

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

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

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

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE AMADOR COUNTY BOARD OF SUPERVISORS WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 810 COURT STREET, WE **STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME** BY CALLING IN USING THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

REGULAR MEETING AGENDA

DATE: Tuesday, May 26, 2020
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CLOSED SESSION **8:30 A.M.** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

1. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6.

- 1.a. County Negotiators: Greg Gillott, County Counsel; Chuck Iley, County Administrative Officer; Lisa Gaebe, Interim Human Resources Director.
Employee Organization: All Units
Suggested Action: Discussion & Possible Action

2. CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION - {Government Code 54956.9(d) (2)}

- 2.a. Claim of Eric & Terra Donahoo - #20-08
Suggested Action: Discussion & Possible Action Relative to Claim
- 2.b. Claim of Matt Dolezal - Claim # 20-09
Suggested Action: Discussion and Possible Action Relative to Claim

3. CONFERENCE WITH COUNTY COUNSEL: INITIATION OF LITIGATION - {GOVERNMENT CODE 54956.9(D) (4)}

- 3.a. One Case
Suggested Action: Discussion and possible action Related to the Initiation of Litigation

4. CONFIDENTIAL MINUTES:

- 4.a. Confidential Minutes: Review and possible approval of the May 12, 2020 Confidential Minutes.
Suggested Action: Approval

REGULAR SESSION **9:00 A.M.**

PLEDGE OF ALLEGIANCE:

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

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

APPROVAL OF ITEMS ON THE CONSENT AGENDA: Items listed on the consent agenda (#8) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

5. REGULAR AGENDA:

- 5.a. Update by the Amador County Health Officer, Dr. Rita Kerr, and the Amador County Sheriff, Martin Ryan, on the COVID-19 situation and the progress on the road to reopening Amador County
Suggested Action: Direction to staff as desired.
- 5.b. Greater Valley Conservation Corps (GVCC): Presentation by Mr. Nicholas Mueller, Director of GVCC, relative to the subject entity, the hiring process, programs available and mission statement which is to inspire, educate, and serve local youth and communities by providing opportunities to practice a strong work ethic and environmental stewardship.
Suggested Action: Presentation only
[GVCC Hiring Power Point Stockton 2018 \(1\).pdf](#)
- 5.c. Discussion and possible action relative to a request by the Amador Community College Foundation for funding during the 2020-2021 Fiscal Year

Suggested Action: Direction to staff to modify the budget documents as desired
[ACCF BOS presentation 2020.pdf](#)

- 5.d. Discussion and possible action relative to recommendations by the Agricultural Advisory Committee and the Land Use Committee to adopt a Resolution of Intention to amend County Code Title 19 (Zoning) pertaining to brewery tasting rooms, agritourism, and use of secondary dwellings in the "AG," Exclusive Agriculture (Williamson Act) district.

Suggested Action: Adopt a Resolution of Intention directing staff and the Planning Commission to begin proceedings necessary to amend County Code Chapter 19.24.036, AG district use regulations.

[Planning Dept Memo.03-17-20.docx](#)

[Resolution of Intention.breweries, agritourism, 2nd homes.docx](#)

[DRAFT Land Use Committee Minutes 01-23-20.doc](#)

[Draft Ag Committee Minutes.12-18-19.docx](#)

[Dept of Conservation letter.2015.pdf](#)

- 5.e. Discussion and Possible Action relative to an Appeal from Michael Riddle, owner of the Kit Carson Lodge.

Suggested Action: Pleasure of the Board

[Letter Appeal from Kit Carson Lodge 4.14.20.pdf](#)

[Chap 3.16 TOT.pdf](#)

- 5.f. General Services Administration: Public Safety Power Shutoff (PSPS) Allocation for Emergency Funds

Suggested Action: Pending review and discussions, 1) Deem the District Attorney's Office and Pioneer Veterans Hall as essential facilities during PSPS events and; 2) Authorize the General Services Director to proceed with bids for stand-by generation projects for the DA's Office and Pioneer Veterans Hall and; 3) Authorize GSA Director to award bids and pending they do not exceed the estimated costs provided and; 4) issue contracts for the work and; 5) Accept final completion of the work and submit Notices of Completion upon the Director's review and approval and; 6) Authorize GSA and the Sheriff's Office to submit required reports and all documents required by CalOES.

[OES PSPS Generators Memo 5.13.20.pdf](#)

[County - Progress and Expenditure of Funds Report 5.13.20.pdf](#)

[Cal OES Progress & Expenditure of Funds Report Letter 5.4.20.pdf](#)

[Cal OES Notification of Subrecipient Allocation 10.25.19.pdf](#)

[DA Generator Estimate 5.12.20.xlsx](#)

[Vets Hall Generator Estimate 5.12.20.xlsx](#)

- 5.g. Discussion and possible action relative to the Chairman's signature on a letter in opposition to the proposed closure of the Pine Grove Youth Conservation Camp

Suggested Action: Authorization for the Chairman's signature on a letter as directed by the Board.

- 5.h. Minutes: Review and possible approval of the May 12, 2020 Board of Supervisors Meeting Minutes.

Suggested Action: Approval

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

- 6.a. Resolution in Support of mental health services for the students of Amador County.

Suggested Action: Adopt the Resolution

[Mental Health Resolution.doc](#)

- 6.b. District Attorney: Resolution for Workers Comp Grant Application FY 20-21

(AGENDA)

(May 26, 2020)

Suggested Action: Resolution Approving The Workers' Compensation Insurance Fraud Program Application 20-21
[WC BOS 20_21 Resolution.doc](#)

- 6.c. Planning Department - Resolution approving Amended California Land Conservation Act contract No. 27 for the Robert E. Hutchison and Kathleen E. Hutchison Family Trust - 2008. The legal description of land included in the contract is being amended to describe six compliance parcels discovered during a recent boundary line adjustment survey. There is no change to the acreage included in the contract. Suggested Action: 1) Adopt a Resolution authorizing the recording of Amended California Land Conservation Act contract No. 27 for the Robert E. Hutchison and Kathleen E. Hutchison Family Trust - 2008, and 2) Authorize the Board chair to sign the Resolution and contract.
[Memo to BOS.Hutchison.pdf](#)
[Resolution.Hutchison Contract .pdf](#)
[Amended Contract 27.pdf](#)
- 6.d. 19-25 - Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84)
Resolution of Acceptance, Final Agreement and Release of Claims - George Reed, Inc.
Suggested Action: 1. Adopt resolution accepting the Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.
[2020-05-26_19-25_Memo_Jackson Valley Road Hot Mix Asphalt Overlay Project_Contract Closeout.pdf](#)
[2020-05-26_19-25 Resolution of Acceptance.pdf](#)
[2020-05-26_19-25 Proposed Final Estimate.pdf](#)
[2020-05-26_19-25_Agreement and Release of Claims.pdf](#)
- 6.e. Approval of the Chairman's signature on a letter of support for a Community Facilities grant application by Victory Village to the Department of Agriculture.
Suggested Action: Authorize the Chairman's signature on a letter of support.
[Draft BoS Letter of Support CF grant.pdf](#)
- 6.f. Approval of Space Available Agreement with Nevada County Juvenile Hall
Suggested Action: Approval to enter into the Space Available Agreement with Nevada County Juvenile Hall.
[Nevada County Juvenile Hall Contract.pdf](#)
- 6.g. Space Available Agreement with Placer County Juvenile Detention Facility
Suggested Action: Approval to enter into a Space Available Agreement with Placer County Juvenile Detention Facility.
[Placer County Juvenile Detention Facility Space Available Agreement.pdf](#)
- 6.h. Behavioral Health/CalMHSA Participation Agreement
Suggested Action: Approve and sign Agreement
[536-PEI-2020AC_DRAFT_4.20.20_CC for BOS.docx](#)
[Memo to Board initialed by Melissa.pdf](#)
- 6.i. General Services Administration: Dispense with the bidding/RFP procedures and approve an Addendum to Agreement for Auditing Services for three (3) years
Suggested Action: 1) Dispense with the formal RFP procedures and; 2) Approve the Addendum with Smith and Newell for auditing services in an amount not to exceed Two Hundred Four Thousand Six Hundred Eighty-Two Dollars and No cents (\$204,682.00) for the next three (3) years

[Dispense with RFP for Auditing Services Memo 5.11.20.pdf](#)
[Smith and Newell Exemption Request to Competitive RFP 5.11.20.pdf](#)
[Addendum to Agreement for Auditing Services 5.11.20.pdf](#)

- 6.j. General Services Administration: 2nd Amendment for Aggression Replacement Therapy (ART) and 180 You-Turn Programs
Suggested Action: 1) Dispense with the formal bidding procedures and; 2) Approve the attached Second Amendment with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Program services for an additional year utilizing the same annual budget (\$19,279.00 for ART and \$34,378.00 for 180 You-Turn Program) and scope of work used in FY 18/19 and FY 19/20
[Second Amendment and Dispense with RFP Memo to Board 5.14.20.pdf](#)
[Nexus extension request ACPD 20.21.pdf](#)
[Nexus Extension Letter FY 20-21.pdf](#)
[Second Amendment with Nexus FY 20-21.pdf](#)
- 6.k. General Services Administration: RFQ 19-28 Architectural Services for Library Renovations
Suggested Action: 1) Approve the First Amendment to HGA's agreement to provide a Preliminary Architectural Report for the USDA Rural Development grant in an amount not to exceed \$6,000.00 and; 2) Authorize the Chairman to execute said amendment.
[RFQ 19-28 Library Architectural Services 1st Amendment memo 5.12.20.pdf](#)
[HGA's Proposal for PAR Attachment A 5.11.20.pdf](#)
[HGA First Amendment 5.12.20 Partially Executed.pdf](#)
- 6.l. Updated contract with The ARC of Amador/Calaveras Counties for recycling services
Suggested Action: Approve new contract effective June 1, 2020 to May 31, 2022
[ARC Agreement 2020 vBOS 05-26-20.pdf](#)
[BOS Memorandum RE The ARC Contract Renewal 2020-22 05-26-20.pdf](#)
- 6.m. General Services Administration: Adjustment to Airport Budget FY 2019-20
Suggested Action: Approve the Budget Increase Request
[Airport Budget Increase Request Memo \(5.18.20\).pdf](#)
[Budget Increase Request 5.18.20.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, JUNE 9, 2020 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

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

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

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

18/19 and FY 19/20

[Second Amendment and Dispense with RFP Memo to Board 5.14.20.pdf](#)

[Nexus extension request ACPD 20.21.pdf](#)

[Nexus Extension Letter FY 20-21.pdf](#)

[Second Amendment with Nexus FY 20-21.pdf](#)

- 6.k. General Services Administration: RFQ 19-28 Architectural Services for Library Renovations
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[HGA's Proposal for PAR Attachment A 5.11.20.pdf](#)
[HGA First Amendment 5.12.20 Partially Executed.pdf](#)
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- 6.m. General Services Administration: Adjustment to Airport Budget FY 2019-20
Suggested Action: Approve the Budget Increase Request
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[Budget Increase Request 5.18.20.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, JUNE 9, 2020 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 26, 2020

SUBJECT

County Negotiators: Greg Gillott, County Counsel; Chuck Iley, County Administrative Officer; Lisa Gaebe, Interim Human Resources Director.

Employee Organization: All Units

Recommendation:

Discussion & Possible Action

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: May 26, 2020

SUBJECT

Claim of Eric & Terra Donahoo - #20-08

Recommendation:

Discussion & Possible Action Relative to Claim

4/5 vote required:

No

Distribution Instructions:

File, Claimant

ATTACHMENTS

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Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: May 26, 2020

SUBJECT

One Case

Recommendation:

Discussion and possible action Related to the Initiation of Litigation

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 26, 2020

SUBJECT

Confidential Minutes: Review and possible approval of the May 12, 2020 Confidential Minutes.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 26, 2020

SUBJECT

Update by the Amador County Health Officer, Dr. Rita Kerr, and the Amador County Sheriff, Martin Ryan, on the COVID-19 situation and the progress on the road to reopening Amador County

Recommendation:

Direction to staff as desired, if any

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 26, 2020

SUBJECT

Greater Valley Conservation Corps (GVCC): Presentation by Mr. Nicholas Mueller, Director of GVCC, relative to the subject entity, the hiring process, programs available and mission statement which is to inspire, educate, and serve local youth and communities by providing opportunities to practice a strong work ethic and environmental stewardship.

Recommendation:

Presentation only

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

- [GVCC Hiring Power Point Stockton 2018 \(1\).pdf](#)

GREATER VALLEY CONSERVATION CORPS



SJCOE
EDUCATE • INNOVATE • INSPIRE

GVCC

LOCAL CONSERVATION CORPS

- 14 regional corps statewide (CALCC)
- Collectively serving 3,000 young people each year
- Goal to hire young adults 18-25 to provide natural resource and recycling services across the state



GREATER VALLEY CONSERVATION CORPS

- Provide high school education, job training, environmental services, career development, job placement and industry recognized certifications
- Employ 70 plus corpsmembers and 25 staff members in two locations (monthly average).
- Conduct recycling and natural resource services to our coverage areas; San Joaquin, Stanislaus, Amador, Tuolumne and Calaveras Counties
- Build partnerships with cities, municipalities, public works departments, school districts, businesses and non profits
- GVCC is the only corps in California operated by a County office of Education. (San Joaquin County Office of Education)

CALIFORNIA ASSOCIATION OF LOCAL CONSERVATION CORPS (CLACC)

CALCC CALIFORNIA ASSOCIATION of LOCAL CONSERVATION CORPS

CALCC is the network of California's state-certified community ("local") conservation corps, a proven American legacy program that serves disenfranchised young people and their communities through conservation work, education and community service.

Statewide Impact FY 10-10

Each day, corpsmembers gain critical job skills and earn a paycheck while serving communities throughout the state. Graffiti and litter removal; recycling; habitat restoration; trail building; disaster response; transportation, housing, and energy efficiency projects are just a small sample of the valuable services corps provide.

YOUTH DEVELOPMENT

419
HIGH SCHOOL
DIPLOMAS earned

559
CORPSMEMBERS
transitioned to a job

205
CORPSMEMBERS
transitioned to
post-secondary
or vocational education

RECYCLING AND CONSERVATION

5.9 million POUNDS
of E-waste collected and recycle

8.8 million POUNDS
of beverage containers collected and recycled

242,084 TIRES
collected and diverted from landfill

8,453 ACRES of habitat restored

998 MILES of trails, roads and
alleyways restored

Who We Serve

Over **3,000**
CORPSMEMBERS each year

Corpsmembers are
34% FEMALE 66% MALE

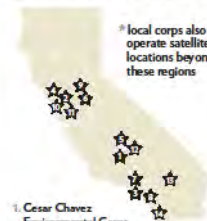
At least **90%**
are living below
poverty level

More than **60%**
have dropped out
of high school

At least **92%** of court-involved
corpsmembers do not recidivate
during their time in program

"Being part of this program really changed how I saw myself because it made me inspired to get up and do something... having that support from other people made me want to support myself, made me feel more important and more worthy of success." — Bethany Rivard, Student Outreach Associate and Alum, Civicorps, Oakland CA

Where we are located* State-Certified Local Corps In CA



* local corps also
operate satellite
locations beyond
these regions

1. Cesar Chavez Environmental Corps (TEHACHAPI REGION)
2. Civicorps (EAST BAY REGION)
3. Conservation Corps of Long Beach (LONG BEACH REGION)
4. Conservation Corps North Bay (NORTH BAY REGION)
5. Fresno Local Conservation Corps (FRESNO REGION)
6. Greater Valley Conservation Corps (SAN JOAQUIN & TUOLUMNE REGIONS)
7. Los Angeles Conservation Corps (LOS ANGELES REGION)
8. Orange County Conservation Corps (ORANGE COUNTY REGION)
9. Sacramento Regional Conservation Corps (SACRAMENTO REGION)
10. San Francisco Conservation Corps (SAN FRANCISCO REGION)
11. San Jose Conservation Corps (SAN JOSE REGION)
12. Sequoia Community Corps (VISALIA REGION)
13. Urban Conservation Corps of the Inland Empire (SAN BERNARDINO REGION)
14. Urban Corps of San Diego County (SAN DIEGO REGION)

Learn more about CALCC at callocalcorps.org or email info@callocalcorps.org
Connect with us on social via [#LocalCorpsStrength](https://twitter.com/LocalCorpsStrength) and [@LocalCorps](https://twitter.com/LocalCorps).

OUR CURRENT LOCATIONS

Stockton

2040 E. Fremont Street



Sonora

14993 Camage Ave.



MISSION STATEMENT

- Our purpose is to inspire, educate, and serve our local youth and communities by providing opportunities to practice a strong work ethic and environmental stewardship.*



RECYCLING AND NATURAL RESOURCES



RECYCLING DIVISION

- BCRF Program (CRV)
- E-waste Program
- Tire Collections
- Oil Outreach
- City Action Teams
- Mattress Collection Services



TIRE COLLECTIONS

- Amnesty Collections
- Weekly Collections for Cities and Municipalities
- Multi-Item Events



BCRF PROGRAM

- Weekly Collection Routes (schools, organizations and businesses)
- Sorting and Separating Product
- Special Event Collections (Festivals, County Fairs)



EDUCATION AND OUTREACH

Recycling Bin Outreach



Collection Event Outreach



A chance for our teams to provide recycling education to the communities that we serve.

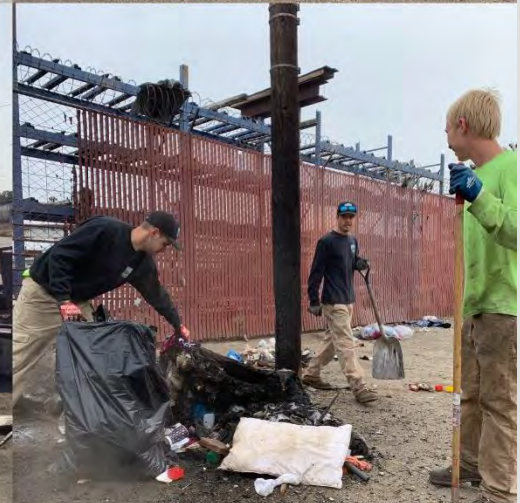
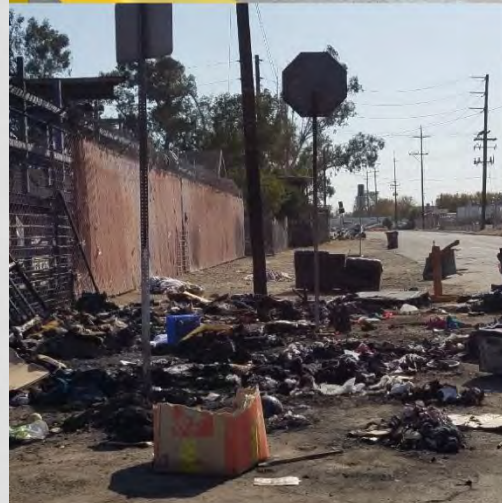
E-WASTE PROGRAM

- Residential/Curb side and Business Collections
- Collection Events (Schools, businesses, non profits, partners)



CITY ACTION TEAMS

- Partnership with City of Stockton Code Enforcement
- Graffiti Abatement
- Blight Reduction
- Neighborhood Betterment Events



MATTRESS COLLECTION PROGRAM

- Approved mattress collection sites in Stockton and Sonora
- Collection Events
- Community blight reduction



ANNUAL NUMBERS!

- **Glass:** 154,730 lbs.
- **Aluminum:** 4,800 lbs.
- **Plastic:** 15,615 lbs.
- **Tires:** 8,000 total
- **Electronic Waste:**
363,542 lbs.
- **Graffiti Abated:**
102,220 Square Ft.
- **Blight/ Garbage
Removed:** 91,030 Square
Ft.
- **Mattresses:** 5,471



NATURAL RESOURCES

- Landscape Maintenance
- Habitat Restoration
- Invasive Weed Removal
- Fuel Loads Reduction
- Trail Construction
- Urban Forestry



LANDSCAPING PROGRAM

Servicing over
40 locations
including
SJCOE
Programs:

- SJCOE Main
- One. Charter
- Special
Education
- Head Start
- DCA



SPECIAL PROJECTS



FUEL LOADS REDUCTION

- Fire line break
- Shaded fuel breaks
- Roadside clearing
- Vegetation management



ANNUAL CALENDAR

July (17)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August (17)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September (16)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October (18)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November (12)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December (12)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January (16)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February (14)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March (18)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April (18)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May (16)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

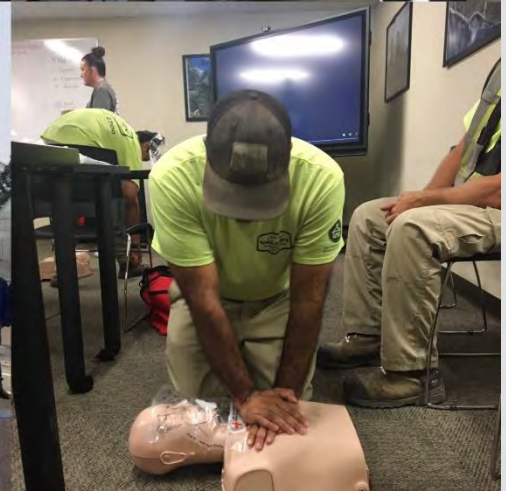
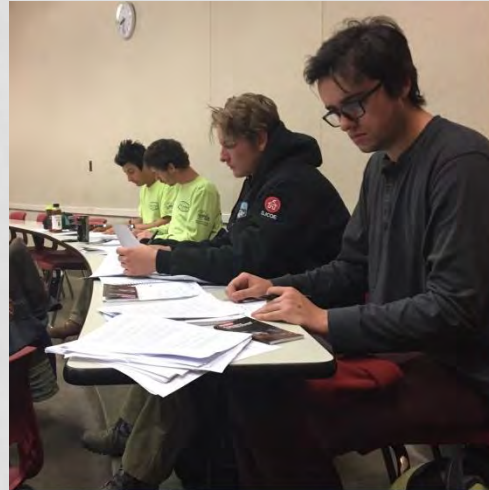
June (16)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- ALL CM/TEMP STAFF WORK DAY
- SJCOE Recognized Holidays
- Certification Training Weeks/ALL CM's
- Annual Luncheon
- Corpsmember Appreciation Breakfast/ALL
- ALL CM/TEMP STAFF NON WORK DAY
- X CM New Hire Orientation/Trainings
- X Staff Training Day
- X Annual Planning Meeting/STAFF

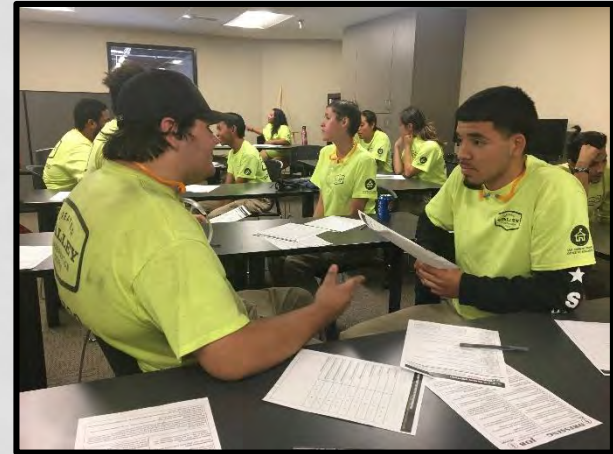
CORPSMEMBER TRAININGS

- OSHA 10
- CPR/First Aid
- Forklift Certification
- Flagger/Traffic Control
- Heat and Illness
- Back Injury Lifting
- E-waste Handling
- Chainsaw S212
- Injury and Illness Protection
- PPE
- QAL (Spray Application)



WORKSHOPS AND PROFESSIONAL DEVELOPMENT

- Career Development
- Scholarship Opportunities
- Corpsmember Advisory Board
- Local Events
- Financial Literacy
- Leadership Workshop
- Stress Management
- Outside Speakers
- Job Fairs



SUCCESSSES AND ACHIEVEMENTS

- 2018/19 GVCC achieved a 82% success rate. (Corpsmembers who were in the program for 3 months or longer)



- Where are they now?
 - Cal Trans
 - Brightview Landscape
 - Columbia College
 - Code Stack Academy
 - SJCCE-Special Ed
 - Unions and Trades
 - CA Natural Products
 - Tri-Valley



PRE CORPS PROGRAM



PRE-CORPS PROGRAM
EARN WHILE YOU LEARN!



