BY	COUNTY OF AMADOR
Lessee to Successor Lessee, effective as	the above assignment of the Lease by Original s of the date set forth below. This consent in no obligation to be performed by Original Lessee efore or after such assignment.
Dated:, 2017	
BY:	
APPROVED AS TO FORM: GREGORY GILLOT, AMADOR COU COUNSEL	ATTEST: NTY JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY:	BY:

AGENDA TRANSMITTAL FORM

To: Board	of Supervisors			Consent Agenda
Date: February 6,	2017			Blue Slip Closed Session
				Meeting Date Requested:
From: Jon Hopkins		Pł	none Ext. 759	2/14/2017
(De	partment Head - please type			
Department Head	d Signature			
Agenda Title: Assi	gnment and Assumption of Lea	se for Airport Lot	#113	
Summary: (Provide de	etailed summary of the purpose of th	is item; attach additio	nal page if necessary)	
Lessee") for Airport				ees") and Ron Candiloro("Successor d Lemmon allows for the assignment
Recommendation/Rec	quested Action:			
The second secon	nt and Assumption of Lease for	Airport Lot #113		
Fiscal Impacts (attach	budget transfer form if appropriate)		Staffing Impacts N/A	
N/A				
Is a 4/5ths vote requir	ed? Yes No 🗵		Contract Attached:	Yes No N/A
Committee Review?		N/A 🔀	Resolution Attached: Ordinance Attached	Yes
Name				e & Assignment & Assumption are
Committee Recomme	ndation:		attached	3
Request Reviewed by	<i>y</i> :			
Chairman Sa		Counse	6,6	
Auditor		GSA Di	rector Hop	
CAO			inagement	
Distribution Instruction	ns: (Inter-Departmental Only, the req	uesting Department is	s responsible for distribution ou	tside County Departments)
GSA,-Jon Hopkins, I	Risk Management (electronical	ly)		
		FOR CLERK US	E ONLY	
Meeting Date 2-	14-17	Time 9:0	o A.m.	Item# 4f
Board Action: App	roved Yes No Una	animous Vote: Yes_	No	
Ayes:				Other:
Noes		Ordinand		
Absent:		3,311,311		
Distributed on	A new ATF is required from		his is a true and correct copy of mador County Board of Superv	f action(s) taken and entered into the official isors.
-	Department			
Completed by	For meeting		or Deputy Board Clerk	
	Of	Oloik	s spacy bound office	

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: hopkins@amadorgov.org



SUMMARY MEMORANDUM

TO:

Board of Supervisors

FROM:

Jon Hopkins, GSA Director

DATE:

February 6, 2017

SUBJECT:

Airport Hangar Space #113 Assignment and Assumption of Lease

Background: Not all Airport leases are consistent in their terms and conditions as these leases (leases for private aircraft hangar) have been developed over time and have long terms of 30 to 35 years. In 2000, the Airport began an effort to standardize leases establishing a first right of refusal as they expire, through negotiations, or when a new lease is developed. For hangar space 113 this provision is contained within the lease.

When this provision exists, the County's procedure (approved by the Board on December 18, 2007) requires the Airport Manager review the offer with the General Services Administration (GSA) Director to determine if there are available funds to purchase the hangar and/or if the offer is unreasonable based upon market conditions; of which the GSA Director may decline the offer. If there is funding and/or the offer is reasonable and would benefit the Airport, the GSA Director immediately reviews this information with the Airport Committee to determine if the matter should be considered by the Board. This procedure exists due to the limited time frame (10 days) for the County to review such requests as stipulated in the lease (Section 23 and attached for reference) and the Board has acknowledged that either an addendum or blue slip may be needed in order to meet the ten (10) time frame. Please note: The same terms and conditions offered to the County match those offered to a new tenant and cannot be less, they can be more. (Please see Dave Sheppard's memo, attached, for further information)

In addition, a credit application is provided to the Airport from the potential new tenant. The purpose is to determine an applicant's financial health and avoid potential future issues of non-payment and/or default. The Auditor's office reviews the credit report and provides a determination of risk.

Analysis: The Airport does not have funding to purchase this hangar and the offer has been declined by the GSA Director. Further, the new tenant's credit review was positive.

Alternatives: N/A

Fiscal or Staffing Impacts: N/A

4/5ths vote: N/A

<u>Recommendation(s)</u>: Approve the Assignment and Assumption of lease by and between Richard Lemmon, Original Lessee, and Ron Candiloro, Successor Lessee, for Airport Hangar Space #113.

c: Chuck Iley, CAO

file

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of _______, 2017 by and between Richard Lemmon ("Original Lessee") and Ron Candiloro ("Successor Lessee").

RECITALS

- A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated August 7, 2001 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.
- B. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessees, and Successor Lessees desire to assume the duties and obligations of Original Lessee under the Lease.

NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:

- 1. Original Lessee hereby assigns and transfers to Successor Lessees all of Original Lessee's right, title and interest in and to the Lease.
- 2. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.
- 3. Successor Lessees accept the foregoing assignment and assume all of the duties, obligations and responsibilities of Original Lessee under the Lease jointly and serverally.
- 4. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, Original Lessee and Successor Lessees have executed this Assignment as of the date set forth opposite their signatures below.