PROFESSIONAL
DEVELOPMENT

CONSERVATION
PROJECTS

JOB PLACEMENT
OPPORTUNITIES



The pre-corps will provide youth from OH Close and N.A. Chaderjian with professional development, certifications and work experience through natural resource projects, workshops and trainings.

This is an effort to support members with work ready skills and job opportunities once they are released from DJJ.

REQUIREMENTS

- Ages 17-24
- 1-2 years from release date
- No sexual convictions
- Must be a graduate

WORKSHOPS/CERTIFICATION

- CPR/First Aid
- Forklift certification class
- Financial literacy
- OSHA 10
- Guest Speakers
- Horticulture

PAY SCALE

\$0.50-\$2.75

Rates will be dependent on tiers completed

Get paid to attend professional development workshops, obtain certifications and conduct service projects. There are multiple opportunities waiting for you beyond DJJ. Take advantage of this program and join the pre-corps!



PRE CORPS PROGRAM

Tier 1 February to June

- A Phase \$1.50/ B Phase \$1.00/ C Phase \$.75/ D Phase \$.50
- 3 Days of GPS Social Enterprises
- Case Management
- Industry Recognized Certifications
- Career Development
- Service Projects
- Employer Speaking Engagements

Tier 2 July to December

- A Phase \$2.75/ B Phase \$2.25/ C Phase \$1.75/ D Phase \$1.50
- Additional Certifications
- Trainings and Workshops
- Service Projects Outside of DJJ with GVCC Crews
- Connection to LCC
- Career Exploration (Trades, Logistics,

WHO ARE WE LOOKING FOR?

- Ages 18 to 25
- Who want to earn a high school diploma or GED
- Who have a high school diploma or GED
- Additional requirements upon request (TB test, fingerprint/background SJC0E)
- No facial piercings please
- Motivated to learn and work!!



HOW DO YOU APPLY



- www.greatervalleycc.org
 - “Apply Now” and run through the steps!
 - 1 Letter of Recommendation
 - Cover Letter
 - Resume
 - Graduates- Fingerprint/Background and TB Test
- *All applicants must have a valid California identification card and a social security card before a start

CONTACT INFORMATION

GVCC Main Office
209-292-2700

Nicholas Mueller
Steve Kieffer
Director
Program Manager
209-292-2701
209-292-2705
209-639-5343
209-993-9650

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 26, 2020

SUBJECT

Discussion and possible action relative to a request by the Amador Community College Foundation for funding during the 2020-2021 Fiscal Year

Recommendation:

Direction to staff to modify the budget documents as desired

4/5 vote required:

No

Distribution Instructions:

Clerk, Auditor, Budget

ATTACHMENTS

- [ACCF BOS presentation 2020.pdf](#)



A M A D O R
CollegeC*NNECT

Learn.
Achieve.
Succeed.

Amador Community College Foundation

Who We Are

- ✓ A 501c3 non-profit organization since 2013
- ✓ **Mission**: *to provide accessible education opportunities in a supportive environment for career success in Amador County.*
- ✓ **Vision**: *Transforming lives and local communities through higher education and workforce training.*

Who We Are

ACCF Board of Directors

- Paul Molinell, Jr – Chair
- Lynn Morgan – Vice-Chair
- Craig Burman – Treasurer
- Susan Zaffarano – Secretary
- Directors
 - Serena Acierto
 - Maureen Angle
 - Frank Axe
 - Janice Davis
 - Damien Dinh
 - John Ellyson, MD
 - Kelly Hunkins
 - Frank Leschinsky
 - Tammy Montgomery
 - Annette Solis Rios
 - John Tillman
- Honorary director
 - Karen Dickerson

College Support Center

Amador College Connect is a support center for individuals seeking to take college courses *locally*:

- ✓ To pursue a Certificate or Degree – units are transferrable to the CSU/UC systems
- ✓ To gain job skills
- ✓ To participate in an Apprenticeship Program at their workplace
- ✓ For personal enrichment

Community College Partners

Online Classes

- Earn AA/AS degrees or certificates in 130 available programs
- Partner Schools
 - *Allan Hancock College*
 - *Coastline College*
 - *Columbia College*
 - *Foothill College*
- Anytime, anywhere flexibility
 - Fits college into work and family schedule

Live Broadcasted Classes

- Earn AA degree in 2 years in Behavioral Science
- Partner School
 - *Columbia College*
- Traditional class format
 - Live and interactive
 - Streamed live to Amador College Connect center in real time
 - Evening and summer offerings

Community College Partners

Apprenticeship programs

- Paid apprenticeships with local employers in
 - Hospitality Management
 - Child Development
- Partner School
 - Columbia College
- Achieve State Apprentice Certification and Certificate of Achievement
- Students eligible for promotion with local employers

College, career and financial aid assistance

- Assists students in how to enter, re-enter and navigate college
- Partner School
 - Tira Lawhorn, Program Specialist, from Columbia College supports our staff in this effort.

Collaborating University

- ***Arizona State University Online***
 - Offering 150 online BA/BS degrees online
 - Ranked 4th in the country by US News & World Report



THE UNIVERSITY OF ARIZONA
UA Online

Free Student Services Offered

- Student assistance with
 - College Application
 - Orientation to college course management systems
 - Financial aid assistance
 - Course registration
 - Textbook purchase
 - Mentoring/Tutoring
 - National College Testing Association center for exam proctoring
 - Internships with local employers

Meet Our Staff

Rachelle Saldate, Executive Director

Masters in Educational Counseling



Gloria St. John, Assistant Program Coordinator

Masters in Business Administration



Nickie Crofts, Transition Specialist

Bachelor of Arts in Sociology



Local Partnerships

- Scholarships
 - Amador County Behavioral Health Department
 - Jackson Rancheria Casino Resort
 - Mother Lode Job Training
- Building Partners
 - Amador County Chamber of Commerce
 - Columbia College
 - Mother Lode Job Training

Funding Sources

- Amador Community College Foundation Fundraisers
 - Annual Gala (cancelled because of Covid-19)
 - Grants
 - Charitable Donations
- Memorandum of Understanding
 - Columbia College
 - First 5 apprenticeship
 - Adult Education Grant (pending with ACOE)

Fall Semester 2019 data

- # of Students Enrolled: average 55 per semester
- Overall Success Rate of (Grade of A, B, C, or Pass): 71% vs. 58% statewide
- Overall Retention Rate (Enrolled for the Duration of the Term and Received a Final Grade): 84% vs. 80%
- 27% achieved a 3.0 GPA or above
- 15% achieved a 4.0 GPA

Fall 2019 Honor Roll

- Earned 3.0 or above with 6 or more units:
 - *Atnip, Ashlyn*
 - *Autote, Jennifer**
 - *Ballesteros, Kealey**
 - *Dewitt, Bailey**
 - *Garfinkel, Kacey**
 - *Head, Raberta*
 - *Pabst, Samantha*
 - *Powers, Alisha**
 - *Powers, Jessica**
 - *Soto, Melanie**
 - *Wylie, Isabella*
- Earned 3.0 or above with 12 units:
 - *Manning, Ashley**
 - *Murphy, Kathleen*
 - *Ormsby, Samantha*
 - *Valadez, Chrissy**
- Indicates 4.0

Honor Roll – Coastline College

Graduation Data

- 8 students have completed AA Degrees
- 13 students have earned career certificates
- Student survey results indicate these responses:
 - Advanced in their job (4)
 - Obtained a job/career and are currently employed (5)
 - Advanced to a university to work towards a Bachelor's Degree (1)
 - completed the Certificate and are currently working on an Associate degree (1)

Student Success



Awards & Recognition

California State Association of Counties (CSAC) award for innovative programs in 2015

Career Pathways in Public Mental Health Program
by Amador County Behavioral Health Services and
Amador College Connect



**California State
Association of Counties**

Community Donor Acknowledgements

Amador Community Foundation
American River Bank Foundation
AAUW – Amador Branch
Bank of America Charitable Foundation
Columbia College
Dickerson Family Trust
Federal Home Loan Banks
First 5 Amador
Jackson Rancheria Band of Miwuk Indians
Pacific Gas & Electric Foundation
Sierra Health Foundation
Teichert Foundation
Volcano Communications Group

Request for BOS Support

- Rationale:
 - a trained work force is attractive to businesses
 - education enhances job skills and prospects
 - knowledge and skills of workers available in the labor supply is a key determinant for both business and economic growth
- Funding goals:
 - expanded hours
 - expanded career/apprenticeship programs
 - greater penetration of available population
 - assure financial viability

Thank You

***ONLINE - ON SITE in Amador County
AA/BA Degrees or Certificates
Free student support services
We do it all!***

Amador College Connect

www.amadorcollegeconnect.org

209-217-8239

info@amadorcollegeconnect.org

Amador Economic Prosperity Center

#1 Prosperity Court

Sutter Creek, CA 95685

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: May 26, 2020

SUBJECT

Discussion and possible action relative to recommendations by the Agricultural Advisory Committee and the Land Use Committee to adopt a Resolution of Intention to amend County Code Title 19 (Zoning) pertaining to brewery tasting rooms, agritourism, and use of secondary dwellings in the "AG," Exclusive Agriculture (Williamson Act) district.

Recommendation:

Adopt a Resolution of Intention directing staff and the Planning Commission to begin proceedings necessary to amend County Code Chapter 19.24.036, AG district use regulations.

4/5 vote required:

No

Distribution Instructions:

Planning

ATTACHMENTS

- [Planning Dept Memo.03-17-20.docx](#)
- [Resolution of Intention.breweries, agritourism, 2nd homes.docx](#)
- [DRAFT Land Use Committee Minutes 01-23-20.doc](#)
- [Draft Ag Committee Minutes.12-18-19.docx](#)
- [Dept of Conservation letter.2015.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 257-5002
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors
FROM: Chuck Beatty, Planning Director
DATE: March 17, 2020
RE: Land Use Committee and Agricultural Advisory Committee recommendations to the Board of Supervisors

The Agricultural Advisory Committee, during their regular meeting of December 18, 2019, recommended that the Board of Supervisors consider amending the “AG,” Exclusive Agriculture (Williamson Act) zoning district to accommodate additional activities related to breweries, agritourism, and the occupancy of secondary dwellings. The Land Use Committee reviewed the Ag Committee’s suggestions on January 17, 2020 and recommended that the Board of Supervisors adopt a Resolution of Intention to amend the County Code relative to these issues and direct staff and the Planning Commission to prepare draft amendments for the Board to consider.

Breweries

The Ag Committee reviewed a request for an interpretation of the zoning ordinance as to whether or not breweries should have the same by-right supplemental uses as wineries. Currently, breweries are considered an agricultural use per the language in County Code §19.24.036.G.15 which includes “processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use.” However, wineries are specifically allowed the following by-right uses without a Use Permit:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

The Ag Committee’s recommendation would add “beer,” “brewery/breweries,” and “hops” to all references of wine, winery/wineries, and grapes in the “AG,” Exclusive Agriculture zoning district.

Agritourism

The Ag Committee's second recommendation concerns the addition of "agritourism" uses to the Exclusive Agriculture zoning district, subject to a Use Permit. The Ag Committee recommended adding the following to the list of conditional uses:

"Agritourism operations including but not limited to the following uses if found to be consistent with "agritourism" as defined in this title, and secondary to an existing agricultural use of the property and found to be a compatible accessory use under the principles of compatibility as determined by the Agriculture Advisory Committee:

1. Hayrides, wagon rides, pony rides;
2. Farm stays/Homestays and guest ranches;
3. Farm or barn tours;
4. Harvest your own and "you-pick" operations;
5. Farmers' markets, produce stands, agricultural product tasting facilities
6. Arena events, roping, horse shows, rodeos, herding competitions;
7. Agricultural education opportunities;
8. Demonstration farms and gardens;
9. Other agritourism uses as determined by the Planning Commission.

In any use permit application submitted for an agritourism operation or use, applicant must submit the following information as well as any other information required by the Planning Department:

1. Duration and frequency of the agritourism activity, or seasonality;
2. Impacts to traffic, commercial encroachments, and roadways (public or private);
3. Parking accommodations;
4. Signage and advertising;
5. Farmland classification as determined by CA Department of Conservation;
6. Maximum number of guests at one time.

Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits."

Use of Secondary Dwellings

The Ag Committee also recommended that the occupancy restriction for secondary dwellings on Williamson Act parcels be modified. Presently, contracted lands are permitted to have one dwelling per 40 acres and "shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees."

The Committee recommends modification to allow secondary homes to be occupied as farm stays/homestays related to agritourism use and secondary to a primary agricultural use. As homes become vacant due to fewer family members and employees opting to live on active farms, owners are looking for options to keep these homes occupied and increase the profitability of their land within the agricultural use limitations of the Williamson Act. Guidance from the Department of Conservation concerning use and rental of homes on contracted is attached.

Suggested Committee Action: Recommend that the Board of Supervisors adopt a Resolution of Intention to consider amending the Exclusive Agriculture zoning district per the Agricultural Advisory Committee's recommendations.

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO AMEND TITLE 19)
(ZONING) OF THE AMADOR COUNTY CODE TO CONSIDER)
ADOPTING REGULATIONS PERTAINING TO BREWERY) RESOLUTION NO.
TASTING ROOMS, AGITOURISM, and USE OF SECONDARY)
DWELLINGS IN THE “AG,” EXCLUSIVE AGRICULTURE)
ZONING DISTRICT.

WHEREAS, the Amador County Board of Supervisors adopted the 2016 General Plan Update on October 4, 2016; and

WHEREAS, said General Plan includes the following policies promoting agricultural and agritourism:

- Policy LU-1.3: Encourage development patterns which... protect agricultural land and natural resources;
- Policy LU-1.5: Encourage the continued viability of agricultural production in the County’s agricultural areas;
- Policy E-7.3: Encourage agri-tourism which provides an additional source of income to farmers and ranchers;
- Policy E-8.2: On lands under Williamson Act contracts, provide for and support value-added agricultural activities designed to provide an additional source of farming income while maintaining the land for viable agricultural production, in accordance with state law;
- Policy E-8.3: Provide for and support value-added agricultural activities designed to provide an additional source of farming income while maintaining the land for viable agricultural production;
- Policy E-8.4: Promote development of support businesses associated with agri-tourism; and

WHEREAS, there are approximately 200,000 acres of agricultural land in Amador County, 85,000 of which are enrolled in California Land Conservation Act (Williamson Act) contracts;

WHEREAS, the Agricultural Advisory Committee, on December 18, 2019, recommended that the Board of Supervisors consider amendments to County Code Title 19 (Zoning) to accommodate brewery tasting rooms, agritourism, and alternate uses of second dwellings on lands included in Williamson Act contracts; and

WHEREAS, County Code Section 19.68.020 requires amendments to Title 19 (Zoning) to be initiated by citizen petition or a Resolution of Intent adopted by the Planning Commission or Board of Supervisors.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of Amador, State of California, does hereby adopt a Resolution of Intention to direct staff and the Planning Commission to begin proceedings necessary to amend County Code Chapter 19.24.036, AG district - Use Regulations, to establish regulations for brewery tasting rooms, agritourism, and alternate uses of secondary dwellings on lands included in Williamson Act contracts.

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 24th day of March, 2020, by the following vote:

AYES:
NOES:
ABSENT:

CHAIR, Board of Supervisors

ATTEST:

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

By _____

(RESOLUTION NO. 20-XXX)

(03/24/20)

ACTION MINUTES

LAND USE & COMMUNITY DEVELOPMENT COMMITTEE

January 23, 2020

MEMBERS PRESENT: Richard Forster, Supervisor District 2
Frank Axe, Supervisor District 4

MEMBERS ABSENT: None

PRESENT: Glenn Spitzer, Deputy County Counsel
Chuck Beatty, Planning Director
Todd Barr, Building Official
Mara Feeney, Foothill Conservancy
Mary Ann Manges, Recording Secretary
Kelli Vicini Hunter
Jason Hunter

Supervisor Axe called the meeting to order at 1:32 p.m.

AGENDA: Approved

CORRESPONDENCE: None

APPROVAL OF MINUTES: November 21, 2019 – Approved as amended

PUBLIC MATTERS NOT ON THE AGENDA: None

ITEM 1: Draft Livestock Ordinance – Environmental Health

Mr. Beatty shared the Staff Report stating that the Board of Supervisors previously approved a Resolution of Intent directing staff to prepare an ordinance to regulating livestock density, subject to review by the Agricultural Advisory Committee. The proposal recommended by the Ag Committee would apply to parcels under 5 acres, and includes the following stocking densities:

1. For large animals (500 lb+) the allowed density would be one acre per animal.
2. For medium size animals (50 - 499 lb) the allowed density is one-quarter acre per animal.
3. For small animals (<50 lb) such as poultry, the allowed density is 0.02 acres per animal.
4. No more than five roosters may be maintained on any parcel less than five acres; these are to be included within the total count of small animals.
5. Total acreage required is the sum of the required acreage for each individual animal.

Supervisor Forster commented that he has a problem with the number of horses allowed on a parcel since many families have more than one horse.

Mr. Beatty shared that parcels exceeding the proposed density will be grandfathered.

Supervisor Axe asked if animals could be kept close to each other or if they have to be spread across the acreage.

Mr. Beatty replied that they could be kept close together as long as the overall density is maintained.

Ms. Feeney, representing the Foothill Conservancy, commented that horses and donkeys do not like to be solo and that the Conservancy has concerns that it is stressful for the animals.

Mr. Beatty shared that the Agricultural Advisory Committee discussed that issue, but ultimately changed the initial draft from ½ acre per large animal to one acre per large animal.

Supervisor Forster stated to move the proposal on to the full Board and that he is not sure what the limit should be for large animals and shared concerned about families who have multiple horses. He also had concern for families participating in FFA and the like.

Mr. Beatty shared that in June, July, and August is when most complaints are received because of the heat and people not using best management practices. He stated that owners can always ask for a use permit if desire more animals on the parcel. He also shared that FFA, 4H projects, and such are exempt.

Supervisor Forster shared to have the full Board look at it, but that he does not like people having to obtain a use permit for more animals.

Supervisor Axe commented that it is pretty straight forward and that he objects to only one acre for large animals and believes they need a companion.

Committee Action: The Committee made a recommendation to send the draft ordinance as is for discussion and possible action to the Board of Supervisors.

Supervisor Forster requested that Ag Committee minutes be included and whether or not the vote was unanimous for when it goes to the Board.

ITEM 2: Update and Adoption of Amador County Code 15.40 Erosion Control Ordinance - Building

Supervisor Axe introduced the item.

Mr. Barr shared that the biggest difference is the change of the enforcement agency from Public Works to the Building Department. Also, deposits for plan review now have been changed to a flat fee.

Supervisor Axe commented that he noticed no dollar signs for the financial section.

Supervisor Forster questioned the number of cubic yards of soil that could be moved before a permit is required.

Mr. Barr shared that there is no exception for erosion control and that the numbers are state law.

Supervisor Forster read a letter received from a well driller who is concerned about paying the erosion control fee.

Mr. Barr stated that well and septic installations that require excavation outside of the well or septic area, such as for a road, is additional excavation but that it does not happen very often.

Supervisor Forster asked that the section be clarified so that they know that unless they move out of their footprint area the fee is the same. He also asked Mr. Spitzer to clarify enforcing of the certification section.

Supervisor Forster questioned some substantial fee increases. Discussion ensued amongst the Committee about details of why the fees were changed. Mr. Barr stated that fees had not been changed for a long time and shared how he calculated the new fees.

Committee Action: The Committee made a recommendation to send the amended draft ordinance to the Board of Supervisors.

ITEM 3: Discussion and possible recommendation to the Board of Supervisors concerning a Resolution of Intention to consider amending the “AG,” Exclusive Agriculture (Williamson Act) zoning district regarding breweries, agritourism, and the use of dwellings - Planning

Supervisor Axe introduced the item.

Breweries:

Mr. Beatty summarized his memo sharing that the Agricultural Advisory Committee reviewed the 3 items at their last meeting. As far as breweries, the Ag Committee reviewed a request for an interpretation of the zoning ordinance as to whether breweries should be treated the same as wineries. Ultimately, the Ag Committee recommended that the “AG,” Exclusive Agriculture (Williamson Act) zoning district be amended so that breweries would have the same by-right privileges as wineries (without a use permit). The Ag Committee did not discuss adding the same privileges for breweries in the “A,” Agricultural or “R1A,” Single-family Residential & Agricultural districts.

Supervisor Forster commented that he agrees with the Ag Committee.

Supervisor Axe shared concern about people drinking more by tasting beer and asked if there can be tasting in the A and AG districts.

Mr. Beatty said wine tasting is permitted by-right in both districts.

Supervisor Axe believes that the intent of the winery ordinance is that the agricultural product used is also grown and asked how beer ingredients are an agricultural product from this region.

Mr. Beatty responded that some wineries do not grow grapes but agreed that the intent of allowing wine production and tasting is to promote agriculture.

Supervisor Axe said that he believes most wineries get their grapes locally.

Supervisor Forster commented that many are obtained out of the county.

Supervisor Axe voiced that he can see brewery tours and tasting, but believes that opening this up to other winery-type uses might be problematic with amplified music until 10PM and events with 125 people. He stated that he does not believe it is the same thing as a winery.

Supervisor Forster commented that he does not see it being any more of a problem and is in favor of the Ag Committee's recommendation. He shared an example about Amador Brewery within the City of Plymouth having events with 125+ people, selling beer and retail items, and having picnic areas. He voiced that this should be moved on to the full Board for discussion.

Ms. Feeny shared that the wine product is made up of 100% grapes and that beer is made up various ingredients with the amount of hops used being very small. She commented that she believes that comparing it to beer is ridiculous and that we should promote agriculture. She suggested that this be done with a conditional use permit.

Supervisor Forster shared that he believes that wineries will like the additional people coming to the County since not every household likes wine.

Supervisor Axe said that it should be limited in some way and that they should at least grow their own hops and that the purpose of this is to encourage local agriculture.

Mr. Beatty stated that it was the Ag Committee's position to encourage more products to be made from crops grown in the County.

Supervisor Axe asked if growing hops could be a condition of having a tasting room.

Mr. Beatty shared that it could, but that distinction is not made with grapes or other crops.

Supervisor Forster shared that he would not make it a condition to grow hops and that he would send it onto the Planning Commission to work out the details.

Mr. Beatty shared that the Ag Committee's recommendation applied only to the "AG," Exclusive Agriculture (Williamson Act) district; they did not discuss whether or not it should be in the non-Williamson Act "A," Agriculture zone. He added that in "AG," the parcels are 40 acres or more and have ongoing agricultural uses to maintain the qualifications to be in the Williamson Act.

Ms. Feeny stated that the definition of agriculture is very vague.

Supervisor Axe voiced concern about the amount of water needed for beer production.

Supervisor Forster recommend that the Board and Planning Commission look at some examples from counties which have breweries popping up.

Supervisor Axe added that he would like the Planning Commission to consider water use when discussing breweries.

The applicants, Jason and Kelli Hunter, shared that the first thing they are doing is planting a hop farm that is just under 5 acres to see what grows in their soil and climate.

Supervisor Forster asked if 5 acres would be enough, and if they are going to have a microbrewery.

Mr. Hunter responded 5 acres would be enough for a microbrewery that produces around 7-10 barrels. They plan to locate the brewery and tasting room near the hops, and provide to educate the public.

Ms. Feeny asked if they are going to have a restaurant.

Mr. Hunter replied they were not, though they might have food trucks.

Committee Action: The Committee made a recommendation to send the discussion regarding breweries onto the Planning Commission.

Agritourism:

Mr. Beatty began that the Ag Committee recommended that the “AG,” Exclusive Agriculture (Williamson Act) district be amended to add a variety of agritourism land uses which would all be subject to a use permit.

Supervisor Forster asked if the Ag Committee was unanimous on this.

Mr. Beatty shared that he believed that they were.

Supervisor Forster asked if all the listed uses would have a use permit.

Mr. Beatty replied that they would.

Supervisor Forster said that would help to have control over it.

Details about use permits were discussed by the Committee where it was shared that use permits run with the land, can have sunset and renewal dates, and can be withdrawn or modified if there are too many complaints or violations of permit conditions.

Use of dwellings:

Mr. Beatty shared that County code allows one dwelling for each 40 acres in a Williamson Act contract as long as the dwellings are occupied by immediate family members or employees of the landowner. He added that this language is not in the state Williamson Act legislation itself. He stated that there are fewer people’s children, family members, and employees wanting to live on family farms, leaving farm owners with few options for unoccupied houses. He commented that for the most part they do not want to turn them into full-time rentals or short-term vacation rentals. He shared that they see more value with an agritourism type component where guests can stay for few days or a weekend and participate in educational opportunities regarding farm operations. He explained that a letter from the Department of Conservation is clear on not using dwellings as short term vacation rentals without an “ag-stay” component, particularly primary residences.

Supervisor Axe commented that he can see bringing people here for bird watching, hiking, and the like. He added that it could be marketed like that because it is clear in the Department of Conservation letter that it could be a problem down the line.

Supervisor Forster asked to clarify what constitutes a principle residence as a vacation rental.

Mr. Beatty explained that the Department of Conservation letter cautions against use of a farm's main dwelling as a short-term or long-term rental when the owner is absent.

Supervisor Forster asked if the Ag Committee's vote was unanimous because he knows there were members that had concerns, and asked if Ag Committee Chair John Allen recused himself because he represents a farm owner wishing to pursue agritourism use of multiple dwellings.

Mr. Beatty shared that Chair Allen recused himself when the Ag Committee discussed his client's proposal last fall, but was present when the Ag Committee discussed the ordinance amendment in general terms.

Supervisor Forster asked if he participated in the conversation.

Mr. Beatty said that he did participate.

Supervisor Forster shared that Ms. Emily Taylor wants to turn some of the homes on her property into short term rentals or weekend vacation rentals. He said that the letter seems to say that this is discouraged if the rentals are going to be long term rentals or done large scale throughout the year.

Mr. Beatty stated that the Department of Conservation wants the primary focus of Williamson Act land to be agricultural use, so houses need to be used in a way that furthers the agricultural use of the property. He added that short term rentals are not inconsistent with the Williamson Act as long as they are not the primary use of the property and the rental is related to agritourism.

Supervisor Axe commented that it seems very clear that if rented all the time that it would be a problem.

Supervisor Forster stated that it sounds like they want to be in the loop of any projects and he agrees with them.

Supervisor Axe shared concern about the state's new legislation for accessory dwelling units and people turning them into rentals on Williamson Act land.

Supervisor Forster commented that he can see this being abused very easily.

Mr. Beatty shared that perhaps a use permit could be required for Williamson Act properties to use the secondary dwellings for non-family or non-employee occupancy.

Supervisor Forster said he would like to see something like that so there is more control over it because he has concern for neighbors that have agricultural operations.

Ms. Feeny said she can see this expanding to airstream units.

Mr. Beatty said it would be a breach of contract for Williamson Act properties to allow camping without a use permit.

Supervisor Forster encouraged the Planning Commission to put a little teeth into this with conditional use permits.

Supervisor Axe added that frequency could be at maybe once a month or during bird season.

Supervisor Forster agreed to send this on to Planning Commission, but with a conditional use permit.

Committee Action: The Committee made a recommendation to send the discussion onto the Planning Commission.

The meeting adjourned at 2:39 p.m.

DRAFT MINUTES
AMADOR COUNTY AGRICULTURAL ADVISORY COMMITTEE
MEETING OF WEDNESDAY, DECEMBER 18, 2019

The meeting of the Amador County Agricultural Advisory Committee was called to order at 5:30 p.m. in Conference Room C at the County Administration Center, 810 Court Street, Jackson, California, by Chair Allen.

The following members were present:

David Bassett, District 1
Dan Port, District 2 (Vice Chair)
John Allen, Jr., District 4 (Chair)
Dan Dentone, District 5
Eric Mayberry, Agricultural Commissioner
Patty Bautista, Assessor's Office
Earl Curtis, Planning Commissioner

Also in attendance:

Mike Israel, Community Development Director
Chuck Beatty, Planning Department
Mary Ann Manges, Recording Secretary
Krista Ruesel, Planner
Ruslan Bratan, Planner
Simon Jones
Gordon Vicini
Jason Hunter
Kelli Vicini Hunter
Steven White
Molly Taylor

- A. CORRESPONDENCE:** None.
- B. PUBLIC MATTERS AND PERSONS WISHING TO ADDRESS THE COMMITTEE REGARDING NON-AGENDA ITEMS:** None.
- C. APPROVAL OF MINUES:** Minutes of the July 17, 2019 meeting were unanimously approved following a motion by Patti Bautista, seconded by Eric Mayberry.

AGENDA ITEMS

- ITEM 1. Discussion and possible recommendation to the Planning Commission regarding a request by Vicini Family Investments for an interpretation of County Code Section 19.24.036, "AG," Exclusive Agricultural district regulations, regarding whether or not the "AG" district would allow beer production and tasting to be permitted in the same manner as wine production and tasting.**

Chair Allen introduced the item and reviewed the current “AG” regulations with the Committee sharing that the tasting of wine is specifically covered in the “AG” code, but not the tasting of other products. He also shared the history of the winery code stating that in the 70’s when the Shenandoah Valley was getting started, there was political preference for wineries but that craft beers and marijuana have come along displacing wine.

Mr. Beatty explained that wineries and tasting rooms have a special provision in the “AG” and “A” zoning districts, and that there are some wineries with tasting rooms in the “A” zone that do not grow grapes. He added that they can import juice, manufacture onsite, and still have a tasting room. In the “AG” zone, agriculture has to be the primary use of the property to qualify for the Williamson Act contract. He informed that wine making has been extended to include distilled spirits as long as grapes are used; if another Ag product is used, a use permit would be required. He shared that the current request is an interpretation as to whether or not breweries should be considered the same as wineries, or if the ordinance should be changed to give breweries the same by-right uses as wineries. He added that the Committee’s recommendation will go onto the Planning Commission and that if it is ultimately decided that breweries can operate under the same parameters as wineries, then it will be allowed in any Williamson Act property, not just in this situation. He continued that there is nothing in the current ordinance that prevents someone from growing hops and making beer in any of the Ag zones.

Chair Allen shared that there are a lot of criteria for wine tasting and that another item on the agenda related to tourism and if it goes through breweries will be more common. He added that the ordinance will need to be amended to do so. He suggested to look at the wine ordinance and include breweries so that they have the same criteria and requirements. He stated that there are two ways to do this; one is to amend the ordinance to include beer and the other is to do it through a use permit. Mr. Curtis stated that it does not seem that the applicant’s question can be answered without changing the ordinance.

The Committee discussed the fairness of giving breweries the same rights as wineries. Mr. Mayberry asked if the intent is to allow wineries and breweries whether either grapes or hops are grown. Ms. Bautista, Mr. Mayberry, Mr. Curtis, and Chair Allen shared that this is an opportunity to require new wineries and breweries to have to grow something if they are bottling and selling it in order to keep the primary use agricultural. Mr. Curtis added or to have a tasting room. Chair Allen said that would make sense and thought agricultural use ought to be tied to production and tasting. Mr. Mayberry commented that with that kind of a change it would get his support and that language should be explicit.

Mr. Beatty stated that in the “AG” zone, production of wine is not allowed without the Ag use because the Ag use is what qualifies for a Williamson Act contract. The “A” zone doesn’t require Ag use in order to process Ag products. Otherwise, the two zones are very similar. He added that a qualifying Ag use doesn’t have to match the commodity produced. Grazing land in the “AG”/Williamson Act zone would also be allowed to produce, sell, and taste wine without a vineyard.

Chair Allen stated that before a motion is made, the Committee needs to decide if breweries can do everything a winery can do or just be limited to tasting. He shared that beer offers some new opportunities and that marijuana is may be next. He elaborated that if it is decided that breweries can have a tasting room and that they could do everything else that wineries can do such as events, food prep, museums, and gift sales with the tasting room clearly being secondary. He added that there is a way to do that now through a use permit.

Vice Chair Port commented that it depends on how broadly we interpret the general allowed uses and that if we want to interpret it broadly then it seems that there could also be the sale of food products made on the premises without amending the ordinance.

Chair Allen commented we could just add breweries and beer into the winery ordinance so that breweries have the same rights as wineries.

Mr. Mayberry stated that he doesn't interpret a brewery and winery as the same thing.

Chair Allen asked that the intent behind this concept be included so that the Board of Supervisors understands that this change in interpretation or change in the ordinance is not because one person wants to do this, but because breweries and craft beer are an up and coming enterprise and that there is a shift in people's preferences.

Upon a motion by Eric Mayberry, seconded by David Bassett, and carried, the Committee interpreted that a brewery is not a winery and cannot have the same by-right uses as a winery.

AYES: Mayberry, Bassett, Allen, Port, Bautista, Dentone, Curtis
NOES: None
RECUSED: None
ABSENT: Gladen

Upon a motion by David Bassett, seconded by Earl Curtis, and carried, the Committee recommended that the Board of Supervisors consider amending County Code Section 19.24.036, "AG," Exclusive Agricultural district, to allow breweries to have the same by-right uses as wineries with the same conditions, and to include beer wherever it mentions wine.

AYES: Bassett, Curtis, Allen, Port, Bautista, Dentone, Mayberry
NOES: None
RECUSED: None
ABSENT: Gladen

Mr. Beatty explained to the applicants that there are two ways to proceed. He stated that they can take the Ag Committee's interpretation to the Planning Commission and see if the Commission agrees or disagrees. Or, they can withdraw the application and allow the Ag Committee's recommendation to amend the ordinance to make its way through the process.

The applicant shared that they want to do all the things that the wineries can and that they want to grow hops to support the brewery.

Mr. Mayberry said that the only difference is the tasting issue.

Mr. Beatty stated that wineries have tasting rooms so customers can sample their products and that same would apply to breweries.

ITEM 2. Discussion and possible recommendation to the Planning Commission regarding a proposed amendment to County Code Chapter 19.24.036 AG District—Use regulations, by adding Section 19.24.036(I)(13), regarding agritourism operations, to Amador County Zoning Code pertaining to all parcels in the “AG,” Exclusive Agriculture District within the unincorporated County. The amendment proposes specific agritourism uses allowed in the “AG” zoning district with a Use Permit, and other potential agritourism uses as approved by the Planning Commission. The Committee will also discuss modification or removal of the County Code requirement that all dwellings in the “AG” zoning district be occupied by immediate family members or employees of the property owner.

Mr. Beatty introduced the item by stating that Bed and Breakfasts are allowed with a use permit in the “AG” zone, but not broader Homestays serving breakfast, lunch, and dinner and farm tours in addition to a bed and breakfast. He mentioned that the State Health and Safety Code was amended in 1999 which relaxed food service rules for Homestays, which could allow up to 15 people to stay overnight on farms and be served meals other than just breakfast. The local code doesn't recognize lodging with food service on Ag land other than bed and breakfasts.

He continued that there is no language in the Williamson Act which specifies who may or may not occupy dwellings on Williamson Act land and that it is Amador County's code language that restricts occupancy to family members and employees. He shared that recently the Planning Commission and the Board of Supervisors determined that RV parks were not an approved use on land zoned “A,” Agricultural.

He added that there are several goals and strategies in the General Plan aimed at increasing agritourism and that individual farm owners are trying to find ways to add to their operations.

Vice Chair Port asked if this is an effort to clarify or if it is for additional uses.

Mr. Beatty said for both. He added that staff's proposal would require a use permit for specific agritourism uses.

Chair Allen commented that almost every use in the ordinance needs to be secondary to the agricultural use and questioned why it matters who is in the house and to think about commercial uses.

Mr. Mayberry referred to a policy letter sent to Santa Barbara from the Department of Conservation that interpreted this question to where it needs to be incidental to agriculture. He stated that the owner should be expected to be onsite when the guests are onsite and added that according to original Williamson Act rules it had to be a family member or caretaker. He

stressed that parcels in the Williamson Act currently get a huge tax break and asked if this is desired. Without restrictions, it is opening up uses.

Mr. Beatty elaborated that there is no tax break on the house itself.

Mr. Mayberry voiced concern about those who come up for a Homestay experience that might want to complain about the noises and smells. He shared his belief that the Ag Committee is not the place to birth this new ordinance and stated that if it is loosened up too far, our program will no longer be consistent with the state program.

Discussion continued with Mr. Curtis asking if the Homestay Bill has anything to do with what is trying to be done now.

Mr. Beatty shared that the Homestay Bill allows farms to serve meals other than just breakfast. He continued that it does not override local zoning laws or local Williamson Act policies.

Mr. Curtis asked if we change this, would it allow people to do all that is in the Homestay Bill.

Mr. Beatty said that it could, but that the language needs to be consistent with the Homestay Bill.

Mr. Curtis asked if the Homestay Bill has a limited time stay.

Mr. Port asked if it is desired to allow for Homestays where people can stay temporarily on a farm, but not to allow someone to have a rental home on their farm.

Mr. Beatty stated that that is the intent, and that there are some farms that have houses with no one staying in them and that sometimes it is difficult to get a family member or employee in there.

Chair Allen voiced that he believes it is important to get people to come up to stay on farms and ranches so they can educate them about agricultural operations. He added that it would provide additional income to help keep the ranch going and is needed. He continued that it is hard to make money with cows now, and that this needs to be done to keep the ranches open and not let the developers get them. He stressed that this an opportunity for ranchers and for those learning about the County. He added that we also have a housing shortage in the state.

Mr. Mayberry commented that houses in the middle of 40 acres on a farm land is not going to take care of that problem.

Mr. Curtis stated concern that someone can build a house with 5 bedrooms and make money on it.

Mr. Bassett commented that they could restrict it to existing structures now, and prohibit new ones in the future. He added that there are vacant houses as well as houses already being rented out to nonfamily members with very few nonrenewals for noncompliance.

Vice Chair Port recommend that the restriction on dwellings be removed, and have the Planning Commission take care of the agritourism uses.

Mr. Curtis added that he believes it is a positive move to take out the restriction and that other changes should go to another body.

Upon a motion by Vice Chair Port, seconded by Earl Curtis, and carried, the Committee recommended that the Board of Supervisors remove the restriction requiring dwellings in the “AG” zone to be occupied by immediate family members or employees of the property owner zone be removed.

AYES: Port, Curtis, Allen, Bautista, Dentone, Bassett
NOES: Mayberry
RECUSED: None
ABSENT: Gladen

The Committee discussed how a use permit has helped Kirkland Ranch to keep the ranch going. Chair Allen reviewed the list of proposed agritourism uses and asked if there is any opposition to it.

It was discussed that it is better than what is had currently. Chair Allen stated he would like to see Ag education, demonstration farming and demonstration gardens added to the list, and added that it would be case by case basis for other uses with a use permit.

Upon a motion by Vice Chair Port, seconded by Eric Mayberry, and carried, the Committee recommend that this item be forwarded to the Planning Commission and that the Board of Supervisors adopt the proposal as submitted.

AYES: Port, Mayberry, Curtis, Allen, Bautista, Dentone, Bassett
NOES: None
RECUSED: None
ABSENT: Gladen

ITEM 3. Continued discussion and possible recommendation to the Board of Supervisors regarding a proposed ordinance amendment to Amador County Code Section 19.48.060 Private Stables. The proposed ordinance amendment proposes livestock management on parcels less than five acres in size.

Chair Allen introduced the item.

Mr. Israel commented that the County responds to nuisance complaints with regards to livestock on smaller parcels usually in subdivisions such as Lake Camanche Village and Silver Lake Pines with complaints such as smells, flies, dust, runoff, and feathers. He continued that complaints typically do not come from the larger parcels and shared details about the current code and potential changes to it along with current setbacks. He added that the Right to Farm ordinance does not regulate livestock density. He commented that he would like the amendment to be the

least restrictive as possible, and that this policy would be to new operations unless and until they quit the operation or it is deemed a nuisance. He asked if it should be livestock or equivalent and stressed that FFA and 4-H projects would be exempt.

Discussion ensued amongst the Committee regarding the density of animals with Vice Chair Port and Chair Allen voicing that they would like to see the policy for large animals more restrictive at one per acre.

Vice Chair Port asked if the Committee wanted to recommend lowering the numbers of roosters.

Mr. Israel commented that a use permit would be needed to breed roosters above the density in the code.

Mr. Mayberry shared that the County has never told anyone to eliminate some animals and they tell people complaining that they have to deal with it. He stated that this will allow animal control to have a bright line and that it is easier for someone to go out and have a specific number to count.

Vice Chair Port added that instead of dealing with dust and mud, the number would make it simpler.

Mr. Curtis commented that it seems like a setback is more important than how many.

Mr. Mayberry stated that he does not have a problem with it as written, but it needs to be understood that this is not the first step to get rid of cows in the County and added that he sees how this could be politically nonpalatable.

Additional comments from the Committee included that this policy is not to address large farms and that it is really well written. Mr. Dentone wanted assurance that it is not going to affect FFA and Mr. Israel confirmed that it is not, and that this will next go to the Land Use Committee.

Upon a motion by Vice Chair Port, seconded by David Bassett, and carried, the Committee recommended support with the change that the density for large animals be one animal per acre.

AYES: Port, Bassett, Curtis, Allen, Bautista, Dentone, Mayberry

NOES: None

RECUSED: None

ABSENT: Gladen

There being no further business, Chair Allen adjourned the meeting at 7:18 p.m.

John Allen, Jr., Chair

Chuck Beatty, Planning Director



State of California • Natural Resources Agency
Department of Conservation
Division of Land Resource Protection
801 K Street • MS 18-01
Sacramento, CA 95814
(916) 324-0850 • FAX (916) 327-3430

Edmund G. Brown Jr., *Governor*
John M. Lowrie, *Assistant Director*

November 18, 2015

VIA EMAIL: GRUSSELL@CO.SANTA-BARBARA.CA.US

Mr. Glenn S. Russell, PhD., RPA
Director, Planning and Development
President California County Planning Directors Association
County of Santa Barbara
123 Anapamu Street
Santa Barbara, CA 93101-2030

Dear Mr. Russell:

**SHORT TERM "VACATION RENTALS" AS COMPATIBLE USE ON WILLIAMSON ACT
CONTRACTED LAND**

Santa Barbara County (County) has asked the Department of Conservation (Department) to comment on the issue of vacation rentals as a "compatible use" on land restricted under Williamson Act contracts. Specifically the request is in regard to renting of the main dwelling on an agricultural property. The Department offers the following discussion on compatible use as it relates to the Williamson Act.

In recent years there have been expanding opportunities for farmers and ranchers to utilize their land for adjunct non-agricultural commercial uses, as a means of broadening their income base. These uses are typically in addition to their agricultural and open-space uses. While some of these opportunities may be compatible with agricultural and open space use of the land, many proposed uses have the potential to displace or impair the property's agricultural productivity or open space character. The County's concern with short term vacation rentals is an example of one of the recent issues regarding compatible uses on Williamson Act contracted lands.

In summary, a use is compatible with a Williamson Act contract only if it does not compromise, displace or impair the agricultural use of the land or otherwise interfere with the land's devotion to agricultural use. However, the Williamson Act affords cities, counties and landowners latitude in determining whether a use is compatible with Williamson Act contracted land. Consequently, determining compatibility is a highly fact-specific analysis that encompasses a variety of factors.

Government Code § 51242 enables local governments to enter into Williamson Act contracts on land that is devoted to agricultural use and located in an area designated as an agricultural preserve. In return, restricted parcels are assessed for property tax purposes at a rate consistent with their actual agricultural and/or open space use, as opposed to potential market value. Because the Williamson Act provides a preferential tax assessment on contracted land in exchange for limiting the land to agricultural uses, any use other than the agricultural or open space use for which the property was placed under contract must be found to be compatible.

Typically, compatible uses are divided between activities that are clearly related to agricultural operations (such as vineyards or animal grazing), and those that require a special use permit (such

as permanent roadside stands or wine tasting venues). The latter examples promote the sale of agricultural products produced on-site (such as wine and cheese), and are commonly termed 'agritourism'. The potential of an educational opportunity for consumers regarding where their food and fiber comes from may exist if agritourism uses are executed with sensitivity.

The Department supports the activities of an agribusiness venture on land under a Williamson Act contract as long as the marketing events support and promote the agriculture commodity being grown on the premises. Once events begin to overtake the main venture, or feature products not produced on the property, they no longer reflect the agricultural intent of the Williamson Act and become incompatible with the statute.

The level of discretion that counties have in regard to agritourism on Williamson Act enrolled land has not been settled and remains open to interpretation. The Department takes a conservative approach, recommending partial nonrenewal for land that would house the infrastructure hosting large events or those where questions regarding the source of the items for sale could occur. This would distinguish that the tax benefits to the landowner for the production of food or fiber, and the conservation of agricultural land, are not extended to uses that could occur in nonagricultural settings.