ORIGINAL LESSEE:

Date: 26 JAN 17, 2017

Lemmon, Richard

To:	Board of Supervisors 02/08/2017	<u> </u>	Appts.	Regular Agenda Consent Agenda Blue Slip Closed Session Meeting Date Requested:
From:	Board of Supervisors (Department Head - please type)	Ph	one Ext.	02/14/2017
Departme	ent Head Signature			
Agenda Title	ornali garcinosomo si a mendi sententi di	and IV Agricultu	ral Advisory Committ	ee Members
150 0	Provide detailed summary of the purpose of this of the re-appointment of the follow			ee:
District I	representative - David Basset, Chr	rist Bennett as A	Alternate	
District I	I representative - Dan Port			
District I	V representative - John B. Allen, J	r.		
Recommenda Approve	dation/Requested Action:			
The second secon	cts (attach budget transfer form if appropriate)		Staffing Impacts	
Committee Name	Yes No No Review?	N/A 🗸	Contract Attached: Resolution Attached: Ordinance Attached Comments:	Yes No N/A Yes No N/A Yes No N/A
Request Re Chairman Auditor CAO	eviewed by:	GSA Dir	GB rector Hp2 nagement	
	instructions: (Inter-Departmental Only, the re rijalva, Planning Director; Appointees		t is responsible for distribution	outside County Departments)
		FOR CLERK US	E ONLY	
Meeting Da	te 2-14-17	7:me 9:	00 A.m.	ltem#
Ayes:	tion: Approved Yes No Una		е	Other:
Distributed o	A new ATF is required from		nis is a true and correct copy of mador County Board of Supervi	action(s) taken and entered into the official sors.
Completed	Department by For meeting	ATTEST:		2

Clerk or Deputy Board Clerk

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Print Form

AGENDA TRANSMITTAL FORM

AGENDA TRANSMITTAL FORM Regular Agenda Consent Agenda To: **Board of Supervisors** Blue Slip 02/08/2017 Closed Session Date: Meeting Date Requested: **Board of Supervisors** 02/14/2017 Phone Ext. From: (Department Head - please type) Department Head Signature _ Agenda Title: Appointment and Re-Appointment of Dist. I, II and IV Airport Advisory Committee Members Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Approval of the re-appointment of the following Members to the subject committee: District I representatives - Chris Floyd, Charles Huffman, and Marvin Price as Alternate District II representatives - Bonnie Dufrene, and John B. Allen, Jr. as Regular Member District IV representative - Mark Ohlau, Dave Richards, and Debbie Dunn as Alternate Recommendation/Requested Action: Approve Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts Is a 4/5ths vote required? N/A Contract Attached: N/A Resolution Attached: N/A 🗸 Committee Review? Ordinance Attached Name Comments: Committee Recommendation: Request Reviewed by: Counsel Chairman GSA Director Auditor CAO Risk Management Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) Dave Sheppard, Airport Manager; Appointees FOR CLERK USE ONLY Time Item # Meeting Date 2-14-17 :00 Am Board Action: Approved Yes___ No___ Unanimous Vote: Yes___No_ Resolution Other: Ordinance Ayes: Resolution Ordinance Noes Absent: Comments:

Save

ATTEST: .

A new ATF is required from

For meeting

Department

Distributed on

Completed by

Print Form

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.

Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM Regular Agenda O Consent Agenda **Board of Supervisors** O Blue Slip

To: 02/08/2017 O Closed Session Date: Meeting Date Requested: **Board of Supervisors** Phone Ext. 02/14/2017 From:

(Department Head - please type)

Department He	ad Signature			
Agenda Title: Be	ehavioral Health Advisory B	oard		
Summary: (Provide	e detailed summary of the purpose of th	is item; attach addition	nal page if necessary)	
Approval of th				committee for a three year term the
Recommendation/R	Requested Action:			
Approve	ash hudget transfer form if appropriate)		Conflict Impacts	
Fiscal Impacts (atta	ach budget transfer form if appropriate)		Staffing Impacts	
Is a 4/5ths vote requ	uired? Yes No No		Contract Attached: Resolution Attached:	Yes No N/A Yes No N/A
Committee Review?	?	N/A 🗸	Ordinance Attached	Yes No N/A
Name			Comments:	0 0 0
Committee Recomm	nendation:		Bessell Later	
Request Reviewed	DT:		0	
Chairman		Counsel	68	
Auditor		GSA Dire	ector Hop	
CAO			nagement	
	tions: (Inter-Departmental Only, the re	equesting Department	is responsible for distribu	oution outside County Departments)
Committee Con	tact; Appointee			
		FOR CLERK US	E ONLY	
Meeting Date		Time	LONLI	Item#
			PARTY AND ASSESSED.	6 C
		animous Vote: Yes		
Ayes:	The state of the s	Ordinance		Other:
Noes Absent:	Resolution Comments:	Ordinance	ð	
Distributed on	A new ATF is required from		is is a true and correct cop nador County Board of Sup	py of action(s) taken and entered into the official pervisors.
	Department			
Completed by	For meeting	ATTEST:	D 1 D101-1	
	of	Clerk o	or Deputy Board Clerk	

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Print Form

O Consent Agenda To: **Board of Supervisors** Blue Slip 02/08/2017 Closed Session Date: Meeting Date Requested: **Board of Supervisors** 02/14/2017 Phone Ext. From: (Department Head - please type) Department Head Signature _ Agenda Title: Commission on Aging Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Approval of the re-appointment of Virgina Manner to the subject committee for a term of three years that will expire on February 13, 2020. Recommendation/Requested Action: Approve Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts Is a 4/5ths vote required? Contract Attached: N/A Resolution Attached: N/A N/A 🗸 Committee Review? Ordinance Attached Name Comments: Committee Recommendation: Request Reviewed by: Counsel Chairman **GSA Director** Auditor Risk Management CAO Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) Committee Contact; Appointee FOR CLERK USE ONLY Time Item # Meeting Date Board Action: Approved Yes___ No___ Unanimous Vote: Yes___No___ Other: Ayes: Resolution Ordinance Resolution Ordinance Noes Absent: Comments: 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 Distributed on records of the Amador County Board of Supervisors. Department ATTEST: _ Completed by For meeting

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Regular Agenda

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AGENDA TRANSMITTAL FORM

<u>AGENDA TRANSMITTAL FORM</u> Regular Agenda To: Onsent Agenda **Board of Supervisors** Blue Slip 01/24/2017 Date: Closed Session Meeting Date Requested: **Board of Supervisors** 02/14/2017 From: Phone Ext. (Department Head - please type) Department Head Signature _ Agenda Title: Re-Appointment of District II and District IV Planning Commissioners Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Approval of the re-appointment of District II Planning Commissioner, Dave Wardall, and the approval of the re-appointment of Andy Byrne as the District IV Planning Commissioner. Recommendation/Requested Action: Approve Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts Is a 4/5ths vote required? Contract Attached: N/A Resolution Attached: N/A N/A 🗸 Committee Review? Ordinance Attached Name Comments: Committee Recommendation: Request Reviewed by: Chairman, **GSA Director** Auditor CAO Risk Management Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) Planning, Commissioner FOR CLERK USE ONLY Meeting Date Time Item # Board Action: Approved Yes___ No___ Unanimous Vote: Yes___No___ Resolution Ayes: Ordinance Other: Noes Resolution Ordinance Absent: Comments: 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 Distributed on records of the Amador County Board of Supervisors.

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ATTEST: _

Department

For meeting

Completed by

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AGENDA TRANSMITTAL FORM

To: Board		A I KANSIMI	TTAL FORW	Regular Agenda Consent Agenda
	d of Supervisors		mise.	Blue Slip
Date: January 30), 2017		A Comment	Closed Session Meeting Date Requested:
From: Jon Hopkin	ns, Director	Dh	none Ext. X759	
	epartment Head - please type)		IONE EXT. MOS	02/14/17
Department Hea	ad Signature			
Agenda Title				
Dis	pense with the formal bidding p	rocedures for the I	Purchase of one (1) used Skip L	oader for Public Works.
Public Works desir Attached are vario not possible and the of interest will not Recommendation: the amount not to the needs of the Pu	be sold while awaiting for the ap Dispense with the formal biddin exceed \$75,000 for one (1) used ublic Works Department after be	r using funds receivable loaders. Due mal bidding proceoproval process. The procedures and skip loader of fairing thoroughly institute of the procedures and skip loader of fairing thoroughly institute of fair ing thoroughly institute of fair i	ived from P.G.&E. as a result of to to the uniqueness and variable ss is recommended. Vendors of herefore the following is recom d authorize the Purchasing Age market value determined by the spected by County mechanics;	es of used equipment, bidding is cannot guarantee any equipment namended: ent to issue a purchase order in the Purchasing Agent that meets is of which said piece of
equipment will be	placed in the Heavy Equipment factor not less than 1%.	Fund with a ten (1	0) year depreciation & replacer	nent schedule, including a
Recommendation/Re				
See above recomm				
500	h budget transfer form if appropriate)		Staffing Impacts N/A	
Budgeted				
Is a 4/5ths vote requi	Yes No No	N/A 🛛	The state of the s	es No N/A X
Name		···· 🔼		es No N/A
Committee Recomme	endation:		Comments: Examples of Skip	Loader Pricing Attached
Request Reviewed b	PYi		0	
Chairman		Counsel	66	
Auditor	0		ector # 08	
CAO		Risk Ma	nagement	
Distribution Instruction	ns: (Inter-Departmental Only, the requ	esting Department is	responsible for distribution outside	County Departments)
GSA-Jon Hopkins				
		FOR CLERK US	E ONLY	
Meeting Date		Time	EONLY	n# ^
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	proved Yes No Una			
Ayes:				er:
Noes Absent:	Resolution Comments:	Ordinanc	е	
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Distributed on	The Toquille Holls		nador County Board of Supervisors.	
-	Department			
Completed by	For meeting	ATTEST:	or Deputy Board Clark	
	of	. Cierk o	or Deputy Board Clerk	

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GENERAL SERVICES ADMINISTRATION

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

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



SUMMARY MEMORANDUM

TO:

Board of Supervisors

FROM:

Jon Hopkins, GSA Director

DATE:

January 31, 2017

SUBJECT:

Dispense with the formal bidding procedures for the Purchase of one (1)

used Skip Loader for Public Works.