In regard to the exclusive use of a principle residence as a "vacation rental," the Department's interpretation of compatible use is reflected in Santa Barbara County's Uniform Rules for Agricultural Preserves and Farmland Security Zones, where it states:

Uniform Rule 2: Compatible Uses within Agricultural Preserves

Land enrolled in the Agricultural Preserve Program is to be used principally for commercial agricultural production, with the exception of land enrolled for open space or recreational purposes. However, the Board recognizes that it may be appropriate to allow secondary uses on contracted land that are either incidental to, or supportive of, the agricultural operation on the property. This Rule provides guidance and criteria for evaluating these uses on land under Williamson Act and Farmland Security Zone contracts in terms of their compatibility and consistency with the purpose and intent of the Williamson Act. It is the goal of this County that, through application of the principles of compatibility in the Act, compatible uses allowed on contracted land will be beneficial to and inherently related to the agricultural use of the land.

In 1999 the Legislature spoke to the limitations upon compatible uses. In un-codified language adopted in Chapter 1018 of the statutes of 1999, the Legislature declared: "The latitude provided by the Williamson Act to participating local governments is not, and has never been, so great as to make uses that are not inherently related to, or beneficial to, the agricultural or open-space character of contracted land permissible under the compatible use provisions of the Williamson Act."

Department Recommendations and Conclusions

The Department recommends that any short term vacation rentals of the principle residence be limited in scope, and be allowable only if the landowner is on site to manage the agricultural

operations. Short term rentals, with examples such as Airbnb¹ or VRBO², take on a number of forms, including partial and full house rentals. A limited use arrangement would be analogous to a bed and breakfast, with the renter having a specified footprint within the house. The overall number of days that the rental can occur should be restricted so as to ensure it remains incidental to the agricultural uses on the property.

The Department cautions that if the primary residence is rented for most or all of the year, the connection between its use and the agricultural operation is lessened to the point that a determination of compatibility is highly unlikely. Although the landowner could file for nonrenewal or partial cancellation for the portion of the property where the residence is located, that outcome may open the door for landowners to request additional conditional uses that future diverge from the surrounding agricultural operation. For this reason, the Department recommends that any allowance for vacation rental of the primary residence remain limited in scope and duration.

Thank you for giving us the opportunity to comment on compatible use as it relates to the Williamson Act. Please provide this Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Farl Grundy, Environmental Planner at (916) 324-7347 or via email at Farl.Grundy@conservation.ca.gov.

Sincerely,



Molly A. Penberth, Manager
Division of Land Resource Protection
Conservation Support Unit

¹ www.airbnb.com

² <http://www.vrbo.com/>

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 26, 2020

SUBJECT

Discussion and Possible Action relative to an Appeal from Michael Riddle, owner of the Kit Carson Lodge.

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

File, Appellant, Tax Collector

ATTACHMENTS

- [Letter Appeal from Kit Carson Lodge 4.14.20.pdf](#)
- [Chap 3.16 TOT.pdf](#)

ESTABLISHED 1926
(209) 258-8500



KIT CARSON
CALIFORNIA 95644

April 14, 2020

Michael Ryan
Amador County Tax Collector
810 Court St.
Jackson, CA 95642

Re: Kit Carson Lodge, Registration Certificate #1013

Dear Mr. Ryan,

For the last 10 years, I have owned Kit Carson Lodge. I am a member in good standing in the Community and have paid my taxes on time for the last ten years.

I live in Arizona in the winter months and when I returned to Nevada in March 2020, I was shocked to find the delinquent tax bill for the 3rd quarter of 2019 TOT taxes. The bookkeeping firm that does my taxes somehow overlooked the 3rd Quarter, but filed the 4th Quarter in a timely fashion. That wasn't the worse part. Finding that the unpaid amount was over \$47,000.00 almost had me drop to my knees. I managed to come up with the taxes due Amador County and sent it in as soon as possible. I was then notified there was a penalty of close to \$13,000.00.

I'm not sure you are aware, but Kit Carson Lodge is a summer resort. We are open from June 5th – October 5th. My current issue is paying the current penalty. Normally at this time of year our Lodge would be booked at about 70% for the upcoming summer 2020. Due to the Coronavirus, my bookings for this year are at approximately 20% creating huge reduction in cash flow from deposits currently. This all combined is creating a hardship on my business and making it difficult to provide monies for payroll and startup costs. Additionally the campgrounds adjacent to the lodge are closed for the summer due to re-modeling. This will also have a very large impact on my sales in the store and restaurant. Also, we are not sure if we will even be able to open this summer.

In light of this situation, I would like to request that my penalties be removed or at the very least be lowered. This would allow me to use this money for operating costs.

I appreciate you understanding my situation and thank you in advance for any consideration you may offer.

Sincerely,


Michael Riddle
Owner, Kit Carson Lodge

Chapter 3.16
UNIFORM TRANSIENT OCCUPANCY TAX¹

Sections:

[3.16.010 Short title.](#)

[3.16.020 Definitions.](#)

[3.16.030 Tax imposed--Payment.](#)

[3.16.040 Exemptions.](#)

[3.16.050 Operator's duties.](#)

[3.16.060 Hotel registration--Certificate.](#)

[3.16.070 Reporting and remitting.](#)

[3.16.080 Original delinquency.](#)

[3.16.090 Continued delinquency.](#)

[3.16.100 Fraud.](#)

[3.16.110 Interest.](#)

[3.16.120 Penalties merged with tax.](#)

[3.16.130 Failure to collect and report tax--Determination by tax administrator.](#)

[3.16.140 Appeal.](#)

[3.16.150 Recordkeeping.](#)

[3.16.160 Refunds--Claims.](#)

[3.16.170 Refunds--Person not a transient.](#)

[3.16.180 Refunds--To transient.](#)

[3.16.190 Refunds--Written record.](#)

[3.16.200 Actions to collect.](#)

[3.16.210 Violation--Penalty.](#)

3.16.010 Short title.

This chapter shall be known as the "uniform transient occupancy tax ordinance" of the county. (Ord. 1179 §2(part), 1988).

3.16.020 Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

A. "Hotel" means any structure, or any portion of any structure, which is occupied or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, bed-and-breakfast house, motel, studio, hotel, bachelor hotel, lodginghouse, roominghouse, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof.

B. "Occupancy" means the use or possession or the right to the use or possession of any room or rooms or portion thereof in any hotel for dwelling, lodging or sleeping purposes.

C. "Operator" means the person who is the proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee or any other capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent is also an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

D. "Persons" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

E. "Rent" means the consideration charged, whether or not received, for the occupancy of space in a hotel, valued in money, whether to be received in money, goods, labor or other wise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever.

F. "Tax administrator" means the county treasurer-tax collector.

G. "Transient" means any person who exercises occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a hotel is deemed to be a transient until the period of thirty days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. (Ord. 1179 §2(part), 1988).

3.16.030 Tax imposed--Payment.

For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of ten percent of the rent charged by the operator. Said tax constitutes a debt owed by the transient to the county which is extinguished only by payment to the operator or to the county. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the tax administrator may require that such tax be paid directly to the tax administrator. (Ord. 1723 §2, 2012: Ord. 1181 §2, 1988).

3.16.040 Exemptions.

No tax shall be imposed upon:

- A. Any person as to whom or any occupancy as to which it is beyond the power of the county to impose the tax provided for in this chapter;
- B. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty;
- C. Any federal, state, or county officer or employee when on official business.

No exemption shall be granted except upon a claim therefor, made at the time rent is collected and under penalty of perjury, upon a form prescribed by the tax administrator. (Ord. 1179 §2(part), 1988).

3.16.050 Operator's duties.

Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged and each transient shall receive a receipt for payment from the operator. No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner provided in this chapter. (Ord. 1179 §2(part), 1988).

3.16.060 Hotel registration--Certificate.

- A. Prior to commencing business, each operator renting occupancy to transients shall register with the tax administrator before a building, use or change of occupancy permit will be issued by the county.
- B. Annually thereafter during the month of January of each year, each operator shall obtain from the tax administrator an annual registration certificate, to be at all times posted in a conspicuous place on the premises. Said certificate shall, among other things, state the following:

1. Name and address of the establishment;

2. Name of operator;
3. Name and address of the owners;
4. Registration certificate number and date issued.

C. Failure to register prior to commencement of business, or failure to re-register in the month of January in any year of continued operation, as provided in this section, shall be a misdemeanor.

D. The registration certificate shall not be transferable, and shall be returned to the tax administrator upon sale of property or cessation of business along with the final remittance of transient taxes due.

E. The operator named on the face of the registration certificate shall be responsible to collect from transients the transient occupancy tax and remitting such tax to the tax administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, nor to operate an establishment without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office in this county. The certificate does not constitute a permit. (Ord. 1179 §2(part), 1988).

3.16.070 Reporting and remitting.

Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the tax administrator, make a return to the tax administrator, on forms provided by him, of the total rents charged and received and the amount of tax collected for transient occupancies. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. The tax administrator may establish shorter reporting periods for any certificate holder if he deems it necessary in order to ensure collection of the tax and he may require further information in the return. A report must be filed each quarter even if no taxes have been collected. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the county until payment thereof is made to the tax administrator. (Ord. 1179 §2(part), 1988).

3.16.080 Original delinquency.

Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax. (Ord. 1179 §2(part), 1988).

3.16.090 Continued delinquency.

Any operator who fails to remit any delinquency remittance on or before a period of thirty days following the date on which the remittance first became delinquent shall pay a second delinquency

penalty of ten percent of the amount of the tax in addition to the amount of the tax and the ten percent penalty first imposed. (Ord. 1179 §2(part), 1988).

3.16.100 Fraud.

If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in Sections [3.16.080](#) and [3.16.090](#) of this chapter. (Ord. 1179 §2(part), 1988).

3.16.110 Interest.

In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one and one-half percent per month or fraction thereof until paid. (Ord. 1179 §2(part), 1988).

3.16.120 Penalties merged with tax.

Every penalty imposed and such interest as accrues under the provisions of Sections [3.16.080](#) through [3.16.110](#) shall become a part of the tax required by this chapter to be paid. (Ord. 1179 §2(part), 1988).

3.16.130 Failure to collect and report tax--Determination by tax administrator.

If any operator shall fail or refuse to collect said tax and to make, within the time provided in this chapter, any report and remittance of said tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the tax administrator procures such facts and information as he is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. Such operator may, within ten days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator, shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days' written notice in the manner prescribed in this section to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this section of

such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after fifteen days unless an appeal is taken as provided in Section [3.16.140](#). (Ord. 1179 §2(part), 1988).

3.16.140 Appeal.

Any operator aggrieved by any decision of the tax administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the board clerk within fifteen days of the serving or mailing of the determination of tax due. The board shall fix a time and place for hearing such appeal, and the board clerk shall give notice in writing to such operator at his last known place of address. The findings of the board shall be final and conclusive and shall be served upon the appellant in the manner prescribed in section [3.16.130](#) for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. (Ord. 1179 §2(part), 1988).

3.16.150 Recordkeeping.

It shall be the duty of every operator liable for the collection and payment to the county of any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of and payment to the county, which records the tax administrator shall have the right to inspect at all reasonable times. (Ord. 1179 §2(part), 1988).

3.16.160 Refunds--Claims.

Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the county under this chapter, it may be refunded as provided in Sections [3.16.170](#) and [3.16.180](#); provided, a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator within three years of the date of payment. The claim shall be on forms furnished by the tax administrator. (Ord. 1179 §2(part), 1988).

3.16.170 Refunds--Person not a transient.

An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator. (Ord. 1179 §2(part), 1988).

3.16.180 Refunds--To transient.

A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the county by filing a claim in the manner provided in Section [3.16.160](#), but only when the tax was paid by the transient directly to the tax administrator, or when the transient having paid the tax to the operator establishes to the satisfaction of the tax administrator that the

transient has been unable to obtain a refund from the operator who collected the tax. (Ord. 1179 §2(part), 1988).

3.16.190 Refunds--Written record.

No refund shall be paid under the provisions of this section and Sections [3.16.160](#) through [3.16.180](#) unless the claimant establishes his right thereto by written records showing entitlement thereto. (Ord. 1179 §2(part), 1988).

3.16.200 Actions to collect.

Any tax required to be paid by any transient under the provisions of this chapter is deemed a debt owed by the transient to the county. Any such tax collected by an operator which has not been paid to the county is deemed a debt owed by the operator to the county. Any person owing money to the county under the provisions of this chapter is liable to an action brought in the name of the county for the recovery of such amount. (Ord. 1179 §2(part), 1988).

3.16.210 Violation--Penalty.

A. Any person violating any of the provisions of this chapter is guilty of a misdemeanor and is punishable therefor by a fine of not more than five hundred dollars, or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

B. Any operator or other person who fails or refuses to furnish a supplemental return or other data required by the tax administrator, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as set out in subsection A of this section. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this chapter to be made, is guilty of a misdemeanor and is punishable as set out in subsection A of this section. (Ord. 1179 §2(part), 1988).

¹ For statutory provisions authorizing counties to impose a tax on transients who occupy room space in unincorporated areas of the county, see Rev. & Tax. Code §7280 et seq.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 26, 2020

SUBJECT

General Services Administration: Public Safety Power Shutoff (PSPS) Allocation for Emergency Funds

Recommendation:

Pending review and discussions, 1) Deem the District Attorney's Office and Pioneer Veterans Hall as essential facilities during PSPS events and; 2) Authorize the General Services Director to proceed with bids for stand-by generation projects for the DA's Office and Pioneer Veterans Hall and; 3) Authorize GSA Director to award bids and pending they do not exceed the estimated costs provided and; 4) issue contracts for the work and; 5) Accept final completion of the work and submit Notice's of Completion upon the Director's review and approval and; 6) Authorize GSA and the Sheriff's Office to submit required reports and all documents required by CalOES.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins

ATTACHMENTS

- [OES PSPS Generators Memo 5.13.20.pdf](#)
- [County - Progress and Expenditure of Funds Report 5.13.20.pdf](#)
- [Cal OES Progress & Expenditure of Funds Report Letter 5.4.20.pdf](#)
- [Cal OES Notification of Subrecipient Allocation 10.25.19.pdf](#)
- [DA Generator Estimate 5.12.20.xlsx](#)
- [Vets Hall Generator Estimate 5.12.20.xlsx](#)

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 *JHP*

DATE: May 13, 2020

SUBJECT: Public Safety Power Shutoff (PSPS) Allocation for Emergency Funds

Background: GSA has been informed the County has received an allocation of \$159,000.00 from Cal OES for PSPS events. These funds may be used for the purposes described in the Cal OES letter to Undersheriff Redman dated October 25, 2019 (see attached).

Subject or Key Issue: Discussion regarding the use of Cal OES funds for stand-by generators during PSPS events and deem two (2) County owned facilities as essential facilities.

Analysis: Within the Cal OES RFP information, fixed, long term emergency electrical generation equipment is an eligible use of these funds. Two facilities, the District Attorney's (DA) Office and Pioneer Veterans Hall have been affected by past PSPS events and determined to have functions that are essential. The DA's office requires stand-by generation in order to provide on-going investigations and prosecutorial services. The Veterans Hall has been used during extreme weather events as a cooling center and information center during disasters such as wildfires. The Veterans Hall also is used from time to time to serve and provide food to the community. Both facilities are essential in these functions and therefore should be identified by the Board as essential for those functions.

Estimates for both projects are included. The Pioneer Veterans Hall also requires an enclosure to be built to protect the stand-by generator from damage, theft and vandalism.

Alternatives: Do not move forward with these projects.

Fiscal or Staffing Impacts: Unknown

4/5ths vote: No

Recommendation(s): Pending review and discussions, 1) Deem the District Attorney's Office and Pioneer Veterans Hall as essential facilities during PSPS events and; 2) Authorize the General Services Director to proceed with bids for stand-by generation projects for the DA's Office and Pioneer Veterans Hall and; 3) Authorize GSA Director to award bids and pending they do not exceed the estimated costs provided and; 4) issue contracts for the work and; 5) Accept final completion of the work and submit Notice's of Completion upon the Director's review and approval and; 6) Authorize GSA and the Sheriff's Office to submit required reports and all documents required by CalOES.

Attachments: Cal OES Letter dated October 25, 2019 Notification of Subrecipient Allocation
Cal OES Letter dated May 4, 2020 Progress and Expenditure of Funds Report
Cal OES PSPS Allocation to Counties Progress and Expenditure of Funds Report
Cost Estimates

cc: Chuck Iley, CAO
file



Public Safety Power Shutoff Resiliency Allocation to Counties
Progress and Expenditure of Funds Report

Instructions: Please complete all fields of the Progress and Expenditure of Funds Report. Failure to complete all fields may result in additional follow up from Cal OES.

Subrecipient:		
Contact Information: (Name, Phone Number, Email address)		
Cal OES Identification Number:		
Total Award Amount:	\$	
Period of Performance	Start Date:	End Date:
	7/1/2019	10/31/2022
Reporting Period:	July 1, 2019 – October 31, 2020	

Your signature is required on this Progress and Expenditure of Funds Report. Please sign and return to PSPS@CalOES.ca.gov by November 30, 2020, and keep a copy for your records. For further assistance, please email PSPS@CalOES.ca.gov.

The undersigned is a duly appointed Authorized Agent and certifies that the submitted activity/project statuses are true and correct.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Activity/Project Number 1

Title:	
Description:	
Activity/Project Used During a PSPS Event:	CHOOSE AN ITEM
State/Local Entity Undertaking Project:	
Activity/Project Type:	CHOOSE AN ITEM
Activity/Project Status:	CHOOSE AN ITEM
Amount of State Funding Provided to Activity/Project:	\$
Total Budgeted Cost for Activity/Project:	\$
Amount Expended to Date:	\$

Activity/Project Summary: (Describe the specific outcomes achieved by the activity or project, what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date)

Comments/Explanation for Not Started, Delayed, or Cancelled Status

Activity/Project Number 2

Title:	
Description:	
Activity/Project Used During a PSPS Event:	CHOOSE AN ITEM
State/Local Entity Undertaking Project:	
Activity/Project Type:	CHOOSE AN ITEM
Activity/Project Status:	CHOOSE AN ITEM
Amount of State Funding Provided to Activity/Project:	\$
Total Budgeted Cost for Activity/Project:	\$
Amount Expended to Date:	\$

Activity/Project Summary: (Describe the specific outcomes achieved by the activity or project, what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date)

Comments/Explanation for Not Started, Delayed, or Cancelled Status

Activity/Project Number 3

Title:	
Description:	
Activity/Project Used During a PSPS Event:	CHOOSE AN ITEM
State/Local Entity Undertaking Project:	
Activity/Project Type:	CHOOSE AN ITEM
Activity/Project Status:	CHOOSE AN ITEM
Amount of State Funding Provided to Activity/Project:	\$
Total Budgeted Cost for Activity/Project:	\$
Amount Expended to Date:	\$

Activity/Project Summary: (Describe the specific outcomes achieved by the activity or project, what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date)

Comments/Explanation for Not Started, Delayed, or Cancelled Status

Activity/Project Number 4

Title:	
Description:	
Activity/Project Used During a PSPS Event:	CHOOSE AN ITEM
State/Local Entity Undertaking Project:	
Activity/Project Type:	CHOOSE AN ITEM
Activity/Project Status:	CHOOSE AN ITEM
Amount of State Funding Provided to Activity/Project:	\$
Total Budgeted Cost for Activity/Project:	\$
Amount Expended to Date:	\$

Activity/Project Summary: (Describe the specific outcomes achieved by the activity or project, what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date)

Comments/Explanation for Not Started, Delayed, or Cancelled Status

Activity/Project Number 5

Title:	
Description:	
Activity/Project Used During a PSPS Event:	CHOOSE AN ITEM
State/Local Entity Undertaking Project:	
Activity/Project Type:	CHOOSE AN ITEM
Activity/Project Status:	CHOOSE AN ITEM
Amount of State Funding Provided to Activity/Project:	\$
Total Budgeted Cost for Activity/Project:	\$
Amount Expended to Date:	\$

Activity/Project Summary: (Describe the specific outcomes achieved by the activity or project, what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date)

Comments/Explanation for Not Started, Delayed, or Cancelled Status

Activity/Project Number 6

Title:	
Description:	
Activity/Project Used During a PSPS Event:	CHOOSE AN ITEM
State/Local Entity Undertaking Project:	
Activity/Project Type:	CHOOSE AN ITEM
Activity/Project Status:	CHOOSE AN ITEM
Amount of State Funding Provided to Activity/Project:	\$
Total Budgeted Cost for Activity/Project:	\$
Amount Expended to Date:	\$

Activity/Project Summary: (Describe the specific outcomes achieved by the activity or project, what has been completed as outlined in the scope of the original project, and what still needs to be completed before the period of performance end date)

Comments/Explanation for Not Started, Delayed, or Cancelled Status



May 4, 2020

Gary Redman
Undersheriff
Amandor County
700 Court Street
Jackson, CA 95642

SUBJECT: PROGRESS AND EXPENDITURE OF FUNDS REPORT
Fiscal Year (FY) 2019 Public Safety Power Shutoff (PSPS) Resiliency
Allocation
Cal OES ID#005-00000
Period of Performance: July 1, 2019, to October 31, 2022

Dear Undersheriff Redman:

You were selected to receive funding through the California Governor's Office of Emergency Services (Cal OES), PSPS Program.

As a condition of funding, Subrecipients are required to provide two reports on the expenditures of the funds. The first report is due no later than November 30, 2020, and the second no later than November 30, 2022. These reports shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during PSPS events.

The Progress and Expenditure of Funds Report has been sent to you electronically. Please sign and return it to PSPS@CalOES.ca.gov by the due date listed above and keep a copy for your records.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8513 TELEPHONE
www.CalOES.ca.gov

Additionally, the subrecipient is subject to the following requirements:

- Counties will be required to collaborate with cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must coordinate with their city or county planning agency to ensure the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 *et seq.*
- Comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

For further assistance and questions, please email PSPS@CalOES.ca.gov.

Sincerely,



GINA BUCCIERI-HARRINGTON
Assistant Director



October 25, 2019

Gary Redman
Undersheriff
Amador County
700 Court Street
Jackson, CA 95642

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

Fiscal Year (FY) 2019 Public Safety Power Shutoff (PSPS)
Resiliency Allocation
Cal OES ID#005-00000
Period of Performance: July 1, 2019 to October 31, 2022

Dear Undersheriff Redman:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 PSPS allocation in the amount of \$159,879. Eligible activities under this allocation are limited to:

- Equipment
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage; and
 - Redundant emergency communications (e.g., battery-powered radios).

- Plans
 - Continuity plans;
 - Development/update of contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;



- Risk assessments for critical infrastructure and lifelines; and
- Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual and family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, counties will be required to collaborate with cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities and individuals with access and functional needs.
- Must ensure that they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide two reports on the expenditures of the funds. The first report is due no later than **November 30, 2020**, and the second no later than **November 30, 2022**. These reports shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during PSPS events.
- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.).