Background: Public Works has received funding as a result of the Butte Fire settlement. A portion of the funding, approximately \$65k to \$75k is to be used for the purchase of a used skip loader. Attached for reference are various examples of used skip loaders provided by Public Works.

Subject or Key Issue: Purchasing used equipment.

Analysis: Cost of a new skip loader exceeds the funding provided by P.G.&E. and is not required to meet the department's needs. When purchasing used equipment staff verifies the condition of the equipment, obtains maintenance records, ensures licensing issues are addressed, researches any service contracts and warranties that are still available, verifies parts are still available and, performs a cost analysis to determine if the vehicle meets or exceeds Kelly Blue Book costs or performs a market analysis to determine the equipment's fair market value. In addition, due to the uniqueness and variables of used equipment, bidding is not possible.

Alternatives: No other viable alternatives are known.

Fiscal or Staffing Impacts: Adds an additional piece of equipment to maintain.

4/5ths vote: N/A

Recommendation(s):

Dispense with the formal bidding procedures and authorize the Purchasing Agent to issue a purchase order in the amount not to exceed \$75,000 for one (1) used skip loader of fair market value determined by the Purchasing Agent that meets the needs of the Public Works Department after being thoroughly inspected by County mechanics; of which said piece of equipment will be placed in the Heavy Equipment Fund with a ten (10) year depreciation & replacement schedule, including a market escalation factor not less than 1%.

c: Chuck Iley, CAO

file

2013 DEERE 210K



For Sale Price: USD \$65,900

Contact Information

Pacific Coast Iron LLC.

Placerville, California Phone: (916) 612-1855 OR (916) 933-6050 Fax: (916) 933-6051 Contact: Adam

Machine Location: Placerville, California



Description

MP BUCKET, DUAL TILT, REAR WEIGHTS, SUSPENSION SEAT, GANNON W/ RIPPERS, TIER 4 INTERIM, VERY CLEAN UNIT!

Specifications

Year	2013	Manufacturer	DEERE
Model	210K	Condition	Used
Hours	760	Drive	4 WD

2012 DEERE 210K



For Sale Price: USD \$44,900

Contact Information

Pacific Coast Iron LLC.

Placerville, California Phone: (916) 612-1855 OR (916) 933-6050 Fax: (916) 933-6051 Contact: Adam

Machine Location: Placerville, California



Description

GP BUCKET, SINGLE TILT, GANNON W/ RIPPERS, TIER 4 INTERIM

Specifications

Year	2012	Manufacturer	DEERE
Model	210K	Condition	Used
Hours	2,200	Drive	4 WD

2011 DEERE 210LJ



For Sale Price: USD \$37,000

Contact Information

Americ Machinery Corporation

Vallejo, California Phone: (253) 236-8555 Fax: (253) 236-8540 Contact: Sales

Machine Location: Vallejo, California



Description

OROPS MACHINE WITH 4-IN-1, AND SCRAPER BOX WITH SCARIFIERS.

Specifications

Year	2011	Manufacturer	DEERE
Model	210LJ	Condition	Used
Hours	2,147	Drive	4 WD

AGENDA TRANSMITTAL FORM

Regular Agenda

lo: Board	of Supervisors	* **	P. 1	Consent Agenda Blue Slip
Date: February 7,	2017	mid		Closed Session
- Aaron Brusatori				Meeting Date Requested:
From: Aaron Brusatori (Department Head - please type)		Ph	one Ext. 248	_ 02/14/17
Department Head	// K	1		
Agenda Title:	nation, Without Cause, Consultant Serv	rice Agreement with O	uincy Engineering	
Summary: (Provide de During the construc	tailed summary of the purpose of thi tion of the Ridge Road at New Instruction engineering process	s item; attach addition York Ranch Road I	nal page if necessary) ntersection Improvement Pro	oject Amador County Staff took an e need to have a consultant lead the
Amador County has appropriate in this in		n with the Consult	ant and has determined that	a termination without cause is
cause as allowed in s	nsportation and Public Works re section 4 of our Consultant Serv s to the consultant will be paid	vice Agreement. W	he contract with Quincy Eng /ith Board concurrence, 30 d	gineering be terminated without lay notice will be provided and any
Recommendation/Req				
Authorize Communi	ty Development Director to iss budget transfer form if appropriate)	ue letter terminati		
	- No. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10		Staffing Impacts Staff will self	f perform consultant work scope
Minor project cost re				
Is a 4/5ths vote require	Yes No 🗵		Contract Attached: Resolution Attached:	Yes No N/A Yes No N/A
Committee Review? Name		N/A 🔲	Ordinance Attached	Yes No N/A
Committee Recommen	dation:		Comments:	
Request Reviewed by				
Chairman	#	Counsel	66	
Auditor		GSA Dire	ector	
CAO		Risk Mai	nagement	
Distribution Instructions	s: (Inter-Departmental Only, the requ	esting Department is	responsible for distribution outside	de County Departments)
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Meeting Date		Time		tem#
2-1	4-17	9:0	oa.m.	1B
Board Action: Appr	oved Yes No Una	nimous Vote: Yes	_No	
Ayes:	Resolution	Ordinance		Other:
Noes	Resolution	Ordinance		
Absent:	Comments:	BOOK VALLEY (CO.		
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TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429 FAX: (209) 223-6395

WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO:

Board of Supervisors

FROM:

Aaron Brusatori, PE

SUBJECT:

Termination of Consultant Services Agreement with Quincy Engineering

DATE:

February 7, 2017

Summary

During the construction of the Ridge Road at New York Ranch Road Intersection Improvement Project Amador County Staff took an active role in the construction engineering process. Staff's involvement in the project reduced the need to have a consultant lead the construction engineering effort.

Amador County has discussed contract termination with the Consultant and we agree that a termination without cause is appropriate in this instance.

Amador County Transportation and Public Works recommends that the contract with Quincy Engineering be terminated without cause as allowed in section 4.1 of our Consultant Service Agreement. With Board concurrence, 30 day notice will be provided and any outstanding invoices to the consultant will be paid.

Analysis and Alternatives

The project will incur less construction engineering fees as staff will be performing the duties previously assigned to the consultant in our agreement.

Recommendation

It is recommended the board authorize the Community Development Director to issue letter to terminate, without cause, the Consultant Service Agreement with Quincy Engineering.

AGENDA TRANSMITTAL FORM

To:

Regular Agenda

To: Box	ard of Supervisors		`AC'	Regular Agenda Consent Agenda Blue Slip
Date: Februar	y 7, 2017		misc.	Closed Session
From: Aaron Br			Phone Ext. 248	Meeting Date Requested: 02/14/17
Department H	(Department Head - please type)	Bull		02/14/1/
Agenda Title:	ead Signature	VOIV		
Agenda Title.	tter to Caltrans regarding December 16,	2016 pedestrian accide	ent at SR88 near Pine Grove town hall.	
Summary: (Provide On January 26, 2	e detailed summary of the purpose of 017, the Public Works Committee	this item; attach addit	ional page if necessary) ident report involving a vehicle a two pedestrians were struck by t	nd two pedestrians which he vehicle while in the crosswalk
The safety of ped	lestrians crossing this section of	SR88 is a known co	oncern from public comment rece	Strad acceptance
The Public Works		ard Chair andorso	a letter to Caltrans District 10 exp	
Recommendation/F				
Authorize Chairm	an to endorse letter.			
	ch budget transfer form if appropriate)	Staffing Impacts NA	
NA .				
Is a 4/5ths vote requ	uired? Yes ☐ No ⊠	1	Contract Attached: Yes	
Committee Review?			Resolution Attached: Yes	
Name Public Wor		N/A 🔲	Ordinance Attached Yes	
Committee Recomm	nendation:		Comments:	
Authorize Chairm	an to endorse letter.			
Request Reviewed	by: /)			
Chairman	for		66	
Auditor		Counsel	la.	
	V	GSA Dir	ector MDP	
CAO		Risk Ma	nagement	
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oard Action: App	proved Yes No Una	nimous Vote: Yes	No	
yes:	_ Resolution	Ordinance		
oes	Resolution	Ordinance	- Culot.	
osent:	Comments:			
tributed on	A new ATF is required from	I hereby certify thi records of the Am	is is a true and correct copy of action(s) ador County Board of Supervisors.	taken and entered into the official
ompleted by	Department	ATT		
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WEBSITE: <u>www.amadorgov.org</u> EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO:

Board of Supervisors

FROM:

Aaron Brusatori, PE

SUBJECT:

Letter Regarding Safety Concern - SR88 near Town Hall in Pine Grove

DATE:

February 6, 2017

Summary

On January 26, 2017, the Public Works Committee discussed an accident report involving a vehicle and two pedestrians which occurred near the Pine Grove town hall on December 16, 2016. The two pedestrians were struck by the vehicle while in the crosswalk near the town hall.

The safety of pedestrians crossing this section of SR88 is a known concern from public comment received over the past several years.

The Public Works Committee request that the Board Chair endorse a letter to Caltrans District 10 expressing the safety concern and the need to upgrade the pedestrian crossing signal system.

Analysis and Alternatives

Not Applicable to this item.

Attachments:

Draft letter to Carl Baker of Caltrans District 10.

February 14, 2017

Carl Baker Caltrans District 10 Rural Planning Office Chief 1976 East Charter Way Stockton, CA 95205

RE: SR88 Pedestrian Accident

Dear Mr. Baker,

On December 16, 2016 two pedestrians were struck by a vehicle while crossing State Route 88 near the town hall in Pine Grove. This crosswalk is a safety concern and has been topic of many discussions by the Board of Supervisors.

The Amador County Board of Supervisors recommends that Caltrans upgrade the existing pedestrian crossing signal system.

Sincerely,

Richard Forster, Chairman Amador County Board of Supervisors

Attachment:

Accident Report 9295-2016-1563

AGENDA TRANSMITTAL FORM

Regular Agenda

io. <u>Board</u>	or Supervisors			Blue Slip
Date: February 7,	2017	piul	K.	Closed Session
				Meeting Date Requested:
From: Aaron Brusatori Phone Ext. 24		none Ext. 248	02/14/17	
(De	partment Head - please type	01		
Department Head	d Signature	BAL		
Agenda Title:	l States Bicycle Route 50 (USBR50) - Let	ter objecting to design	nated route	
Amador County deprequesting a resolut County maintained and Latrobe Road. The proposed route Wagner and Jacksor route including narrows being evaluated	roads included on the route are was discussed with the Public resident Bronwyn Hogan. Sev ow roadways, lack of shoulders d.	l Public Works rece ads within Amado e Shake Ridge Roa Works Committee eral concerns were s and no bicycle la	eived a request from the Ad or County on a cross country d, Fiddletown Road, Shenar on January 26, 2017. Comm e raised with the geometry nes. It was also conveyed by	venture Cycling Association or cycling route, USBR50. The Amador indoah Road, Old Sacramento Road ments were made by Undersheriff of the roadways included on the by Ms. Hogan that an alternate route of Chair to be placed on the consent
Recommendation/Req	uested Action:			
Authorize Chairman				
	budget transfer form if appropriate)		Staffing Impacts NA	
NA				
Committee Review? No				
Authorize Chairman	to endorse letter of opposition	n		
Request Reviewed by	J)			
P A	h		Co	
Chairman		Counsel	0-6	
Auditor		GSA Dire	ector Hop	
CAO		Risk Mar	nagement	
Distribution Instructions	s: (Inter-Departmental Only, the requ	esting Department is	responsible for distribution outs	ide County Departments)
		FOR CLERK US	E ONLY	
Meeting Date		Time		Item#
2-14	-17	9:0	10 A.M.	_/ D
Board Action: Appr	oved YesNo Una	nimous Voto: Vos	No	
Ayes:	Resolution			Other
Noes	Resolution			Other:
Absent:	Comments:	Ordinance		
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Distributed on			nador County Board of Supervise	
	Department			
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	of	Clerk o	r Deputy Board Clerk	

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

MEMORANDUM

TO:

Board of Supervisors

FROM:

Aaron Brusatori, PE

SUBJECT:

Letter of Objection - United States Bicycle Route 50

DATE:

February 6, 2017

Summary

Amador County department of Transportation and Public Works received a request from the Adventure Cycling Association requesting a resolution of support to list several roads within Amador County on a cross country cycling route, USBR50. The Amador County maintained roads included on the route are Shake Ridge Road, Fiddletown Road, Shenandoah Road, Old Sacramento Road and Latrobe Road.

The proposed route was discussed with the Public Works Committee on January 26, 2017. Comments were made by Undersheriff Wagner and Jackson resident Bronwyn Hogan. Several concerns were raised with the geometry of the roadways included on the route including narrow roadways, lack of shoulders and no bicycle lanes. It was also conveyed by Ms. Hogan that an alternate route was being evaluated.

The direction from the Public Works Committee was to draft a letter of objection from the Board Chair to be placed on the consent agenda.

Analysis and Alternatives

Objection to the Adventure Cycling Association proposed route does not have any financial implications for Amador County.

Attachments:

Draft objection letter

Email from Adventure Cycling Association

February 14, 2017

Tom Dumas Caltrans District 10 Office of Metropolitan Planning 1976 East Charter Way Stockton, CA 95205

RE: USBR50 Proposed Route

Dear Mr. Dumas,

Amador County Board of Supervisors objects to including the Amador County maintained roadways proposed by the Adventure Cycling Association in USBR50. The proposed roads are narrow and were not designed for bicycle traffic.

Sincerely,

Richard Forster, Chairman Amador County Board of Supervisors



Aaron Brusatori <abrusatori@amadorgov.org>

US Bicycle Route 50 - Amador County

danielle.bricker@yahoo.com <danielle.bricker@yahoo.com>

Mon, Nov 14, 2016 at 2:04 PM

Reply-To: danielle.bricker@yahoo.com

To: "allison@actc-amador.org" <allison@actc-amador.org>, "jgamer@cityofplymouth.org" <jgamer@cityofplymouth.org>,

"abrusatori@amadorgov.org" <abrusatori@amadorgov.org>

Dear Ms. Platt,, Mr Brusatori, and Mr. Gardner,

I'm writing to follow up on my phone calls regarding the proposed US Bicycle Route 50 through Amador County. I will follow up again by phone in the next week. Please feel free to call me at any time.

This project is part of a national effort (through AASHTO) to build a US Bicycle Route system and is being led in our state by Caltrans, California Bicycle Coalition, and the Adventure Cycling Association.