Gary Redman
October 25, 2019
Page 3 of 3

- Comply with the California Public Records Act, Government Code section 6250 et seq.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: COUNTY OF AMADOR

Signature of Authorized Agent: 

Printed Name of Authorized Agent: GARY REDMAN

Title: UNDERSHERIFF Date: 11-07-19

Your dated signature is required on this Notification of Subrecipient Allocation. Please sign and return to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director

Construction Estimate
District Attorney 800amp, 208v, 3phase
708 Court Street
Jackson CA
125 KW

Generator	\$	71,000	
ATS	\$	21,000	
Conduit/Wire	\$	8,000	
Generator Support	\$	2,500	
Concrete	\$	3,500	12'X6' pad by County staff
Contingency (10%)	\$	11,140	
Electrical Eng	\$	2,500	Smith
Structural Eng	\$	2,400	Weatherby
Permits	\$	500	
Total	\$	122,540	

Construction Estimate
Pioneer Veterans Hall 200a, 120/240v, 1 phase, 3w
25100 Buckhorn Ridge Road
Pioneer CA
20 KW

Generator	\$	6,000	
Install	\$	6,000	
Conduit/Wire	\$	2,500	
Concrete/Enclosure	\$	6,000	Roof by County Staff
Contingency (10%)	\$	2,580	
Electrical Eng	\$	2,500	Smith
Structural Eng	\$	2,400	Weatherby
Permits	\$	400	
Total	\$	28,380	

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 26, 2020

SUBJECT

Discussion and possible action relative to the Chairman's signature on a letter in opposition to the proposed closure of the Pine Grove Youth Conservation Camp

Recommendation:

Authorization for the Chairman's signature on a letter as directed by the Board.

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 26, 2020

SUBJECT

Minutes: Review and possible approval of the May 12, 2020 Board of Supervisors Meeting Minutes.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 26, 2020

SUBJECT

Resolution in Support of mental health services for the students of Amador County.

Recommendation:

Adopt the Resolution

4/5 vote required:

No

Distribution Instructions:

File, Frank Axe, Sean Snider

ATTACHMENTS

- [Mental Health Resolution.doc](#)

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

RESOLUTION IN SUPPORT OF MENTAL)
HEALTH EARLY INTERVENTION SERVICES) RESOLUTION NO. 20-XXX
IN SCHOOLS)

WHEREAS, Amador County has the thirteenth highest suicide rate in the state of California; and

WHEREAS, 46% of Amador County 9th grade students and 38% of 11th grade students reported they experience chronic sadness / hopelessness on the California Healthy Kids Survey in 2019; and

WHEREAS, 22% of Amador County 9th grade and 38% of 11th grade students reported they had considered suicide on the California Healthy Kids Survey in 2019; and

WHEREAS, 97% of Amador County schools employees did not feel the current level of counseling services are adequate to meet student needs and 96% of employees believe that Amador County students have needs beyond what school counselors can address that are going unmet; and

WHEREAS, Amador schools' employees report anxiety, depression, family stress, low self-esteem, and early childhood trauma as the most common needs in students when it comes to mental health; and

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, behavioral health disorders, including major depression, schizophrenia, panic disorders, and obsessive-compulsive disorders affect many children and youth every year, indiscriminate of age, gender, race, ethnicity, religion or economic status; and

WHEREAS, approximately 50 percent of students with a mental health condition 14 years or older drop-out of school, the highest dropout rate for any disability group; and

WHEREAS, a focus on prevention and early intervention efforts could greatly reduce the number of children experiencing serious mental health conditions; and

WHEREAS, federal statistics show that one in 10 children has a serious mental health condition, but only a third will receive any care at all — with even fewer receiving appropriate care; and

WHEREAS, children, youth and adults can recover from mental illness and lead full, productive lives in the community; and

WHEREAS, each school employee, elected official, business, government agency, health-care provider, organization and citizen shares the burden of mental health issues and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT RESOLVED, that the Amador County Board of

Supervisors, hereby declares their full support for pursuit of additional programs, services, and sources of funding that support prevention and early intervention for the mental health needs of the students 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 26th day of May, 2020 by the following vote:

AYES: Pat Crew, Frank Axe, Richard Forster, Jeff Brown, Brian Oneto

NOES: None

ABSENT: None

Patrick Crew, Chairman, Board of Supervisors

ATTEST:

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: May 26, 2020

SUBJECT

District Attorney: Resolution for Workers Comp Grant Application FY 20-21

Recommendation:

Resolution Approving The Workers' Compensation Insurance Fraud Program Application 20-21

4/5 vote required:

Yes

Distribution Instructions:

2 Originals returned to District Attorneys Office Attn: Amber Weart

ATTACHMENTS

- [WC BOS 20_21 Resolution.doc](#)

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

IN THE MATTER OF:

RESOLUTION APPROVING APPLICATION) RESOLUTION NO. 20-
RELATIVE TO THE WORKERS' COMPENSATION)
INSURANCE FRAUD PROGRAM FOR THE 2020-2021)
FISCAL YEAR)

WHEREAS the Amador County Board of Supervisors desires to undertake a certain project designated as the Workers' Compensation Insurance Fraud Program to be funded by funds made available through the Workers' Compensation-California Insurance Code Section 1872.83, California Code of Regulations, Title 10, Section 2698.55 and administered by the California Department of Insurance, State of California.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, is authorized to submit the attached grant application to the California Department of Insurance, State of California; and

BE IT FURTHER RESOLVED that the Chairman of said Board and the District Attorney are hereby authorized to sign and execute said application on behalf of the County of Amador; and

BE IT FURTHER RESOLVED the Chairman of said Board and the District Attorney be and hereby are authorized to sign and execute any and all amendment and extensions to said application; and

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that it is agreed that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

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 May 26, 2020, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: May 26, 2020

SUBJECT

Planning Department - Resolution approving Amended California Land Conservation Act contract No. 27 for the Robert E. Hutchison and Kathleen E. Hutchison Family Trust - 2008. The legal description of land included in the contract is being amended to describe six compliance parcels discovered during a recent boundary line adjustment survey. There is no change to the acreage included in the contract.

Recommendation:

- 1) Adopt a Resolution authorizing the recording of Amended California Land Conservation Act contract No. 27 for the Robert E. Hutchison and Kathleen E. Hutchison Family Trust - 2008, and
- 2) Authorize the Board chair to sign the Resolution and contract.

4/5 vote required:

Yes

Distribution Instructions:

Planning, Assessor

ATTACHMENTS

- [Memo to BOS.Hutchison.pdf](#)
- [Resolution.Hutchison Contract .pdf](#)
- [Amended Contract 27.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 257-5002
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

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

MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: CHUCK BEATTY, PLANNING DIRECTOR

DATE: May 15, 2020

RE: AMENDED WILLIAMSON ACT CONTRACT TO UPDATE LEGAL LAND DESCRIPTIONS FOR CONTRACT NO. 27

BACKGROUND: The subject Williamson Act contract was recorded in 1971. A recent boundary line adjustment survey revealed that the contracted land included six (6) compliance parcels. Certificates of Compliance for these parcels were approved by the Board on January 22, 2019 by Resolution 19-005, and the Record of Survey for the Boundary Line Adjustment was recorded on April 20, 2020. The Williamson Act contract needs to be amended to reflect the updated legal descriptions.

REQUESTED BOARD ACTIONS:

- 1) Adopt a Resolution authorizing the recording of Amended California Land Conservation Act contract No. 27 for Robert E. Hutchison and Kathleen E. Hutchison, trustees of the Robert E. Hutchison and Kathleen E. Hutchison Family Trust - 2008, and
- 2) Authorize the Board chair to sign the Resolution and contract.

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
PLANNING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION REQUIRING AN AMENDED CALIFORNIA)
LAND CONSERVATION ACT CONTRACT PURSUANT)
TO A BOUNDARY LINE ADJUSTMENT AND APPROVED)
CERTIFICATES OF COMPLIANCE. CONTRACT NO. 27, ROBERT E.) RESOLUTION NO.
KATHLEEN E. HUTCHISON FAMILY TRUST – 2008.)

WHEREAS, a California Land Conservation Act contract between the County of Amador and Billy E. and Marjory Hutchinson (Contract No. 27) was approved on April 27, 1971; and

WHEREAS, the land within Contract No. 27 included six (6) compliance parcels which were issued Certificates of Compliance on January 22, 2019;

WHEREAS, a Record of Survey for a Boundary Line Adjustment for the land within Contract No. 27 was recorded on the April 2, 2020; and

WHEREAS, said compliance parcels were not specifically described or enumerated in the original legal description for Contract No. 27; and

WHEREAS, the Amador County Board of Supervisors, to eliminate confusion within the filing system, require an Amended California Land Conservation Contract to reflect the inclusion of said Compliance Parcels as described in attached Exhibit A.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby adopt this Resolution requiring an Amended California Land Conservation Contract No. 27, with revised legal descriptions as described in attached Exhibit A.

BE IT FURTHER RESOLVED the Chairman of said Board is hereby authorized to sign and execute said contract 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 26th day of May, 2020 by the following vote:

AYES:
NOES:
ABSENT:

Patrick Crew, Chairman
Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the Board
Amador County, California

BY: _____

Recording Requested by and Return to:
Planning Department
Amador County
810 Court Street
Jackson, California 95642

Space Above This Line For Recorder's Use

AMENDED CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 27

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this 26th day of May 2020, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

**Robert E. Hutchison and Kathleen E. Hutchison trustees of the
Robert E. Hutchison and Kathleen E. Hutchison Family Trust - 2008**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 17-24; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Page 10, in the office of the County Recorder of Amador County; and amending California Land Conservation Act contract No. 27 recorded August 15, 1972 in Book 230, Page 372 of Amador County Records; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and

received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of

determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment

of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division. to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

"COUNTY"

"OWNERS"

COUNTY OF AMADOR, a political
Subdivision of the State of California

Robert E. Hutchison and Kathleen E. Hutchison
Family Trust - 2008

By: _____
Pat Crew
Chairman, Board of Supervisors

By: _____
Robert E. Hutchison , trustee

Attest:

By: _____
Jennifer Burns
Clerk of the Board of Supervisors

By: _____
Kathleen E. Hutchison , trustee

EXHIBIT "A"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

Hutchison Family Trust
Adjusted Compliance Parcel 1, 46.19 Acres

A parcel of land situated in the County of Amador, State of California, and being more particularly described as "ADJUSTED COMPLIANCE PARCEL 1 46.19 Acres", as shown and so designated upon that certain official map entitled "RECORD of SURVEY BOUNDARY LINE ADJUSTMENT for ROBERT E. HUTCHISON, Trustee of the Robert E. Hutchison and Kathleen E. Hutchison Family Trust -2008", and filed for record in the office of the Recorder of Amador County in Book 66 of Maps and Plats at Page 36.

LEGAL DESCRIPTION

Hutchison Family Trust
Adjusted Compliance Parcel 2, 107.23 Acres

A parcel of land situated in the County of Amador, State of California, and being more particularly described as "ADJUSTED UNSURVEYED COMPLIANCE PARCEL 2 107.23 Acres", as shown and so designated upon that certain official map entitled "RECORD of SURVEY BOUNDARY LINE ADJUSTMENT for ROBERT E. HUTCHISON, Trustee of the Robert E. Hutchison and Kathleen E. Hutchison Family Trust -2008", and filed for record in the office of the Recorder of Amador County in Book 66 of Maps and Plats at Page 36.

LEGAL DESCRIPTION

Hutchison Family Trust
Adjusted Compliance Parcel 3, 54.28 Acres

A parcel of land situated in the County of Amador, State of California, and being more particularly described as "ADJUSTED UNSURVEYED COMPLIANCE PARCEL 3 54.28 Acres", as shown and so designated upon that certain official map entitled "RECORD of SURVEY BOUNDARY LINE ADJUSTMENT for ROBERT E. HUTCHISON, Trustee of the Robert E. Hutchison and Kathleen E. Hutchison Family Trust -2008", and filed for record in the office of the Recorder of Amador County in Book 66 of Maps and Plats at Page 36.

COMPLIANCE No. 4

**LEGAL DESCRIPTION
Hutchison Family Trust
Compliance Parcel A-Patents-389**

A parcel of land situated in the County of Amador, State of California, and being the Northwest $\frac{1}{4}$ (NW $\frac{1}{4}$) of Section 32, Township 8 North, Range 12. East, Mount Diablo Meridian as described in Book A of Patents at Page 389, Amador County Records.

COMPLIANCE PARCEL No. 5

**LEGAL DESCRIPTION
Hutchison Family Trust
Compliance Parcel B-Homestead Patents-171**

A parcel of land situated in the County of Amador, State of California, and being a portion of Sections 29, 30 and 31, Township 8 North, Range 12. East, Mount Diablo Meridian more particularly described as the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 29; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 30; and the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 31, as described in Book B of Homestead Patents at Page 171, Amador County Records.

COMPLIANCE PARCEL No. 6

**LEGAL DESCRIPTION
Hutchison Family Trust
Compliance Parcel C-Homestead Patents-209**

A parcel of land situated in the County of Amador, State of California, and being a portion of Sections 30 and 31, Township 8 North, Range 12. East, Mount Diablo Meridian and being more particularly described as the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (SE $\frac{1}{4}$ of SW $\frac{1}{4}$), and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 30; Lot No. 1, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 31, as described in Book C of Homestead Patents at Page 209, Amador County Records.

“EXHIBIT B”

LAND USE RESTRICTIONS

19.24.036 AG district--Use regulations.

A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.

B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.

C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.

D. No property shall be rezoned to AG district unless the following requirements are met:

1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor's parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.

b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.

2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.

3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.

4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.

5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership

which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:

- i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.
 - ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.
 - iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
 - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
 - v. "Landowner" means the owner of the original parcel.
 - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
 - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
- c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
- d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
- e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
- f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
- g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.

h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.

i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.

j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.

k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:

i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.

ii. Written notice of nonrenewal of the contract has been served upon the county.

iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.

F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:

1. County assessor;

2. County farm advisory;

3. County agricultural commissioner;

4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and

5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.

G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;

2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;

3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;
19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;

20. Sale of food products produced on the premises;
21. Feed lots and feedyards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which a-re owned and operated by the owner or occupant of the premises:
 - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
 - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
 - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;
32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

- 1. Wine tasting may be conducted under a duplicate O2 license only if the winery with the master O2 license is located in Amador County and the following standards are met:
 - 2. a. A bona fide agricultural operation must be the primary use on the property;
 - b. The parcel shall be a minimum of forty acres in size;
 - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - e. The tasting room building shall be located a minimum of fifty feet from all property lines;

- f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
- i. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified music until ten p.m.
- g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
- h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
- i. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
1. Turkey farms, provided there is a cover crop or other dust control;
 2. Any garbage, sewage, refuse, or offal feeding;
 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;
 4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 5. Rendering plants and fertilizer plants;

6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;
10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;
11. Farm-labor camps and farm-labor quarters as defined in this title;
12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 26, 2020

SUBJECT

19-25 - Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84)

Resolution of Acceptance

Final Agreement and Release of Claims

George Reed, Inc.

Recommendation:

1. Adopt resolution accepting the Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [2020-05-26_19-25_Memo_Jackson Valley Road Hot Mix Asphalt Overlay Project _Contract Closeout.pdf](#)
- [2020-05-26_19-25 Resolution of Acceptance.pdf](#)
- [2020-05-26_19-25 Proposed Final Estimate.pdf](#)
- [2020-05-26_19-25_Agreement and Release of Claims.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *MSH* 

DATE: May 26, 2020
ps

SUBJECT: 19-25 – Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84)
Resolution of Acceptance
Final Agreement and Release of Claims
George Reed, Inc.

CONTACT: Mark Hopkins, (223-6248)

Overview

On November 22, 2019, George Reed, Inc. (Contractor) was granted substantial completion for the work, commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

Requested Actions

1. Adopt resolution accepting the Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84) as complete;
2. Proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 1;
3. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$626,507.00. The final Contract Amount is \$672,697.60. The Engineers Estimate by the Department of Transportation and Public Works was \$846,912.00. In the 2018/2019 Structural budget, the Department of Transportation and Public Works has funding to cover this overage. A final payment of \$33,634.88 will be made to Contractor upon approval, which represents release of retention.

Attachments: Resolution of Acceptance
Proposed Final Estimate
Agreement and Release of Claims

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE JACKSON)	RESOLUTION NO. 20-XXX
VALLEY ROAD HOT MIX ASPHALT)	
OVERLAY PROJECT (PM 1.10 TO 4.84))	
AS COMPLETE)	

WHEREAS, the contractor has completed construction of road paving, striping, and reflective marker in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by George Reed, Inc. for the Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84) as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 26th day of May 2020, by the following vote:

AYES: Jeff Brown, Richard M. Forster, Frank Axe, Patrick Crew, and Brian Oneto

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

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

May 12, 2020

George Reed, Inc.
140 Empire Avenue
Modesto, CA 95354

Attention: Stephen Kubat, Estimator / Project Manager

**Subject: Proposed Final Estimate
Construction Contract 19-25 Jackson Valley Road Hot Mix Asphalt Overlay Project
(PM 1.10 to 4.84)**

Dear Mr. Kubat:

In accordance with the provisions of Section 9-1.17D(1), "General" of the Standard Specifications, attached (in triplicate) is a proposed final estimate for Construction Contract 19-15 Camanche Road Hot Mix Asphalt Overlay Project (PM 2.95 to 4.29).

Please review the proposed final estimate and, if satisfactory, indicate your approval in the space provided on the attached Acceptance Statement. Return three copies of the Acceptance Statement to this office. One copy is for your files.

Please note the following portion of Section 9-1.17D(1), "General" of the Standard Specifications, which states:

"If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in Sections 5-1.27, "Records"; 5-1.47, "Guarantee"; and 9-1.21, "Clerical Errors." If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.27, "Records"; 6-3.06, "Guarantee"; and 9-1.21, "Clerical Errors."

Your promptness in returning the signed copies, indicating your approval, will expedite payment of the final estimate. Alternatively, a signed qualified approval by reason of a written statement of claims will expedite payment of a semifinal estimate. A statement of claims must include a notarized certificate containing the language required in Section 9-1.17D(2)(c), "Declaration," of the Standard Specifications.

If claims are submitted in connection with this contract, you will be expected to comply fully with Section 9-1.17D(2), "Claim Statement," of the Standard Specifications. The Engineer will base the determination of claims upon the investigation of your statement, in which you are expected to present your position fully as to the contractual basis of the claim; compliance with contract requirements such as Sections 5-1.43, "Potential Claims and Dispute Resolution," subsections A through D; or 9-1.17D, "Final Payment and Claims," of the Standard Specifications, if applicable; a breakdown of the total amount claimed; and all other information you consider to be in support of your claim.

Tuesday, May 12, 2020

Construction Contract 19-25 Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84)
Page 2 of 2

As further provided in Section 9-1.17D(1), "General," of the Standard Specifications, in case neither approval nor a statement of claims is received, postmarked or hand delivered, within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. Your date of receipt of this proposed final estimate establishes the beginning of the specified 30 days.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Hopkins", written in a cursive style.

Mark Hopkins
Senior Project Manager

Enclosures

cc: File

Attachment to transmittal letter
Dated May 12, 2020

Contract 19-25; County Project 356210
Jackson Valley Road Hot Mix Asphalt
Overlay Project (PM 1.10 to 4.84)

PROPOSED
FINAL ESTIMATE

CONTRACT ITEM WORK (As detailed in Attachment 1)	\$626,507.00
ADJUSTMENTS OF COMPENSATION (As detailed on Attachment 2)	\$(1,901.00)
EXTRA WORK (As detailed on Attachment 3)	\$48,091.60
DEDUCTIONS/ADD (As detailed on Attachment 4)	\$0.00
TOTAL AMOUNT EARNED	\$672,697.60

Attachments: Contract Item Work Detail

Attachment to transmittal letter
Dated May 12, 2020

Contract 19-25; County Project 356210
Jackson Valley Road Hot Mix Asphalt
Overlay Project (PM 1.10 to 4.84)

ATTACHMENT 1
Contract Item Work

(See Attached)

Jackson Valley Road Hot Mix Asphalt Overlay Project (PM 1.10 to 4.84)

Bid No. 19-25

County Project No. 356210

PAYMENT SUMMARY

PERIOD ENDING

FINAL

Contractor: George Reed, Inc.

ITEM NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY	QUANTITY TO DATE (1)	DELTA PERCENT	UNIT PRICE (2)	OVER/(UNDER) PAYMENT	TOTAL COST TO DATE (1)X(2)=
1	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1.00	1.00	0.0%	\$300.00	\$0.00	\$300.00
2	TRAFFIC CONTROL SYSTEM	LS	1.00	1.00	0.0%	\$30,500.00	\$0.00	\$30,500.00
3	HOT MIX ASPHALT (TYPE A)	LS	6555.00	6585.00	0.5%	\$83.00	\$2,490.00	\$546,555.00
4	COLD PLANE ASPHALT CONCRETE PAVEMENT	LS	2800.00	1200.00	-57.1%	\$1.50	(\$2,400.00)	\$1,800.00
5	ADJUST VALVE BOX	LF	26.00	26.00	0.0%	\$500.00	\$0.00	\$13,000.00
6	PAINT TRAFFIC STRIPE (2-COAT)	EA	59230.00	59090.00	-0.2%	\$0.40	(\$56.00)	\$23,636.00
7	PAINT PAVEMENT MAKING (2-COAT)	LF	770.00	645.00	-16.2%	\$5.00	(\$825.00)	\$3,225.00
8	PAVEMENT MARKER TYPE D YELLOW	EA	1650.00	1390.00	-15.8%	\$4.00	(\$1,040.00)	\$5,560.00
9	PAVEMENT MARKER TYPE D BLUE	LS	30.00	3.00	-90.0%	\$10.00	(\$270.00)	\$30.00
ITEM SUBTOTAL								\$624,606.00

CCO's	AUTHORIZED EXTRA WORK	METHOD/UNIT	QUANTITY	% THIS PERIOD	% TO DATE	UNIT PRICE		
1	Adjust Water Valve Cover to Grade	LS	1.00	100%	100.0%	\$10,810.00		\$10,810.00
2	3" Dig Outs		1.00	100%	100.0%	\$37,281.60		\$37,281.60
3								
CCO SUBTOTAL								\$48,091.60

	DEDUCTIONS	METHOD/UNIT	QUANTITY	% THIS PERIOD	% TO DATE	UNIT PRICE		
1								
2								
DEDUCTION SUBTOTAL								

Total Over/(Under) Payment **(\$1,901.00)**

TOTAL CONTRACT ITEM COSTS TO DATE	\$ 624,606.00
AUTHORIZED EXTRA WORK	\$ 48,091.60
DEDUCTIONS	
TOTAL	\$ 672,697.60
AMOUNT PREVIOUSLY PAID	\$ 639,062.72
REMAINING BALANCE	\$ 33,634.88

Attachment to transmittal letter
Dated May 12, 2020

Contract 19-25; County Project 356210
Jackson Valley Road Hot Mix Asphalt
Overlay Project (PM 1.10 to 4.84)

ATTACHMENT 2 Adjustments of Compensation

Material Over/Under

CCO No.	Authorized Adjustments of Compensation	Type of Work	Amount
001	Increase in Quantity (Hot Mix Asphalt)		\$2,490.00
001	Cold Plane Asphalt Concrete Pavement		(\$2,400.00)
001	Paint Traffic Stripe (2-coat)		(\$56.00)
001	Paint Pavement Marker (2-coat)		(\$625.00)
001	Pavement Marker type D Yellow		(\$1,040.00)
001	Pavement Marker type D Blue		(\$270.00)
001			
		Total to Date	(\$1,901.00)

**COUNTY OF AMADOR
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE**

May 12, 2020

To: File

From: Mark Hopkins
Sr. Project Manager

Subject: Contract No. 19-25 Jackson Valley Road Hot Mix Asphalt Overlay Project
Change Order No. 1
Contractor: George Reed, Inc.

Contact: Mark Hopkins (209) 223-6248

		Percent of Original Contract Amount
Original Contract Amount	\$626,507.00	
Total Change Order Limit for Director's and CAO's Combined Authority	N/A	N/A
Previous Change Orders		0.00%
This Change Order	\$46,190.60	7.37%
Total Change Orders To Date	\$46,190.60	7.37%
Authority Remaining After Change Order 1	N/A	N/A
New Contract Amount	\$672,697.60	

Please deliver the original signed change order back to me as soon as possible to assure prompt payment to the Contractor.

Attachments: Change Order No. 1, Justification Summary

Contract Change Order No. 1

To: George Reed, Inc.

Contractor was hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer/Director.

1	FI 01	Progress Schedule (Critical Path Method)		\$	-
2	FI 02	Traffic Control System		\$	-
3	FI 03	Hot Mix Asphalt (Type A)	INCREASE	\$	2,490.00
4	FI 04	Cold plane Asphalt Concrete pavement	DECREASE	\$	(2,400.00)
5	FI 05	Adjust Water Value Cover to Grade	INCREASE	\$	10,810.00
6	FI 06	Paint Traffic Stripe (2-Coat)	DECREASE	\$	(56.00)
7	FI 07	Paint Pavement Marker (2-coat)	DECREASE	\$	(625.00)
8	FI 08	Pavement Marker type D Yellow	DECREASE	\$	(1,040.00)
9	FI 09	Pavement Marker type D Blue	DECREASE	\$	(270.00)
10	FI 10	3" Dig-Out	INCREASE	\$	37,281.60
Total Cost:				INCREASE	\$ 46,190.60

Original Contract \$626,507.00 Change Order Totals: \$ 46,190.60 New Contract Cost: Total \$672,697.60

By reason of the order the time of completion will be adjusted as follows **Add No (0) Working Days**

Submitted by Mark Hopkins Resident Engineer Date: 05/12/2020
 Approval Recommended Mark Hopkins Project Manager Date: 05/12/2020
 Approved by Richard Osle Director, Transportation Date: 05/12/2020

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above

Acceptance Date: 5/14/20 Contractor George Reed, Inc.
 By: Ed Berlier Title Ed Berlier, Vice President - General Manager

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified

 Chair, Board of Supervisors

JUSTIFICATION SUMMARY -- Contract #19-25, CCO No. 1

Item 1 REQUEST:

CHANGE FOR:

Justification: FI 01 Increase: \$0.00

Item 2 REQUEST:

CHANGE FOR:

Justification: FI 02 Increase: \$0.00

Item 3 REQUEST:
Hot Mix Asphalt (Type A)

CHANGE FOR:
Increase Quantity for Hot Mix Asphalt (Type A)

Justification: FI 03 Increase: \$2,490.00
Engineer estimate did not accommodate field access point along Jackson Valley Road.



Item 9

REQUEST:

Pavement Marker type D Blue

CHANGE FOR:

Decrease in Pavement Marker type D Blue

FI 09

Decrease:

\$270.00

Justification: Less pavement markers was needed within the road section.



Item 10

REQUEST:

3" Dig-Out

CHANGE FOR:

Increase in 3" Dig-Outs

FI 10

Increase:

\$37,281.60

Justification: County Public Works requested 3" dig-out to be completed by the contractor.



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amador.gov
EMAIL: PublicWorks@amador.gov

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95842-2132

Bid No. 19-25
Jackson Valley Road Hot Mix Asphalt Overlay Project (Post Mile 1.10 to 4.84)

FIELD INSTRUCTION No. 2

TO: Steve Kubat, Project Manager
George Reed Construction, Inc.

DATE: 10/24/19

SUBJECT: PC 01 – Marked Digout Areas
on Jackson Valley Road

SPEC:

DESCRIPTION OF WORK:

PC 01 – Marked Digout Areas on Jackson Valley Road

Jackson Valley Road has pavement repair areas that need to be fixed, before completing the overlay project. The marked areas will need to be dug out and filled with AC. The repair areas are on Jackson Valley Road between PM 1.20 and PM 3.8 (approximately 10,000 square feet).

Extra Work at Force Account

Estimate Extra Work at Force Account = \$38,000

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, George Reed Construction, Inc. is to proceed with work as described herein.

ATTACHMENTS:

PC 01 – Marked Digout Areas on Jackson Valley Road
Stephen Kubat email

Issued by:

Mark Hopkins 10/24/19
Mark Hopkins Date
Project Manager
Amador County

Agreed by:

Ed Berlier 10-28-19
Ed Berlier Date
Vice President
George Reed Construction,
Inc.

Authorized by:

Jerry Reinking 10/28/19
Jerry Reinking Date
Director Of Transportation
and Public Works
Amador County

Cc: File



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
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Bid No. 19-25
Jackson Valley Road Hot Mix Asphalt Overlay Project (Post Mile 1.10 to 4.84)

FIELD INSTRUCTION No. 2

TO: Steve Kubat, Project Manager
George Reed Construction, Inc.

DATE: 10/24/19

SUBJECT: PC 01 – Marked Digout Areas
on Jackson Valley Road

SPEC:

DESCRIPTION OF WORK:

PC 01 – Marked Digout Areas on Jackson Valley Road

Jackson Valley Road has pavement repair areas that need to be fixed, before completing the overlay project. The marked areas will need to be dug out and filled with AC. The repair areas are on Jackson Valley Road between PM 1.20 and PM 3.8 (approximately 10,000 square feet).

Extra Work at Force Account

Estimate Extra Work at Force Account = \$38,000

COMMENTS:

Pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, George Reed Construction, Inc. is to proceed with work as described herein.

ATTACHMENTS:

PC 01 – Marked Digout Areas on Jackson Valley Road
Stephen Kubat email

Issued by:


Mark Hopkins Date

Project Manager
Amador County

Agreed by:


Ed Berlier Date

Vice President
George Reed Construction,
Inc.

Authorized by:

Jered Reinking Date

Director Of Transportation
and Public Works
Amador County

Cc: File



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95842-2132

October 24, 2019

via email stephen.kubat@georgereed.com

George Reed Construction, Inc.
140 Empire Avenue
Modesto, CA 95354

Attention: Steve Kubat, George Reed Construction, Inc.

Contract No.: 19-25 - Jackson Valley Road Hot Mix Asphalt Overlay Project (Post Mile 1.10 to 4.84)

POTENTIAL CHANGE (PC) TO CONTRACT DOCUMENTS

SUBJECT: RFP: PC 01 – Mark Digout Areas on Jackson Valley Road

Dear Mr. Kubat:

Please prepare a cost proposal for the following work:

PC 01 – Marked digout areas on Jackson Valley Road (approximately 10000 square feet)

In accordance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications (2010), we have identified the need to perform pavement repairs (digouts) in marked areas within the project limits.

The cost proposal will address the anticipated work described below:

1. Jackson Valley Road has pavement repair areas that need to be fixed, before completing the overlay project. The marked areas will need to be dug out and filled with AC. The repair areas are on Jackson Valley Road between PM 1.20 and PM 3.8 (approximately 8600 square feet).

Assumptions:

- All materials and labor will be supplied by the contractor.

Please provide your cost proposal in the following breakdown and units with adequate back up used to establish your proposed pricing (for work described by numbering above);

1. New bid item using set bid unit price for the cold-plain and AC fill and associated work at the project site.

Note: This is a request for quote only. This is not a direction to proceed with extra work. The Contractor is required to maintain the original planned schedule of work. A Field Instruction (FI) will be issued as formal direction to the Contractor once your cost proposal has been accepted.

001

PC 01 – Mark Digout Areas on Jackson Valley Road
October 24, 2019
Page 2 of 2

If you have further questions about our request, please contact me at 209-223-6248 or by email at mhopkins@amadorgov.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Hopkins". The signature is written in a cursive style with a large initial "M".

Mark Hopkins
Senior Project Manager

Enclosures: None

cc: File

10/23/2019

County of Amador Mail - Amador County Change Orders



Mark Hopkins <mhopkins@amadorgov.org>

Amador County Change Orders

Stephen Kubat <stephen.kubat@georgereed.com>
To: Mark Hopkins <mhopkins@amadorgov.org>

Wed, Oct 23, 2019 at 3:01 PM

Mark, per your request, see attached Cost Proposal for the 3" Pavement Repairs on Jackson Valley Road. For a baseline I took 20,000 SF as the traffic control and GRI Labor/Equipment will be split 50/50 between your guys work and the work in front of our Quarry. Ballpark will be \$38,000 for approx. 10,000 SF @ 3" for Amador County portion.

Brian and I will be out there tomorrow after lunch (1 ish) to finalize our digout quantity/layout as there is quite a bit of paint on the ground and don't want any confusion with my guys on Saturday. If you have any field questions regarding the work Saturday or pricing we can meet onsite tomorrow afternoon. Thanks again.

Steve,

(Quoted text hidden)

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply e-mail and permanently delete the original message and any attachments. Your compliance is appreciated.

 **PC 01 - Jackson Valley Road_Pavement Repairs.pdf**
235K

<https://mail.google.com/mail/u/0/?ik=cc671937c0&view=pt&search=all&permmsgid=msg-f%3A1648223154858036573&simpl=msg-f%3A1648223154858036573>

1/1

Attachment to transmittal letter
Dated May 12, 2020

Contract 19-25; County Project 356210
Jackson Valley Road Hot Mix Asphalt
Overlay Project (PM 1.10 to 4.84)

ATTACHMENT 3
Extra Work

CCO No.	Authorized Extra Work	Type of Work	Amount
001	Adjust Water Value Cover to Grade		\$10,810.00
001	3" Dlg-Outs		\$37,281.60
001			
001			
Total to Date			\$48,091.60

Attachment to transmittal letter
Dated May 12, 2020

Contract 19-25; County Project 356210
Jackson Valley Road Hot Mix Asphalt
Overlay Project (PM 1.10 to 4.84)

ATTACHMENT 4
Deductions/Add

Deduction Description	Amount	Est No.	This Estimate	Total Estimate
Total Deductions/Add				

Attachment to transmittal letter
Dated May 12, 2020

Contract 19-25; County Project 356210
Jackson Valley Road Hot Mix Asphalt
Overlay Project (PM 1.10 to 4.84)

Acceptance Statement

I have examined the quantities of bid items and amounts indicated as payment for extra work and the deductions on the proposed final estimate dated May 12, 2020. I agree to accept the total of \$ 672,697.60 as indicated, as the total amount earned for all work performed on the above contract, except as may be indicated below

George Reed, Inc.
Contractor

Exceptions (Check one)


By

None

Ed Berlier, Vice President - General Manager
Title

As indicated per attached letter
Dated _____

5/14/20
Date

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 26th day of May, 2020, by and between the County of Amador ("County"), and George Reed, Inc. ("Contractor"), whose place of business is 140 Empire Avenue, Modesto, CA, 95354.

RECITALS

A. On November 22, 2019, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of furnishing of all labor, materials, and equipment for the construction of hot mix asphalt paving, traffic handling, pavement delineation, and any additive work as specified, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ <u>626,207.00</u>
Modified Contract Sum	\$ <u>672,697.60</u>
Payment to Date	\$ <u>639,062.72</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>33,634.88</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Thirty Three Thousand Six Hundred Thirty Four Dollars and Eighty Eight Cents (\$33,634.88) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachments if necessary]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,

actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

COUNTY OF AMADOR:

CONTRACTOR: GEORGE REED, INC.

By: _____
Chairman, Board of Supervisors

By: Ed Berlier

Name (please print): Ed Berlier

Title: Vice President - General Manager

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 26, 2020

SUBJECT

Approval of the Chairman's signature on a letter of support for a Community Facilities grant application by Victory Village to the Department of Agriculture.

Recommendation:

Authorize the Chairman's signature on a letter of support.

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

- [Draft BoS Letter of Support CF grant.pdf](#)

Mrs. Nichole Mulford
Executive Director
Victory Village, Inc
12408 Kennedy Flat Road
Jackson, CA 95642

Dear Mrs. Mulford:

We understand Victory Village is applying for a Community Facilities grant to implement a back-up power system in the event of a power outage. We support this grant request because when implemented, it will prevent the loss of power that could mean saving a life of elderly veterans who are reliant upon oxygen or have other medically necessary equipment requiring electrical power; further alleviating the burden on public emergency services. The Amador County Board of Supervisors has had the pleasure to work with Victory Village since 2011.

Victory Village educates the public about homelessness, mental illness, and veterans within our community through local outreach and classes through NAMI Homefront. Victory Village's public contributions include; organizing the annual Homeless Resource Fair, increasing the number of available shelter beds, providing resources and coordinated entry to veterans and non-veterans alike through the Continuum of Care's Homeless Management Input System, and providing community members and businesses with a reliable workforce through their work therapy and employment program, open to all individuals.

We look forward to the implementation of this project as well as future projects through the US Department of Agriculture.

Sincerely,

Board of Supervisors Agenda Item Report

Submitting Department: Probation

Meeting Date: May 26, 2020

SUBJECT

Approval of Space Available Agreement with Nevada County Juvenile Hall

Recommendation:

Approval to enter into the Space Available Agreement with Nevada County Juvenile Hall.

4/5 vote required:

No

Distribution Instructions:

Probation (one, fully-executed agreement will be provided to the Clerk of the Board by Probation)

ATTACHMENTS

- [Nevada County Juvenile Hall Contract.pdf](#)

REGIONAL FACILITY AGREEMENT

THIS Agreement is made between the COUNTY OF NEVADA, a political subdivision of the State of California and the COUNTY OF AMADOR, a political subdivision of the State of California.

WHEREAS, the County of AMADOR has a need for juvenile hall placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Nevada County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEREAS, the County of Nevada currently operates and maintains a juvenile hall in the City of Nevada City, where space may exist in excess of its needs;

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

Nevada County shall provide placement in juvenile hall for AMADOR County minors who have been accepted by Nevada County Probation Department for such placement in its facility. Placement in the facility shall be made if Nevada County Probation Department determines excess space in the facility exists and Nevada County agrees to accept the minor.

All AMADOR County minors accepted for placement and placed in the Nevada County Juvenile Hall shall receive the same accommodations and services as Nevada County juveniles in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care and dental care as arranged and authorized by AMADOR County. Dental Care shall

be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

Nevada County may provide emergency medical services without prior authorization from AMADOR County.

AMADOR County minors are not eligible to participate in Nevada County's Children's System of Care Program.

B. TERM:

This agreement may be terminated, at anytime by either party hereto, upon a thirty (30) day written notice to the other party. This agreement shall continue until modified or terminated by Nevada County and/or AMADOR County. This agreement shall take effect upon final execution and shall supersede any prior agreement between Facility and User County.

C. PAYMENT:

Board and Care: AMADOR County shall pay Nevada County for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Nevada County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of Nevada County. The rate currently established by the Chief Probation Officer is \$125.00 for each 24-hour day or portion thereof. This rate is subject to change by the Nevada County Board of Supervisors and AMADOR County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: AMADOR County shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of an AMADOR County minor placed in the Nevada County Juvenile Detention Facility, AMADOR County shall defend said litigation and hold Nevada County elected officials, officers, employees, agents and volunteers fully harmless there from.

Medical and Psychological Services: AMADOR County agrees to pay for or to reimburse Nevada County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by a minor placed pursuant to this agreement. AMADOR County agrees to pay for any costs above \$15,000 per medical/surgical inpatient catastrophic episode. Nevada County is authorized to obtain emergency medical, dental, and mental health care for AMADOR County minors without prior authorization. All other services must be pre-authorized by AMADOR County.

Education: AMADOR County shall reimburse Nevada County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

Billing and Payments: Nevada County shall bill AMADOR County on a per minor basis. AMADOR County shall pay Nevada County within 30 days after receiving notice of payment due. Payment shall be made out to Nevada County Probation and mailed to:

Nevada County Probation
Attention Fiscal Staff
109 ½ North Pine Street
Nevada City, CA 95959

D. TRANSPORTATION:

Nevada County shall be responsible for providing round-trip transportation of the minor to and from AMADOR County and the Nevada County Juvenile Detention Facility at disposition and termination of commitment. Nevada County shall provide routine transportation for the minor within Nevada County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

E. COURT DOCUMENTATION:

AMADOR County shall be responsible for providing; conformed Court orders committing minor to the Juvenile Hall, dispositional report committing minor to the Juvenile Hall, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Nevada County transportation staff upon pick-up of minor.

F. REMOVAL OF MINORS:

Nevada County shall promptly return any AMADOR County minors placed in the Nevada County Juvenile Detention Facility upon request of the Nevada County Probation Department. Nevada County Probation Department shall have sole discretion to request removal of an AMADOR County minor. Upon decision to remove an AMADOR County minor, Nevada County shall notify AMADOR County by telephone and transport said minor back to AMADOR County within five (5) working days of notification.

G. INDEMNITY:

Nevada County shall defend, release, hold harmless, and indemnify AMADOR County, its elected officials, officers, employees, agents and volunteers from any and all claims for injuries or damages to persons and/or property, including attorneys' fees, which arise out of injuries or damages resulting from the negligent acts or omissions of Nevada County, its officers and/or employees. It is further agreed that AMADOR County, shall defend, release, hold harmless and indemnify Nevada County, its elected officials, officers and/or employees, agents and volunteers from any and all claims for injures and/or damages to persons and/or property, including attorneys' fees, which arise out of the negligent acts

and/or omissions of AMADOR County, its elected officials, officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and AMADOR County, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

H. INSURANCE

Nevada County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under Nevada County's participation in the CSAC Excess Insurance Authority.

AMADOR County is self-insured up to \$10,000 and beyond that amount is covered up to \$25 million under AMADOR County's participation in the CSAC Excess Insurance Authority.

I. PRISON RAPE ELIMINATION ACT (PREA):

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

J. MODIFICATION:

No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

K. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

Amador County Probation Department
Mark Bonini, Chief Probation Officer
675 New York Ranch Road
Jackson, CA 95642
Phone: 209-223-6229
Facsimile: 209-223-6403

Nevada County Probation Department
Michael Ertola, Chief Probation Officer
109 1/2 North Pine Street
Nevada City, CA 95949
Phone: 530-265-1200
Facsimile: 530-265-6280

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

-- COUNTY OF NEVADA --

Dated: _____

By: _____

Heidi Hall
Chair, Board of Supervisors
County of Nevada

ATTEST:

By: _____

Julie Patterson-Hunter
Clerk to the Board of Supervisors
County of Nevada

Approved as to Form:

County Counsel Date
County of Nevada

-- COUNTY OF AMADOR --

COUNTY OF AMADOR

BY: _____

PATRICK CREW
Chairman, Board of Supervisors

APPROVED AS TO FORM:

GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:

JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: Probation

Meeting Date: May 26, 2020

SUBJECT

Space Available Agreement with Placer County Juvenile Detention Facility

Recommendation:

Approval to enter into a Space Available Agreement with Placer County Juvenile Detention Facility.

4/5 vote required:

No

Distribution Instructions:

Probation (one, fully-executed agreement will be provided to the Clerk of the Board by Probation)

ATTACHMENTS

- [Placer County Juvenile Detention Facility Space Available Agreement.pdf](#)

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Chief Deputy Probation Officer

April 16, 2020

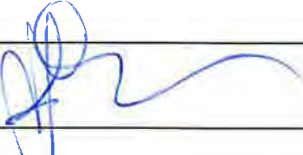

ROUTE SLIP

SPACE AVAILABLE AGREEMENT WITH PLACER COUNTY JUVENILE DETENTION FACILITY

PLEASE REVIEW AND INDICATE YOUR APPROVAL OF THE NEW CONTRACT WITH PLACER COUNTY JUVENILE DETENTION FACILITY. PLEASE ROUTE TO THE NEXT PERSON ON THE LIST.

NO RESOLUTION IS REQUIRED BY THIS AGENCY. THIS IS A NEW CONTRACT AND IS NOT FOR A SPECIFIC TOTAL AMOUNT. THE CONTRACT PROVIDES BED SPACE, IF SPACE IS AVAILABLE, AT THE RATE OF \$125 PER DAY, PER WARD. THERE ARE FUNDS IN THE BUDGET TO COVER PLACEMENT OF JUVENILE COURT WARDS. WE WILL ONLY BE CHARGED IF A MINOR IS PLACED IN THIS FACILITY PURSUANT TO COURT ORDER.

AFTER FINAL REVIEW AND APPROVAL, PLEASE RETURN ORIGINAL TO PROBATION TO PLACE ON THE BOARD OF SUPERVISORS' CONSENT AGENDA.

	GSA Director (or designee)
Sarah Duarte	Risk Manager (or designee)
	County Counsel (or designee)

Enclosure: Contract

675 New York Ranch Rd. • Jackson, CA. 95642 • 209-223-6387 • 209-223-6403(fax)
amadorprobation@amadorgov.org

AGREEMENT NO. _____

**Agreement between Placer County and Amador County for
Detainment of Amador County Youth at the Placer County
Juvenile Detention Facility**

This Agreement (“Agreement”) is made and entered into this 1st day of April, 2020, by and between the County of Placer, a political subdivision of the State of California (“Placer”) and the County of Amador, a political subdivision of the State of California, (“Amador”).

WITNESSETH

WHEREAS, Placer County has established a Juvenile Detention Facility designed for the temporary care of youth pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, at its Juvenile Detention Facility, Placer County presently can provide beds, as needed if space is available to Amador court ordered detained and/or probation authorized youth (Amador youth); and

WHEREAS, it is the intent of the parties hereto that the detainment of said youth(s) conforms with all applicable federal, state and local laws; and

WHEREAS, Placer is willing to provide these beds, if available, on an as needed/requested basis to Amador at Placer’s current per-diem rate of one hundred twenty-five dollars (\$125.00).

NOW, THEREFORE, PLACER and Amador agree as follows:

1. SERVICES.

A. Placer shall maintain beds in its Juvenile Detention Facility for Amador to utilize on an as needed/requested, if available, in full compliance with this agreement. The beds will be provided on a space available basis as determined by the Placer County Chief Probation Officer in his or her sole discretion.

B. All Amador youth(s) accepted for detainment and placed in the Placer County Juvenile Detention Facility shall receive the same accommodations and services as provided to Placer youth(s) in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and behavioral health care, and meals in accordance with applicable State regulations enumerated in Title 15, of the California Code of Regulations.

C. Placer may provide emergency medical services without prior authorization from Amador.

D. Amador County Probation Department staff shall be provided reasonable access to youth detained in the Placer Detention facility in person, by telephone, or by any other electronic means for conducting necessary department business for any youth detained.

E. Amador youth(s) are not eligible to participate, and therefore will not participate, in the Placer County Children's System of Care program.

2. TERM.

A. The term of this agreement shall be from April 1, 2020 through June 30, 2021. This agreement, its terms and conditions, and authorized amendments are renewed automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.