You are perhaps already familiar with this project. So you have it handy, the proposed route though Amador County is the following:

Facility name	Miles traveled on this facility	Total miles traveled in CA	Turn location and road name/designation	General Direction of Travel	Jurisdiction
SR 88 Carson Pass Hwy	32.0	53.2	Turn Right onto Dufrene Rd	sw	
Dufrene Rd	0.3	53.5	Continue straight onto County Route 8N31	sw	Amador County
County Route 8N31	1.0	54.5	Turn Right onto SR 88 Carson Pass Hwy	W	Amador County
SR 88 Carson Pass Hwy	1.9	56.4	8N37	W	Caltrans D10
County Route 8N37	3.0	59.4	Turn Right onto SR 88 Carson Pass Hwy	w	Amador County
SR 88 Carson Pass Hwy	8.2	67.6	Turn Right onto Shake Ridge Rd	w	Caltrans D10
Shake Ridge Rd	5.8	73.4	Turn Right onto Fiddletown Rd	w	Amador County
Fiddletown Rd	15.7	89.1	Continue straight onto Shenandoah Rd	w	Amador County
Shenandoah Rd	0.5	89.6	Continue straight onto Main St	W	Amador County
Main Street	0.6	90.2	Continue onto Old Sacramento Rd	w	Plymouth CA or Amador County
Old Sacramento Rd	4.6	94.8	Turn Right onto Latrobe Rd	N	Amador County
Latrobe Rd	14.7	109.5	Continue onto El Dorado Hills Blvd	N	Amador & El Dorado Counties, El Dorado Hills

The route proposal supplied is just that; a proposal. Local agencies like yours will be the ones who determine the final route, as they are the ones who have to assure support for the route to Caltrans.

Here is a link to a draft map of the California route from Sacramento to the Nevada border: https://ridewithgps.com/routes/16159573

We are in discussions with all of the counties and cities along the route. The general route for USBR 50 in California is from San Francisco to Sacramento to South Lake Tahoe. USBR 50 continues east, eventually ending in Washington DC. Indiana, Ohio, Maryland, and the District of Columbia have already designated their portions of USBR 50. Nevada, Utah, Pennsylvania, and West Virginia are in the process of designating their portions of USBR 50.

You can find a huge amount of background information on the USBR System at https://www.adventurecycling.org/routes-and-maps/us-bicycleroute-system/, including this exciting map for the entire proposed system.

Below is more background information and a template for a resolution your agency can endorse and send to Caltrans District 3 Bicycle Pedestrian Coordinator and the Caltrans state bike/ped coordinator. Caltrans is the agency who will officially submit the route approval application to AASHTO. Here are the contacts who will receive resolutions of support from your agency:

Caltrans District 3

Florigna Feliciano

1/18/2017

Transportation Planner 2379 Gateway Oaks Blvd., Suite 150 Sacramento, CA 95833 530-741-5455 florigna.feliciano@dot.ca.gov

Caltrans District 4 Sergio Ruiz Pedestrian & Bicycle Coordinator 111 Grand Ave, Oakland, CA 94612 510-622-5773 sergio.ruiz@dot.ca.gov

Thank you for taking the time to learn about this project. Please feel free to let me know if you are not the correct contact for your area.

As we hear from other agencies in your region, like El Dorado County, I am also happy to keep you informed about their progress. If you have any questions, please feel free to contact me, too!

Danielle Bricker Adventure Cycling Association 415-699-2994

Background information on USBR route designation:

- . There is no inherent liability for local agencies per the federal Transportation Research Board: http://onlinepubs.trb.org/ onlinepubs/nchrp/nchrp_lrd_53.pdf
- To view AASHTO information on the US Bicycle Route System: http://route.transportation.org/Pages/USBicycleRoutes.aspx
- · Signage is nice, but not required. There are a number of ways a route can be designated including maps (paper or Internet), signs, pavement markings, downloadable GPS coordinates, etc.
- . The choice of roads for a US Bicycle Route is a trade-off between low traffic, direct routing, access to services (bike shops, motels, campgrounds, etc.), access to points of interest, and scenic roads. The best route for a family weekend bike ride may not be the best route for someone on a multi-day long distance bicycle trip.
- Long distance bicycle tourists are experienced road riders and used to varying quality of road surface, absence of paved shoulders, and car and truck traffic. The number of cyclists who might use a given route is difficult to predict, but five to ten riders per day (1,000-2,000 per season) would be considered a significant increase in usage once a route is designated.
- A change in the route can be proposed to Caltrans and they propose the change to AASHTO. AASHTO has accepted every new route and route change requested by state DOTs. Route changes can be made twice per year.
- Designating a USBR does not impose any constraints or restrictions on the use of a road, street, trail or right-of-way. It's current or future status or use for any other purpose is not changed.
- There is no requirement that roads for US Bicycle Routes meet the guidelines in the AASTHO Guide for Bicycle Facilities. This was explicitly considered and it has been written into the process that there are no specific requirements for road or trail standards. It is recognized that local "engineering judgment" will determine when a road is suitable for inclusion in a USBR designation.

Sample Support Resolution

Whereas bicycle tourism is a growing industry in North America, contributing \$47 billion a year to the economies of communities that provide facilities for such tourists; and

Whereas the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing California to be developed as United States Bicycle Route 50 (USBR 50), and

Whereas the Adventure Cycling Association and the California Bicycle Coalition, with the cooperation of Caltrans, have proposed a specific route to be designated as USBR 50, a map of which is herein incorporated into this resolution by reference, and

Whereas the proposed route for USBR 50 comes through Amador County and can therefore provide benefits to our residents and businesses, and

Whereas we have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area,

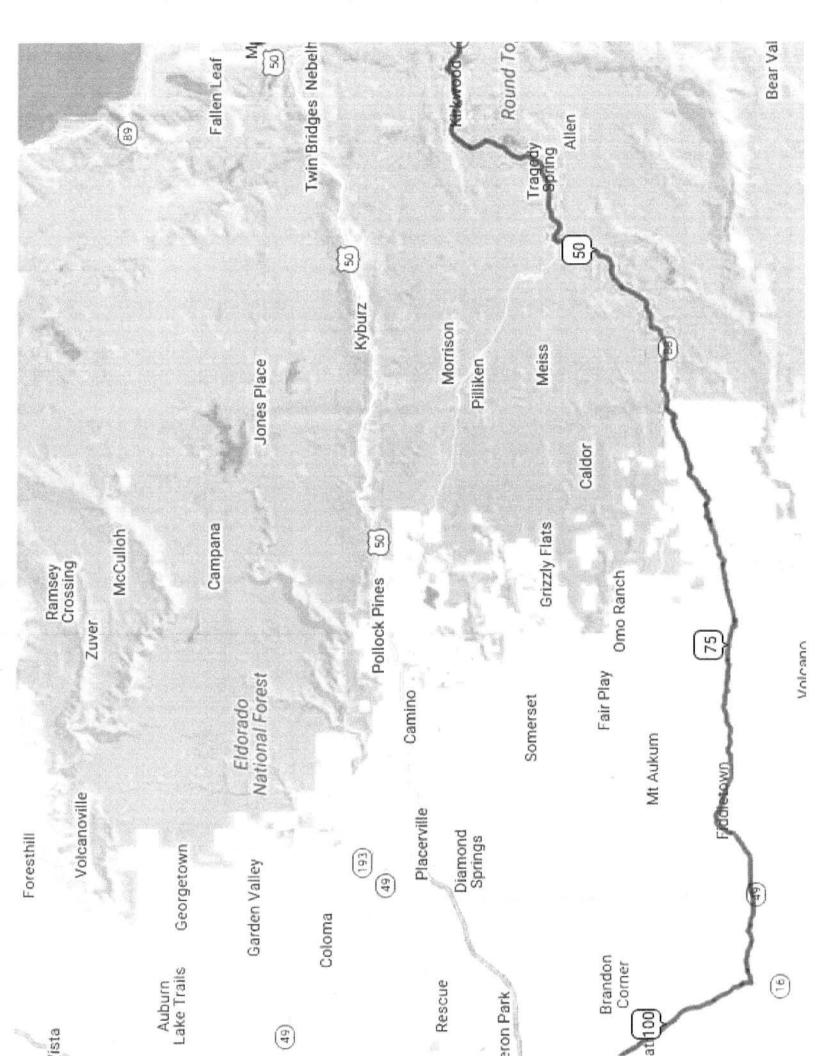
Therefore be it resolved that Amador County hereby expresses its approval and support for the development of USBR 50, and requests that Caltrans get the route is officially designated by AASHTO as soon as this can be achieved, and authorizes the posting of signs within the Amador County right-of-way identifying the route through the community once the official designation has been made.

2 attachments



USBR 50 - Amador Couty Regional .jpg

USBRSCorridorMap_2016May.pdf 580K



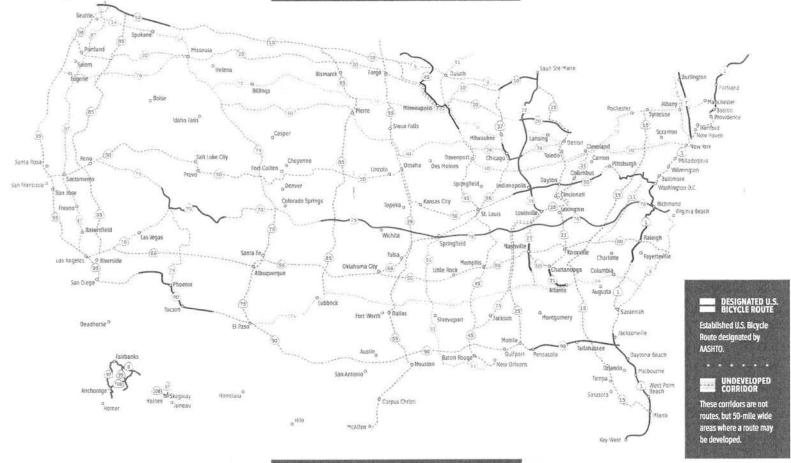


The goal of The United States Bicycle Route System is to connect America through a network of numbered interstate bicycle routes.









ADVENTURECYCLING.ORG/USBRS