B. This Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party.

C. This Agreement shall supersede any prior agreement(s) between the two parties with respect to the detainment of court ordered detained and/or probation approved youth(s) from Amador.

3. PAYMENT.

A. Board and Care: Amador shall pay Placer for the expenses of board and care for bed space if available in the Placer County Juvenile Detention Facility. The payment amount shall be at the per diem rate as agreed to by Amador and Placer of one hundred twenty-five dollars (\$125.00) for each 24-hour day or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Placer County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Amador County Chief Probation Officer of said change.

B. Legal Services: Amador shall be solely responsible to make certain that those youth(s) detained in the Placer County Juvenile Detention Facility by order of the Amador County Juvenile Court receive all legal services required by applicable law.

C. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of one or more Amador youth(s) placed in the PLACER County Juvenile Detention Facility, Amador shall be fully responsible to respond to and defend this petition and shall defend, indemnify, and hold harmless Placer, its elected representatives, officers, employees, and agents from all expenses, damages, claims and allegations associated in any way with such a petition.

D. Medical and Psychological Services: Amador shall pay for or reimburse Placer for the actual expenses of any necessary surgical, medical, psychological, dental care, prescription medications or behavioral health care required by an Amador minor placed at the Placer County Juvenile Detention Facility pursuant to this Agreement. To the extent permitted by law, Placer is hereby authorized, without the need for any further authorization by Amador, to obtain such emergency medical, dental, and behavioral health care for Amador youth(s) housed at the Placer County Juvenile Detention Facility as determined necessary by the appropriate providers of these services at the Placer County Juvenile Detention Facility. All other medical, dental and behavioral health care services shall also be the financial responsibility of Amador but are subject to pre-authorization by the Amador County Chief Probation Officer, or his or her designee. Amador County may bring any medication, if so prescribed, with the youth or the medication maybe provided by the parent (s) or guardian (s) of the youth.

E. Education: Education and schooling expenses are included in the per diem rate charged by Placer and paid by Amador when Amador youth(s) are placed in Placer County's Juvenile Detention Facility. Amador shall fully reimburse Placer for any and all expenses of schooling or education provided by Placer on behalf of youth(s) placed by Amador at the Placer County Juvenile Detention Facility pursuant to this Agreement to the extent that those expenses are not paid for by the State of California or are not otherwise included in the per diem rate.

F. Billing and Payments: Placer shall bill Amador on a monthly basis. Amador shall pay Placer within thirty (30) days after receiving notice of payment due.

4. TRANSPORTATION.

A. Amador shall be responsible for providing transportation of the minor between Amador and the Placer County Juvenile Detention Facility. In the event Amador fails to provide transportation for a minor from Placer to Amador within the time frame requested by the Placer County Chief Probation Officer, or his or her designee, then Placer shall transport the minor to Amador and Amador shall be responsible for payment of all expenses incurred by Placer for such transportation. To the extent that Placer transports more than one minor back to Amador within a single month because of Amador's failure to timely provide for such transportation, Placer may elect to immediately terminate this Agreement and require Amador to promptly remove all its youth(s) housed at the Placer County Juvenile Detention Facility.

B. Placer shall provide routine transportation for each Amador minor within Placer for the purposes of medical, behavioral health, dental or other appropriate care. The expenses of such transportation are included in the per diem rate.

5. REMOVAL OF YOUTH(S).

Amador shall promptly remove any Amador youth(s) placed in the Placer County

Juvenile Detention Facility upon sole determination of the Placer County Chief Probation Officer, or his or her designee, that the effective operation of the Placer County Juvenile Detention Facility requires removal of the minor.

6. PREA.

Amador County understands and agrees that Placer County is committed to providing a safe, humane, secure environment, free from sexual harassment. Placer County maintains a zero tolerance for sexual abuse and sexual harassment in its institutions. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct. To the extent that the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 1560 et seq.) [PREA] applies to this MOU, whenever applicable, Amador County will comply with PREA and all applicable PREA standards, California Division of Juvenile Justice (DJJ) policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse and/or sexual harassment within Probation Facilities/Programs/Offices owned, operated or contracted. Amador County acknowledges that, in addition to "self-monitoring requirements", Placer County will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and policies, may result in termination of this MOU.

7. HOLD HARMLESS AND INDEMNIFICATION.

Placer County (Placing County) agrees to indemnify and hold harmless Amador County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers from and against any damages including expenses and attorney's fees arising out of negligent or intentional acts of omissions of Placer County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers

Amador County agrees to indemnify and hold harmless Placer County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers from and against any damages including expenses and attorney's fees arising out of negligent or intentional acts or omissions of Amador County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of Placer County services, as well as during the progress of rendering such services.

8. INSURANCE.

Insurance: It is agreed that Amador County and Placer County shall each maintain, at all times during the performance of this Agreement, insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation and One Million Dollars (\$1,000,000) professional liability (E&O).

9. MODIFICATION.

No modification of waiver of any provisions of the Agreement shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

10. NOTICE.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service or by first class mail and addressed to the party to be served as follows:

Placer County Probation
Marshall Hopper, Chief Probation Officer
2929 Richardson Drive, Suite B
Auburn, CA 95603
Phone: (530) 889-7915
Fax: (530) 889-7993

Amador County Probation
Mark J. Bonini, Chief Probation Officer
675 New York Ranch Road
Jackson, CA 95642
Phone: (209) 223-6387
Fax: (209) 223-6403

11. ENTIRETY OF AGREEMENT.

This Agreement constitutes the entire agreement between Placer and Amador with respect to the subject hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Dated: _____

Approved as to Form:

Julia M. Reeves, Deputy Placer County Counsel

Dated: _____

County of Placer County

By _____
Marshall Hopper, Chief Probation Officer

COUNTY OF AMADOR

BY: _____
Patrick Crew
Chairman, Board of Supervisors

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: May 26, 2020

SUBJECT

Behavioral Health/CalMHSA Participation Agreement

Recommendation:

Approve and sign Agreement

4/5 vote required:

No

Distribution Instructions:

Please return a signed copy to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [536-PEI-2020AC_DRAFT_4.20.20_CC for BOS.docx](#)
- [Memo to Board initialed by Melissa.pdf](#)

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Amador County ("Participant") desires to participate in the Program identified below.

Name of Program: Phase IV Statewide PEI Sustainability Program ("The PEI Program")

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Participation Agreement.

Exhibit A Program Description

Exhibit B General Terms and Conditions

Exhibit C County-Specific Scope and Funding

3. The term of the Program is **July 1, 2020** through **June 30, 2023**.

4. Funding: \$25,574, payable by Participant, per fiscal year, on or before July 1 of each fiscal year.

5. Authorized Signatures:

CalMHSA

Signed: _____ Name: John E. Chaquica, CPA, MBA, ARM

Title: Interim Executive Director Date: _____

Participant: Amador County

Signed: _____ Name (Printed): Patrick Crew

Title: Board of Supervisors/CAO Date: _____

Signed: _____ Name (Printed): Greg Gillott

Title: County Counsel Date: _____

Signed: _____ Name (Printed): Melissa Cranfill, LCSW

Title: Director, Amador Co. Behavioral Health Date: _____

PARTICIPATION AGREEMENT
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: Phase IV Statewide PEI Sustainability Funding Program.
- II. Term of Program: This is a thirty–six-month contract, beginning July 1, 2020 and terminating on June 30, 2023, with the option for early termination or extension as provided below.
- III. Program Goals: To disseminate and navigate Statewide PEI project campaigns, programs, resources, and materials; provide subject matter in suicide prevention and stigma, and discrimination reduction to support local PEI efforts; develop capacity building support and new outreach materials through counties, communities, and organization – These programs priorities focus is to promote mental health and wellness, suicide prevention and health equity to reduce the likelihood of mental illness, substance use, and suicide among all Californians in diverse communities, schools, health care, and workplace.
- IV. Program Efforts: To fulfill the Each Mind Matters (“EMM”) vision to promote emotional health and reduce the likelihood of mental illness, substance use, and suicide among all Californians in diverse communities, schools, health care, and workplace, the following efforts will be endeavored:
 - Implement social media and public education activities to expand and develop new materials for California’s communities.
 - Expand EMM and their Partners network and promote grassroots fund development opportunities.
 - To continue to and increase outreach and dissemination of programs and resources; emphasizing mental health 1010 educational materials.
 - Support and engage a network of student mental health leaders and advocates to outreach and disseminate resources and programs.
 - Support, promote, and circulate the California Community College Student Mental Health Program.
 - Provide resource, technical assistance, and capacity building support to County Behavioral Health Agencies and their partners to support local PEI and leverage resources.
 - Implement the annual Directing Change Program which educates young people about critical health topics like suicide prevention and mental health through the medium of film.
 - Conduct analysis of reach of programs within counties and statewide.

PARTICIPATION AGREEMENT

Exhibit B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words as used throughout this Participation Agreement shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) – Initially known as Proposition 63 in the November 2004 election, which added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or as Partner under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in Exhibit A, as further embodied in the Services Agreement.
- G. Services Agreement – That certain Standard Services Agreement entered into by and between CalMHSA and service providers in connection with the Program.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for the Program.
 - 2. Management of funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 3. Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.
 - 4. Submission of plans, updates, and/or work plans for review and approval by Participant representative.
 - 5. Compliance with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer of funds for the Program as specified in Section V. F- Fiscal Provisions below, at the beginning of each fiscal year.
 - 2. Identification of a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.

3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Compliance with applicable laws, regulations, guidelines, contractual agreements, JPAs and bylaws.

III. Duration, Term, Amendment and Participant Withdrawal

- A. The Program is of indefinite duration and will continue as long as Participants wish to act together to conduct projects in compliance with their respective responsibilities hereunder. However, the obligation of any single Participant (a.k.a. Member) to pay funds is limited to the periods and amounts stated in Section V. F. – Fiscal Provisions below.
- B. Except as otherwise provided for in Section IV of this Agreement, this Agreement may be supplemented, amended or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.
- C. Subject to Section IV of this Agreement, any Participant may withdraw from the Program upon six (6) months' prior written notice. Notice shall be deemed served on the date of mailing in the U.S. Mail.

IV. Funding, Amending Program Operations and Administration, Cancellation and Shutdown of the Program

- A. The Program and its administration by CalMHSA are funded by the Participants. CalMHSA has no independent ability to fund the Program. The Program cannot continue without Participant funding. Therefore, if CalMHSA determines that Participant funding is no longer available at the levels it deems sufficient, in its sole discretion, to properly fund the Program, including its administration, CalMHSA shall invoke this Section IV.A. and propose either a means of promptly remedying the funding issue or an orderly process of winding down the Program. CalMHSA shall convey its proposal in the form of a proposed amendment to this Agreement (and/or any other Program related documents) providing for:
 1. changes that will ensure CalMHSA can operate and administer the Program on financially sound terms, which terms would take effect no less than 30 calendar days' after delivery of the amendment to the representatives of the Participants then funding the Program; or
 2. changes that will authorize CalMHSA to take the steps necessary to cancel and administer an orderly shutdown of the Program, which terms would take effect no less than 30 calendar days' after delivery of the amendment to the representatives of the Participants then funding the Program.

CalMHSA shall deliver the proposed amendment(s) to the Participants' representatives by U.S. Mail and electronic communication. Delivery shall be deemed to have occurred on the first business day after the date of mailing of the amendment(s).

- B. The Participants shall each consider and vote to accept or reject CalMHSA's proposed amendment(s) no more than 30 calendar days' after its delivery. A majority vote of the Participants then funding the Program shall determine whether CalMHSA's proposed amendment(s) is accepted or rejected.

- C. Regardless of whether the Participants accept or reject CalMHSA's proposed amendment(s), the Participants agree to pay for any new or different services and costs CalMHSA incurs in a good faith effort to stabilize the Program.
- D. Upon cancellation, termination or other conclusion of the Program, any Program funds remaining undisbursed shall be returned to the Participants after any and all obligations of the Program have been satisfied, including any obligations to CalMHSA. Unused funds paid for a joint effort will be returned pro rata to Participants in proportion to payments made unless adjusted as provided for in Section IV.E.
- E. CalMHSA shall provide notice of the amount of unused funds to be returned and the pro rata amount to be returned to each Participant in the Program at least 15 calendar days' before returning the funds.
 - 1. CalMHSA's notice shall be delivered electronically to each Participants' representative, and a backup copy will be sent via U.S. Mail. The notice shall be deemed delivered on the date it is sent.
 - 2. Within 10 calendar days' of the date of that electronic notice, a Participant may seek an adjustment in the amount of unused funds to be returned to it by submitting an adjustment request to CalMHSA's Project Manager electronically, and copy each of the Participants' representatives on the electronic communication. The adjustment request must demonstrate why a disproportionate share of the unused funds should be paid to the Participant.
 - 3. Within 5 calendar days of the date an adjustment request was sent to CalMHSA, any Participant whose proportionate share of the unused funds would or may be reduced if the adjustment request is granted may submit a response to the adjustment request to CalMHSA's Project Manager electronically, and must copy each of the Participants' representatives on the electronic communication.
 - 4. CalMHSA shall consider all adjustment requests and responses and shall determine whether an adjustment request should be granted, in whole or in part. CalMHSA shall have exclusive jurisdiction over how to resolve any such requests, and its decision(s) shall be final.
 - 5. CalMHSA shall render its decision(s) on any adjustment requests before returning any unused funds.
 - 6. CalMHSA's decisions shall be delivered electronically to each Participants' representative, and a backup copy will be sent via U.S. Mail.

V. Fiscal Provisions; Order of Precedence

- A. Funding required from the Participants will not exceed the amount stated below.
- B. County will provide the funding amount stated in below, which includes a one-time administrative fee. CalMHSA will invoice the County upon execution of Participation Agreement, for the full budget amount in order to successfully carry out its contractual obligations.
- C. Other than with respect to this Section IV hereof, in the event of any conflict between the terms of this Agreement and the terms of the Services Agreement

with respect to CalMHSA’s obligations the terms of the Services Agreement shall control.

- D. In addition to the terms of Section 8.11 of the Services Agreement, the Parties agree to observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, municipal and local governing bodies and commissions associated with the investments made in connection with the Program.
- E. Pursuant to the terms of Section 8.14 of the Services Agreement, CalMHSA shall require vendors under the Services Agreement to procure and maintain the policies and levels of insurance set forth therein, including to name CalMHSA and the Participants as additional insureds under such policies.
- F. Funding Allocations:

Fiscal Year	Funds Due to CalMHSA	Amount Due
FY 20-21	Due July 1, 2020	\$25,574
FY 21-22	Due July 1, 2021	\$25,574
FY22-23	Due July 1, 2022	\$25,574
Total		\$76,722

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: Melissa Cranfill, Behavioral Health Director *MC*

Date: May 15, 2020

RE: Behavioral Health Department and California Mental Health Services Authority (CalMHSA) Participation Agreement

Background:

In 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), which became law on January 1, 2005. The Act imposed 1% taxation on personal income exceeding \$1 million. Over the past 10 years, these funds have transformed, expanded, and enhanced the current mental health system. MHSA has allowed Amador County Behavioral Health (ACBH) to significantly improve services and increase access for previously underserved groups through the creation of community based services and supports, prevention and early intervention programs, workforce, education and training, as well as innovative, new approaches to providing programs to the public.

The California Mental Health Services Authority (CalMHSA) is an independent administrative and fiscal government agency focused on the efficient delivery of California mental health projects. CalMHSA was established by California counties in June 2009, as a Joint Powers Authority (JPA). Cal MHSA's member counties work together to develop, fund and implement mental health services, projects, and educational programs; and implement these services at state, regional and local levels. Cal MHSA is headed by a separate Board of Directors composed of representatives of Member Counties and an Executive Committee comprised of officers and Statewide Regional Representatives. Cal MHSA operates within the statutes governing JPA entities and complies with the Brown Act open meeting requirements. Counties can elect to be members of Cal MHSA through the formal JPA, Participation Agreements or an MOU.

For the past decade, California has steadily grown a statewide movement toward prevention and early intervention underwritten by MHSA funds. CalMHSA was created by the counties in 2010 to administer MHSA PEI projects on a statewide basis. Through the initial implementation and the second phase of the CalMHSA Statewide PEI Project, CalMHSA developed and implemented population-based strategies aligned with Welfare and Institutions Code (WIC) Section 5840: MHSA

PEI Programs designed to prevent mental illness, reduce stigma associated with mental illness and service seeking, and reduce discrimination against people with mental health challenges. Furthermore, in addition to adhering to this WIC Code, CalMHSA also emphasizes an upstream public health prevention approach, promoting wellness as well as preventing the onset of severe and disabling consequences of untreated mental illness.

CalMHSA has maintained funding by utilizing 4% of each counties PEI allocation through the Mental Health Services Act annually, for three years at a time through Participation Agreements, JPA's or MOU's.

A summary of the programs that CalMHSA is able to provide to counties include:

- Statewide Prevention and Early Intervention (PEI)
- Central Valley Suicide Prevention Hotlines

By participating in CalMHSA, access to unlimited materials and resources produced through the Each Mind Matters and Know the Signs campaigns as well as tools and resources provided under the Statewide PEI project, will be available to any individual, organization or business in Amador County.

Key Issue:

Stakeholders must approve the use of MHSA funds. Stakeholders agreed that participating in CalMHSA would help Amador County Behavioral Health's prevention and early intervention efforts.

Staff Analysis:

CalMHSA is the only joint county entity in the state that provides independent administrative and fiscal intergovernmental structure for jointly developing, funding and implementing mental health services and educational programs at the state, regional and local levels.

CalMHSA funded and developed programs have been evaluated with significant outcomes. The impact of Each Mind Matters campaign has been impactful throughout local and statewide agencies. No other organization in the state has the authority to work with county funds to jointly develop and implement programs.

Recommendation/Request:

Approve the Participation Agreement between Amador County Behavioral Health and California Mental Health Services Authority.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 26, 2020

SUBJECT

General Services Administration: Dispense with the bidding/RFP procedures and approve an Addendum to Agreement for Auditing Services for three (3) years

Recommendation:

1) Dispense with the formal RFP procedures and; 2) Approve the Addendum with Smith and Newell for auditing services in an amount not to exceed Two Hundred Four Thousand Six Hundred Eighty-Two Dollars and No cents (\$204,682.00) for the next three (3) years

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Tacy Oneto-Rouen

ATTACHMENTS

- [Dispense with RFP for Auditing Services Memo 5.11.20.pdf](#)
- [Smith and Newell Exemption Request to Competitive RFP 5.11.20.pdf](#)
- [Addendum to Agreement for Auditing Services 5.11.20.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: May 11, 2020

SUBJECT: Dispense with the bidding/RFP procedures and approve an Addendum to Agreement for Auditing Services for three (3) years.

Background: As a result of the competitive RFP process on May 23, 2017 the County entered into an agreement with Annual Auditing Services for the Auditor's Office with Smith and Newell for three (3) fiscal years.

Subject or Key Issue: Dispense with the bidding procedures in accordance with Title 3 Revenue and Finance Chapter 3.08 Section 3.08.200, Dispensing with Bids, and approve an Addendum for Auditing Services for an additional three (3) years.

Analysis: The Auditors Office worked with GSA regarding their exemption request to competitive Bid/Proposal, which was approved May 11, 2020 (see attached memo and exemption request).

Noncompetitive acquisitions should be avoided to the greatest extent possible, however, due to the unique nature of this work the following was considered:

1. Competition Review: Reviewed all disadvantages and advantages of competition fairly.
2. Practicality: Expedites the procurement process.
3. Uniqueness: Smith and Newell have a unique understanding of County Auditing operations providing a significant benefit.
4. Availability: Smith and Newell continue to be available without interruption of service.
5. Cost effectiveness: Cost proposed by Smith and Newell maintains a reasonable market rate increase of 3% for the next fiscal year, 3% for 2021 and 2% for 2022. In addition, this proposed three (3) year extension in service eliminates the resources and expense of conducting another competitive procurement, training requirements for staff and clients, and conversion process providing an advantage to the taxpayers as the cost to extend services is marginal in comparison.

Alternatives: Issue RFP's for Auditing Services

Fiscal or Staffing Impacts: N/A

4/5ths vote: N/A

Recommendation(s): 1) Dispense with the formal RFP procedures and; 2) Approve the Addendum with Smith and Newell for auditing services in an amount not to exceed Two Hundred Four Thousand Six Hundred Eighty-Two Dollars and No cents (\$204,682.00) for the next three (3) years.

c: Chuck Iley, CAO
file

Attachments: Addendum to Agreement for Auditing Services
Memo from Auditor dated May 11, 2020
Exemption Request dated May 11, 2020



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL
&
DISCLOSURE STATEMENT

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

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

Requesting Department: 1200 Date of Request: 5/11/20

Contact Name: Tacy Oneto Rouen Phone: 363

Estimated Total Cost: \$ 204,682 (Total 3 year Contract)

Proposed Vendor: Smith and Newell Certified Public Accountants

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

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

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

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

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

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

INSTRUCTIONS

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

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section **3.08.260** and the use of another brand/model would require considerable time and funding to evaluate and change.
 - d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
 - e. The requested product is used or demonstration equipment available at a lower-than-new cost.
 - f. Repair/Maintenance service is available only from manufacturer or designated service representative.
 - g. Upgrade to or enhancement of existing software is available only from manufacturer.
 - h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
 - i. Other factors (provide detailed explanation in #2 below).
2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: See attached.
3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.
4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: Jay Onto Kiron 5/11/2020
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 5/11/2020
Procurement Officer / Date



TACY ONETO ROUEN, AUDITOR-CONTROLLER

EXEMPTION REQUEST JUSTIFICATION

DATE: MAY 11, 2020

TO: JON HOPKINS, GENERAL SERVICES ADMINISTRATION

FROM: TACY ONETO ROUEN *JOR*

SUBJECT: EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL FOR AUDITING SERVICES WRITTEN JUSTIFICATION

H. Service proposed by vendor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe the unique qualifications, rights, licenses, etc. this vendor possesses and the distinctive service to be provided.

We are respectfully requesting an exemption from a competitive bid/proposal for County Auditing Services, fiscal years ending June 30, 2020, June 30, 2021, and June 30, 2022. In April of 2017 the Auditor's Office went out for RFP and the contract was awarded to Smith and Newell CPA's. The firm has provided audit services for the past three fiscal years. Changing audit firms can be quite an adjustment for both the new auditor and auditee, and a major component of why we are requesting to remain in contract with our current auditing firm. It is common for counties to retain audit firms for a number of cycles for many reasons. Explaining the operations of the county, the internal control systems, and financial reports to the new auditor proves to be a very timely process. In addition to the time it took to update the new auditor about our practices and policies, we also created many new schedules and reconciliation spreadsheets to comply with the requests of the new auditing firm. Creating and learning new processes so frequently can be very difficult for staff which is why it is our hope to stay with Smith and Newell through this next contract cycle.

I. Other factors.

In specialized industries such as government, there is a limited number of firms that have the expertise that is needed to perform such audits. Back in 2017 when the county went out for RFP we had a total of four Audit firms' submit proposals. At the time, Smith and Newell had the most extensive experience auditing county governments, specifically with smaller counties like ours.

Other factors include:

1. Competition Review: Reviewed all disadvantages and advantages of competition fairly.
2. Practicality: Expedited the procurement process
3. Uniqueness: Smith and Newell have a unique understanding of County Auditing operations providing a significant benefit.
4. Availability: Smith and Newell continue to be available without interruption of service.
5. Cost Effectiveness: Cost proposed by Smith and Newell maintains a reasonable market rate increase of 3% for the next fiscal year, 3% for 2021 and 2% for 2022. In addition, this proposed three (3) year extension in services eliminates the resources and expense of conducting another competitive procurement, training requirements for staff and clients, and conversion process providing an advantage to the taxpayers as the cost to extend services is marginal in comparison.

ADDENDUM TO AGREEMENT FOR AUDITING SERVICES

THIS CONTRACT ADDENDUM for additional professional auditing services is entered into by and between the COUNTY OF AMADOR, herein referred to as "COUNTY", and Smith & Newell Certified Public Accountants, hereinafter referred to as "AUDITOR", this ___ day of _____, 2020, and affects Scope of Services Required of the original contract dated May 23, 2017 (copy attached).

WITNESSETH:

This contract is hereby amended as follows:

SCOPE OF WORK: AUDITOR shall audit the fiscal records of the County of Amador for the fiscal years ending June 30, 2020, June 30, 2021 and June 30, 2022 in accordance with the duties imposed upon it as set forth in the original contract, plus compliance with all new applicable standards issued since the date of the original contract.

COMPENSATION: COUNTY shall pay to AUDITOR for services described herein a sum not to exceed the following:

<u>Required Audit Services</u>	<u>2020 Maximum Fee</u>	<u>2021 Maximum Fee</u>	<u>2022 Maximum Fee</u>
County Annual Financial Report/ Management Report	\$ 49,830	\$ 51,075	\$ 52,096
Single Audit	10,857	11,420	11,646
Treasury Oversight Compliance	2,730	2,785	2,840
Conservator's Office Review	2,005	2,085	2,127
Proposition 111 (Appropriations Limit)	<u>1,035</u>	<u>1,065</u>	<u>1,086</u>
Grand Total	<u>\$ 66,457</u>	<u>\$ 68,430</u>	<u>\$ 69,795</u>

TERMS: The term of the original contract shall be extended until June 30, 2023 for the services contemplated in this contract addendum.

All other sections of this contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year herein first above written.

COUNTY OF AMADOR

SMITH & NEWELL CPAs

By _____

By  _____

**GREGORY GILLOTT,
AMADOR COUNTY COUNSEL**

**JENNIFER BURNS,
CLERK, BOARD OF SUPERVISORS**

By _____

By _____

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 26, 2020

SUBJECT

General Services Administration: 2nd Amendment for Aggression Replacement Therapy (ART) and 180 You-Turn Programs

Recommendation:

1) Dispense with the formal bidding procedures and; 2) Approve the attached Second Amendment with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Program services for an additional year utilizing the same annual budget (\$19,279.00 for ART and \$34,378.00 for 180 You-Turn Program) and scope of work used in FY 18/19 and FY 19/20

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Mark Bonini

ATTACHMENTS

- [Second Amendment and Dispense with RFP Memo to Board 5.14.20.pdf](#)
- [Nexus extension request ACPD 20.21.pdf](#)
- [Nexus Extension Letter FY 20-21.pdf](#)
- [Second Amendment with Nexus FY 20-21.pdf](#)



GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us

MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHop*

DATE: May 14, 2020

RE: 2nd Amendment for Aggression Replacement Therapy (ART) and 180 You-Turn Programs.

Please see the attached Memo from Mark Bonini, Chief Probation Officer, dated May 14, 2020. After reviewing all information Probation has justified an exception for expert or specialized professional services to contract with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Programs.

Non-competitive acquisitions should be avoided to the greatest extent possible, however, due to the unique and proprietary nature of this work the following was considered:

- A. Competition Review: Reviewed all disadvantages and advantages of competition fairly.
- B. Practicality: Using the same firm offers efficiencies and expedites the procurement process.
- C. Uniqueness: Nexus Youth & Family Services was the sole respondent for Aggression Replacement Therapy (ART) and 180 You-Turn Programs RFP in 2018 and has been the sole consultant for 2 years and therefore has the most experience with these programs;
- D. Availability: Nexus Youth & Family Services continue to be available without interruption of service.
- E. Cost-effectiveness: Staff has reviewed Nexus Youth & Family Services cost proposal and this firm has maintained their fee structure without increase for the last two (2) years. Additionally, eliminating the resources and expense of conducting another competitive procurement provides an advantage to the taxpayers as the cost to extend services is marginal in comparison.

GSA has reviewed the request to dispense with the formal RFP/Bid process with the Chief Probation Officer and recommends dispensing with a formal RFP/Bid procedure for the reason listed above.

Recommendation: 1) Dispense with the formal bidding procedures and; 2) Approve the attached Second Amendment with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Program services for an additional year utilizing the same annual budget (\$19,279.00 for ART and \$34,378.00 for 180 You-Turn Program) and scope of work used in FY 18/19 and FY 19/20.

Cc: Chuck Iley, CAO
file

Attachments: Chief of Probation's memorandum dated May 14, 2020
Second Amendment
Nexus's request for an extension dated April 29, 2020



4/29/2020

Mark Bonini, Chief Probation Officer
Amador County Probation Department
675 New York Ranch Rd.
Jackson, CA 95642

Dear Mr. Bonini,

Nexus Youth & Family Services would like to request an extension to the services agreement entered into on August 1, 2018 for the implementation of the Aggression Replacement Training and 180 You-Turn programs. We would like to extend the contract through June 30, 2021. We are not requesting any changes to the annual budgets or scopes of work incorporated into the original agreement.

Thank you for considering our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tara Parker", with a long horizontal flourish extending to the right.

Tara Parker
Director of Grants Administration


MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Chief Deputy Probation Officer

Memo

To: Jon Hopkins, Director of General Services

From: Mark J. Bonini, Chief Probation Officer 

CC: Nexus Contract File

Date: May 14, 2020

Re: Nexus Youth and Family Services Agreement – Second Amendment

The Probation Department is requesting to extend the services agreement to June 30, 2021 with Nexus Youth and Family Services (Nexus). Nexus is the contracted provider for the Aggression Replacement Therapy (ART) and 180 You-Turn Programs. Per the attached letter from Nexus dated April 29, 2020, the annual budgets and scope of work will remain the same as the original agreement entered into on August 1, 2018 and the first amendment dated July 9, 2019.

Please let me know if you have any questions, concerns, or need additional information.

SECOND AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY
AND NEXUS YOUTH AND FAMILY SERVICES

THIS SECOND AMENDMENT TO THE SERVICES AGREEMENT (this “Second Amendment”) is made as of July 1, 2020 by and between COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and Nexus Youth & Family Services, a California Non-Profit Organization (“Contractor”).

RECITALS

- A. County and Contractor executed an Agreement for Aggression Replacement Therapy (ART) and 180 You-Turn programs (the “Original Agreement”) dated August 1, 2018 whereby Contractor agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment dated July 9, 2019. The Original Agreement, as amended by the First Amendment, is referred to herein as the “Agreement.”

- B. County and Contractor desire to modify the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, the parties agree as follows:

- 1. Section 4 of the Agreement “TERM; EARLY TERMINATION OF AGREEMENT” is amended by changing Section 4 of the agreement to read as follows:

TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or until June 30, 2021 following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this agreement with or without cause on 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.

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

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

COUNTY OF AMADOR:

CONTRACTOR:

BY: _____
PATRICK CREW
Chairman, Board of Supervisors

BY: _____
TARA PARKER
Title: Director of Grants Administration

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 26, 2020

SUBJECT

General Services Administration: RFQ 19-28 Architectural Services for Library Renovations

Recommendation:

1) Approve the First Amendment to HGA's agreement to provide a Preliminary Architectural Report for the USDA Rural Development grant in an amount not to exceed \$6,000.00 and; 2) Authorize the Chairman to execute said amendment.

4/5 vote required:

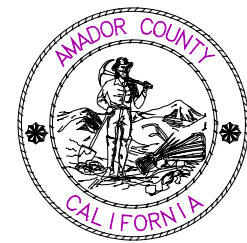
No

Distribution Instructions:

Jon Hopkins, Mark Olivarria, Laura Einstadter

ATTACHMENTS

- [RFQ 19-28 Library Architectural Services 1st Amendment memo 5.12.20.pdf](#)
- [HGA's Proposal for PAR Attachment A 5.11.20.pdf](#)
- [HGA First Amendment 5.12.20 Partially Executed.pdf](#)



GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us

SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: May 12, 2020

SUBJECT: RFQ 19-28 Architectural Services for Library Renovations

Background: As a result of the competitive RFP process on January 23, 2020 the County entered into an agreement with Hammel, Green and Abrahamson, Inc. (HGA) to provide architectural services for the library renovation project. In addition, staff was approved to apply for a USDA Rural Development grant in the amount of \$196K to help offset renovation costs. Staff has applied for this grant and recently discovered that a Preliminary Architectural Report (PAR) is required as part of the information to be given to USDA. This information was not listed in the Grant Application.

Subject or Key Issue: 1st Amendment with HGA for providing a PAR.

Analysis: A Preliminary Architectural Report (PAR) is required as part of the USDA Rural Development grant. Staff reached out to HGA to review the requirements and received a proposal from them to provide this report for an amount of \$6,000.00. Please see the attached proposal.

Alternatives: Do not provide a PAR

Fiscal or Staffing Impacts: If a PAR is not provided the County would not be considered for the \$196,000.00 dollars in USDA Rural Development grant funds. Current funding from one-time monies is available to pay for these additional services now.

4/5ths vote: N/A

Recommendation(s): 1) Approve the First Amendment to HGA's agreement to provide a Preliminary Architectural Report for the USDA Rural Development grant in an amount not to exceed \$6,000.00 and; 2) Authorize the Chairman to execute said amendment.

Attachments: Original Agreement
Amendment

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Danielle Whitaker, Purchasing Manager
Laura Einstadter, Librarian
Mark Olivarria, Facilities and Project Manager
file

Attachment A

HGA

1200 R Street, Suite 100 916.787.5100
Sacramento, CA 95811 HGA.COM

May 11, 2020

Writer's Direct Dial (916) 787-5121

Mr. Jon Hopkins
Amador County
12200-B Airport Road
Jackson, California 95642

Re: Additional Service Request #1
Library Renovation Project – 530 Sutter Street,
HGA Commission Number 4579-001-00

Dear Mr. Hopkins:

The purpose of this letter is to request Amador County (Owner) authorization for a fee increase to the Project referenced above in order to cover the Client's request for Additional Services.

SCOPE OF ADDITIONAL SERVICES

The Owner has requested Hammel, Green and Abrahamson, Inc. (HGA) to provide Additional Services to prepare a Preliminary Architectural Report. HGA will prepare a brief report that addresses the following items.

I. GENERAL INFORMATION

- A. Need for the Project
- B. Map Showing the Location of the Project
- C. Description of the Proposed Facility:
 - a) Square footage
 - b) New construction or rehabilitation
 - c) Type of construction (i.e. wood-frame, metal building, etc.)
 - d) Proposed Floor Plan (schematic)
 - e) Elevation Drawings (preliminary)
- D. Site Plan- show relationship of facility with adjacent streets and structures
- E. Photographs- asneeded

II. PLANNING/ZONING ISSUES

- A. Status for Obtaining Approval from the Planning Department- discuss if site is currently zoned for proposed use.
- B. Zoning Variance- discuss if one is required and status of the Conditional Use Permit.
- C. Discuss any Ingress/Egress, Set-Back, and Parking Issues.
- D. Environmental- discuss any environmental issues that may impact the project such as wetlands, historical, floodplain, etc.
- E. Availability of Utilities

III. LAND/EASEMENTS

- A. Land Acquisition status- if applicable
- B. Alternate Sites considered- if applicable
- C. Easements/Right-of Way Issues
- D. Suitability of Site for Project (i.e. slopes, soils, drainage, etc.)

IV. PERMIT/CODE REQUIREMENTS

- A. Required Permits- discuss status and any special code issues (essential services, etc.)
- B. Discuss Accessibility Compliance including compliance with the Architectural Barriers Act Accessibility Standards (ABAAS).
- C. Fire Hazard Severity Zone

V. COST ESTIMATE

- A. Detailed Construction Cost Estimate
- B. Discuss Potential Construction Problems that may impact cost.
- C. Total Project Cost Estimate- includes construction, architectural fees, permit costs, legal expenses, contingency, etc.

VI. PROJECT DELIVERY

- A. Describe the building procurement method and the process to select a Contractor
- B. Describe the Design team

VII. CONCLUSIONS AND RECOMMENDATIONS

COMPENSATION

Compensation to HGA for Additional Services set forth herein will be on an Hourly Rate basis per Appendix C of the Prime Agreement not to exceed **\$6,000.00**. No Reimbursable Expenses are being requested at this time.

If you find this fee acceptable, please prepare the contract amendment for signature. Please do not hesitate to give me a call.

Thank you for the opportunity to propose our services on this Project.

Sincerely,
HAMMEL GREEN AND ABRAHAMSON, INC.



Heather Kampa, Associate Vice President | Principal

cc: Angela O'Neill – HGA, Inc.

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY
AND HAMMEL, GREEN AND ABRAHAMSON INC.,
FOR PROFESSIONAL ARITECTURAL SERVICES**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT (this "First Amendment") is made as of May 11, 2020 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Hammel, Green and Abrahamson Inc., ("Consultant").

RECITALS

A. County and Consultant executed an Agreement For Professional Architectural Services (the "Original Agreement") dated January 23, 2020 whereby Consultant agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the "Agreement."

B. County and Consultant desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

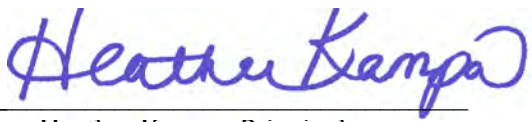
1. The Original Agreement is hereby amended to include the additional scope of services and is attached as Attachment A to this First Amendment and is added to the Original Agreement:
2. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY:

CONSULTANT:

BY: _____
Chairman, Board of Supervisors

BY: 
Heather Kampa, Principal

Federal I.D. No.: 41-0778838

APPROVED AS TO FORM:
GREG GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: May 26, 2020

SUBJECT

Updated contract with The ARC of Amador/Calaveras Counties for recycling services

Recommendation:

Approve new contract effective June 1, 2020 to May 31, 2022

4/5 vote required:

No

Distribution Instructions:

GSA/WM/County Counsel

ATTACHMENTS

- [ARC Agreement 2020 vBOS 05-26-20.pdf](#)
- [BOS Memorandum RE The ARC Contract Renewal 2020-22 05-26-20.pdf](#)

**AGREEMENT BETWEEN AMADOR COUNTY AND THE ARC
FOR SERVICING OF RECYCLE BINS**

THIS AGREEMENT FOR SERVICING OF RECYCLING BINS (this “Agreement”) is entered into as of _____, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and The Arc of Amador and Calaveras, a California non-profit corporation (“Contractor”).

RECITALS

A. County has received or will receive certain funds from the Department of Resources Recycling and Recovery (“CalRecycle”) of the State of California pursuant to Public Resources Code section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle’s City/County Payment Program, for use in furthering recycling efforts within Amador County.

B. Contractor provides staffing, transportation and equipment necessary to service recycling bins located in various locations by collecting recycled materials for delivery to processing facilities.

C. County desires to engage Contractor, and Contractor desires to be engaged by County, to service specified recycling bins in designated areas of Amador County, 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.** Contractor shall provide transportation, materials and personnel to service recycling bins for the collection aluminum cans, plastic bottles, and glass in accordance with the following conditions:
 - 1.1 Contractor shall weekly collect all materials from the County’s recycling bins (the “Bins”) and shall provide for and replace clean plastic bags for each Bin in the following locations (the “Sites”): Volcano Park, Pine Grove Elementary School, Pine Grove Park, Upcountry Community Center in Pine Grove, Amory Hall in Volcano, Pioneer Elementary School, County General Services Building, Gas Station located at County General Services, County Administration Building, and County Health and Human Services Building.
 - 1.2 Contractor shall maintain the areas immediately surrounding the bins free from debris.
 - 1.3 Contractor shall transport all materials collected to a processor for recycling, and shall properly deposit as refuse any collected material that is not recyclable.

1.4 Contractor shall obtain volume reports from each processor to which recycled materials are delivered, and shall submit such reports to County on a monthly basis.

2. CHANGES IN SCOPE OF SERVICES. Only the County Board of Supervisor has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation 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 has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or such designated members of the Board shall be null and void.
3. TERM, TERMINATION OF AGREEMENT. This Agreement shall terminate two years from the date of this Agreement unless extended by mutual agreement of the parties. County reserves the right to terminate, cancel, suspend, or abandon the execution of all or any part of the Work contemplated by this Agreement with or without cause on seven (7) 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.

This Agreement may also be immediately terminated by County upon written notice to Contractor in the event Contractor or any of its employees fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

4. COMPENSATION TO CONTRACTOR. County shall pay to Contractor the sum of \$42.00 per hour for its weekly servicing of the Sites, not to exceed \$84.00 per round trip once per week. In addition to any money received from County, Contractor shall be entitled to retain any monies received from the processor to which the recycled materials are delivered.
5. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

7. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
8. LICENSES, PERMITS, AND LEGAL AND REGULATORY COMPLIANCE. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
9. INSURANCE.
 - 11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
 - 9.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.
 - 9.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.
 - 9.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars \$1,000,000 per occurrence and Two Million Dollars \$2,000,000 annual

aggregate. If Professional Liability insurance is written on a claims made form, Consultant shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

9.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. In the event the insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

9.3 Certificates of insurance must include the following provisions:

9.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

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

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

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

9.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide

a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
11. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.
12. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Consultant has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by Consultant if disclosure is deemed by County to be required by law or by court order.
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. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/Policies> which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as Attachment A.

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

To Contractor: The Arc of Amador and Calaveras
 Attn: Karyn Gregorius, Executive Director
 75 Academy Drive
 Sutter Creek, CA 95685

To County: Amador County Waste Management
 810 Court Street
 Jackson, CA 94642

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

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

16. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

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.

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

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

COUNTY:

CONTRACTOR:

BY: _____
Jeff Gardner
Director of Solid Waste

BY: _____
Karyn Gregorius
Executive Director

Federal I.D. No.: 23-7312930

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONTRACTORS**

The undersigned, authorized signatory for _____ (the
“Contractor”), certifies as follows:

1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Seller's officers, subcontractors, and agents who perform Work pursuant to the Agreement to which this Attachment "A" is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: _____

Printed Name: _____

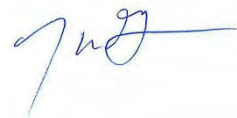
Signed: _____

Date: _____

Title: _____



MEMORANDUM

TO: Board of Supervisors
FROM: Jeff Gardner, Director of Solid Waste/Safety Coordinator 
DATE: May 26, 2020
SUBJECT: Contract Renewal with The ARC of Amador/Calaveras Counties

The Arc of Amador and Calaveras' mission is to provide support and services to persons with intellectual and developmental disabilities so they can better learn, work, live and recreate in the mainstream of life.

Since 1971, The Arc has been providing support and services to people with developmental disabilities. The Arc is a nonprofit membership corporation open to anyone with an interest in the welfare of individuals with developmental disabilities. The membership elects officers to serve on the Board of Directors each year.

In addition to the direct services The Arc provides to people in Amador and Calaveras counties, The Arc:

- Advocates for the development of new services
- Works cooperatively with regional, state, and national organizations to promote the welfare of individuals with developmental disabilities
- Plans to ensure the long-term availability of services for people with developmental disabilities
- Works to increase community awareness regarding the strengths and needs of people with developmental disabilities
- Works to enhance the health and wellness of the people served

The ARC is a local not-for-profit organization that has been working with the County for quite a while now. They provide transportation, materials and personnel to service recycling bins for the collection aluminum cans, plastic bottles, and glass in the unincorporated areas of the county. These include, Volcano Park, Pine Grove Elementary School, Pine Grove Park, Upcountry Community Center in Pine Grove, Amory Hall in Volcano, Pioneer Elementary School, County General Services Building, Gas Station located at County General Services, County Administration Building, and County Health and Human Services Building.

They maintain the areas immediately surrounding the recycling bins free from debris and transport all materials collected to a processor for recycling, while removing and properly disposing of any refuse and collected material that is not recyclable. They obtain volume reports from each processor to which recycled materials are delivered, and submit them to County on a monthly basis.

The County has maintained a very good working relationship with the ARC management and personnel for many years. Their programs provide many benefits to members of the community and they have been involved in recycling right from the start. I highly recommend renewal of this contract.

Funding is provided by the annual beverage container recycling grant program.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 26, 2020

SUBJECT

General Services Administration: Adjustment to Airport Budget FY 2019-20

Recommendation:

Approve the Budget Increase Request

4/5 vote required:

Yes

Distribution Instructions:

Jon Hopkins, Dave Sheppard, Tacy Oneto-Rouen

ATTACHMENTS


- [Airport Budget Increase Request Memo \(5.18.20\).pdf](#)
- [Budget Increase Request 5.18.20.pdf](#)

Amador County Airport



Location: 12380 Airport Road, Jackson, CA 95642
Mail: 12200-B Airport Road, Jackson, CA 95642
Phone: (209) 223-2376 **Fax:** (209) 223-0749 **E-mail:** dsheppard@amadorgov.org

SUMMARY MEMORANDUM

TO: Board of Supervisors
FROM: David Sheppard, Airport Manager 
DATE: May 18, 2020
RE: Adjustment to Airport Budget FY 2019-20

Background: During the 2017/18 Fiscal Year, the Amador County Airport accepted FAA Airport Improvement Program (AIP) grants for a Wildlife Hazard Assessment and an update to the Airport Layout Plan. During the development of the 2019/20 Airport Budget, it was projected that these two grants would be completed and all revenue and expenses would have occurred during the 2018/19 Fiscal Year. Due to delays in the review process of the documents developed under these two grants the revenue and expenses continued into the 2019/20 Fiscal Year.

Contractor expenses for these two projects totaled \$7,835.40. Reimbursements from the FAA totaled \$8,383.00. The reimbursements include airport staff time that is allowable under these grants.

Subject or Key Issue: Revenue line item 45630 and Expense line item 52393 did not include funds for the Airport Budget in FY 2019/20.

Analysis: To balance line items in the Airport Budget for FY 2019/20 increases to revenue and expense line items need to be completed.

Revenue: 45630 Federal Other increase by \$8,383.00
Expenses: 52393 Special Projects increase by \$7,219.10

Alternatives: N/A

Fiscal or Staffing Impacts: The FAA has reimbursed the County for the expenses. There are no additional fiscal or staffing impacts at this time.

4/5ths vote: Yes

Recommendation(s): Approve the Budget Increase Request.

cc: Chuck Iley, CAO
Jon Hopkins, GSA Director
file

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: _____

REQUESTED BY: _____

DEPARTMENT: _____

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$

REASON FOR THE REQUEST:

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

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

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER