

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. 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.

TO PARTICIPATE VIA ZOOM USE 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, October 25, 2022
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, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director
Employee Organization: All Units
Suggested Action: Discussion and possible action.

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

- 2.a. Lundgren v. Amador County, et al.; Amador County Superior Court, Case No. 22-CV-12835.
Suggested Action: Discussion and possible action.

- 2.b. Karen Gray v. County of Amador, Workers Compensation Claim No. 20182001004
Suggested Action: Discussion and possible action.

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

- 3.a. Initiation of litigation pursuant to Government Code 54956.9(d)(4)]
One Case
Suggested Action: Discussion and possible action.

4. CONFIDENTIAL MINUTES:

- 4.a. Confidential Minutes: Review and possible approval of the October 11, 2022 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. Public Health - Request for budget increase and approval to hire 1 full time limited term Registered Nurse
Suggested Action: Approve request as presented.
[IZ R2 R3 R4 Buget Increase and Nurse Memo.docx](#)
[Budget Increase for COVID IZ.pdf](#)
- 5.b. Building Department: Discussion and possible action relative to consideration of a proposed Ordinance adding Chapter 15.12 of the Amador County Code by setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.
Suggested Action: Waive the first reading of the proposed ordinance and calendar the item for adoption on consent at the November 8, 2022 meeting.
[Staff Report \(UPDATED\) 10.04.2022.docx](#)
[Checklist.pdf](#)
[EV Charging Station Ordinance for BOS.docx](#)

- 5.c. Minutes: Review and possible approval of the October 11, 2022 Regular Meeting Minutes.
Suggested Action: Approval.

6. PUBLIC HEARING: **10:30 A.M.**

- 6.a. Planning Department – Consideration of the Planning Commission’s recommendation to approve a Zone Change Application (ZC-22;3-1) for ACES waste Services, Inc. proposing a change from the X, Special Use Zoning District to LM, Light Manufacturing. The property is 3.6 acres, and has a General Plan Designation of TC, Town Center. APN: 030-140-067.
Suggested Action: 1) Certify the Negative Declaration as the Environmental Document for the Zone Change; 2) Adopt an Ordinance approving Zone Change ZC-22;3-1 from X, Special Use District to LM, Light Manufacturing District; 3) Adopt findings in staff report to support the above actions.
[SR_BOS ZC-22;3-1 Aces.docx](#)
[ZC Ord. ZC-22;3-1 Aces.doc](#)
[ND UP-21;7-1 ACES 2022.pdf](#)
[Application Packet Aces 2022.pdf](#)

7. 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).

- 7.a. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.
Suggested Action: Receive and File.
[Tree_Mortality \(1\).doc](#)
- 7.b. Building Department: Agreement to Limit Use of Agricultural Structure for AG222648-Espinoza/Madrigal
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".
[AG222648.Notorized Agreement.pdf](#)
[RESOLUTION.docx](#)
[APN Map.pdf](#)
- 7.c. Agreement for the Confinement of Amador County Jail Inmates at the Calaveras County Jail
Suggested Action: Approval of Agreement for the Confinement of Amador County Jail Inmates at the Calaveras County Jail
[HousingContractCalaveras.pdf](#)
- 7.d. Resolution Approving Authorized Officials for Grant Funding through the Federal Department of Homeland Security for the fiscal years of 2022, 2023 and 2024.
Suggested Action: Adopt the resolution.
[FY 22, 23, 24 BOS Agenda Item Report.doc](#)
[22,23,24 OES Grant_Resolution, HSGP, EMPG.doc](#)
- 7.e. Building Department-Limited Density Owner-Built Rural Dwelling / LD222849 - Newsom
Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".
[LD222849.Resolution.10.06.2022.docx](#)
[LD222849.Notorized Agreement.pdf](#)

- 7.f. 22-11 Amador County Culvert Replacements at Four Locations
Resolution of Acceptance
Final Agreement and Release of Claims
RD Morgan Construction, Inc.
Suggested Action: 1. Approve proposed Final Estimate;
2. Adopt resolution accepting the 22-11 Amador County Culvert Replacements at Four Locations as complete; 3. Authorize Chairman to sign Agreement and Release of Claims.
[22-11 Resolution of Acceptance.doc](#)
[2022-10-25_22-11_Contract Closeout.pdf](#)
[20283 Release of Claims .pdf](#)
[Estimate Verification_Culvert Replacement Projec_pp1.pdf](#)
- 7.g. Public Health - 5 year agreement between Amador Public Health and CA Department of Public Health Emergency Preparedness Office
Suggested Action: Approve agreement as presented
[ATF memo.doc](#)
[Resolution with CA Dept of PH for EP Program FY 2022-2027.doc](#)
[22-10638 Amador cdph1229 10.19.22.pdf](#)
[22-10638 Amador Exhibit F FTC 10.19.22.pdf](#)
[22-10638 CCC Form.pdf](#)
[22-10638 ols004 Form.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, NOVEMBER 08, 2022 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.), IN CONFERENCE ROOM C

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, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director

Employee Organization: All Units

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Lundgren v. Amador County, et al.; Amador County Superior Court, Case No. 22-CV-12835.

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Karen Gray v. County of Amador, Workers Compensation Claim No. 20182001004

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

Risk Manager, County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Initiation of litigation pursuant to Government Code 54956.9(d)(4)]

One Case

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Confidential Minutes: Review and possible approval of the October 11, 2022 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: October 25, 2022

SUBJECT

Public Health - Request for budget increase and approval to hire 1 full time limited term Registered Nurse

Recommendation:

Approve request as presented.

4/5 vote required:

Yes

Distribution Instructions:

Please send approved budget increase to Lindsey Clark, Kim Holland, Auditors Office. Please send approval for Nurse to Joanne Hasson, and Lisa Gaebe

ATTACHMENTS

- [IZ R2 R3 R4 Budget Increase and Nurse Memo.docx](#)
- [Budget Increase for COVID IZ.pdf](#)



Amador County Public Health Department

10877 Conductor Blvd. Suite #400
Sutter Creek, California 95685
Voice (209) 223-6407
Fax (209) 223-1562

MEMORANDUM

To: Board of Supervisors
From: Joanne Hasson
Date: October 25, 2022
Re: **Public Health Nurse & Budget Increase**

Public Health is requesting approval for a budget increase and to hire a full time limited term Registered Nurse to work within the Public Health Department. Amador Public Health has been awarded \$1,158,857 for fiscal years 2023 and 2024 for Coronavirus response and relief from the CA Department of Public Health Immunization Branch. We are requesting the Board of Supervisors approval to allow Public Health to increase our revenues and add this Registered Nurse position into our budget. We would like to begin the recruitment process immediately upon approval.

Staff Recommendation: Approve the budget increase and request to hire a Registered Nurse.

- 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

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Building Department: Discussion and possible action relative to consideration of a proposed Ordinance adding Chapter 15.12 of the Amador County Code by setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.

Recommendation:

Waive the first reading of the proposed ordinance and calendar the item for adoption on consent at the November 8, 2022 meeting.

4/5 vote required:

No

Distribution Instructions:

Building, County Counsel, File

ATTACHMENTS

- [Staff Report \(UPDATED\) 10.04.2022.docx](#)
- [Checklist.pdf](#)
- [EV Charging Station Ordinance for BOS.docx](#)



**AMADOR COUNTY
BUILDING DEPARTMENT**

County Administrative Center
810 Court Street
Jackson, California 95642
Telephone: (209) 223-6422
Facsimile: (209) 223-6637
Website: www.co.amador.ca.us

STAFF REPORT

Agency: Amador County Building Department
Staff Contact: Todd Barr, Amador County Chief Building Official
Meeting Date: October 11, 2022
Topic: Adopt an Ordinance adding Chapter 15.12 of the Amador County Code by setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.

Recommendation

Staff recommends that the Board of Supervisors:

Waive the reading of the proposed addition of Chapter 15.12 to the Amador county code to create procedures for expediting permitting processing for electric vehicle charging systems as required by Government Code Section 65850.7.

Background/ Analysis

Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850. 7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the County's Zoning Ordinance. Section 65850. 7 requires that the County's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research.

Assembly Bill 1236 (2015) also clarifies that a jurisdiction shall not condition approval of a permit for an electric vehicle charging station based on the approval of an association as defined in California Civil Code, Section 4080.

Fiscal Impact

There is no immediate financial impact or budget action necessary as a result of the recommended action.

Alternatives

None.

Attachments

- Proposed Ordinance
- EV Checklist



AMADOR COUNTY LAND USE AGENCY
BUILDING DEPARTMENT

HOTLINE: (209) 223-6423
WEBSITE: www.amadorgov.org
EMAIL: Building@amadorgov.org

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

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EV) as a supplement to the application for a building permit. This checklist contains the technical aspects of EV installation and is intended to help expedite the permitting and use for electric vehicle charging.

JOB ADDRESS: _____

___ Single-Family ___ Multi-Family (Apartment) ___ Multi-Family (Condominium)
___ Commercial (Single Business) ___ Commercial (Multi-Business) ___ Mixed-Use
___ Public Right-of-Way

Location and Number of EV to be installed:

___ Garage ___ Parking Level(s) ___ Parking Lot ___ Street Curb ___

Scope of Work: _____

EV Charging Level:

___ Level 1 (120V) ___ Level 2 (240V) ___ Level 3 (480V)
Maximum Rating of EV Service Equipment _____ kW Voltage ___ V
Manufacturer of EV: _____
Mounting: ___ Wall Mount ___ Pole/Pedestal Mount ___ Other (describe) _____

System Voltage:

___ 120/240V, 1φ, 3W ___ 120/208V, 3φ, 4W ___ 120/240V, 3φ, 4W ___ 277/480V 3φ, 4W
___ Other (describe) _____
Rating of Existing Main Electrical Service Equipment = _____ Amperes
Rating of Panel Supplying EV (if not directly from Main Service) = _____ Amps
Rating of Circuit for EV: _____ Amps / _____ Poles
AIC Rating of EV Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. (or verify w/Inspector in field)

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

Connected Load of Existing Panel Supplying EV = _____ Amps
Calculated Load of Existing Panel Supplying EV = _____ Amps
Demand Load of Existing Panel or Service Supplying EV = _____ Amps
(Provide Demand Load Reading from Electric Utility)
Total Load (Existing plus EV Load) = _____ Amps
EV Rating _____ Amps X 1.25 = _____ Amps = Minimum Ampacity of EV Conductor = # _____ AWG

For Single-Family:

Size of Existing Service Conductors = # _____ AWG or kcmil
-or- Size of Existing Feeder conductor Supplying EV Panel = # _____ AWG or kcmil (or Verify w/Inspector in field)

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR SETTING FORTH PROCEDURES FOR EXPEDITING PERMITTING PROCESSING FOR ELECTRIC VEHICLE CHARGING SYSTEMS

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

SECTION I. Recitals

WHEREAS, the State of California recently adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles.

SECTION II. Chapter 15.12 is hereby added to the Amador County Municipal Code as follows:

“Chapter 15.12

PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING SYSTEMS

Sections:

- 15.12.010 Purpose**
- 15.12.020 Expedited Permitting Process**
- 15.12.030 Association Approval**
- 15.12.040 Permit Application Processing**
- 15.12.050 Technical Review**
- 15.12.060 Inconsistent Provisions Repealed**

15.12.010 Purpose

The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

15.12.020 Expedited Permitting Process

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The County's adopted checklist shall be published on the County's website.

15.12.030 Association Approval

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.12.040 Permit Application Processing

A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County's adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the County. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

15.12.050 Technical Review

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the County may require the applicant to apply for a use permit.

15.12.060 Inconsistent Provisions Repealed

Any provision of the Amador County Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance."

SECTION III. A summary of this ordinance shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective thirty days after the date hereof.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the ____ day of _____ 2022, 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: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Minutes: Review and possible approval of the October 11, 2022 Regular Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: October 25, 2022

SUBJECT

Planning Department – Consideration of the Planning Commission’s recommendation to approve a Zone Change Application (ZC-22;3-1) for ACES waste Services, Inc. proposing a change from the X, Special Use Zoning District to LM, Light Manufacturing. The property is 3.6 acres, and has a General Plan Designation of TC, Town Center. APN: 030-140-067.

Recommendation:

- 1) Certify the Negative Declaration as the Environmental Document for the Zone Change;
- 2) Adopt an Ordinance approving Zone Change ZC-22;3-1 from X, Special Use District to LM, Light Manufacturing District;
- 3) Adopt findings in staff report to support the above actions.

4/5 vote required:

No

Distribution Instructions:

Planning, Solid Waste, Env. Health, Public Works

ATTACHMENTS

- [SR_BOS ZC-22;3-1 Aces.docx](#)
- [ZC Ord. ZC-22;3-1 Aces.doc](#)
- [ND UP-21;7-1 ACES 2022.pdf](#)
- [Application Packet Aces 2022.pdf](#)

**STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: October 25, 2022**

Planning Department – Consideration of the Planning Commission’s recommendation to approve a Zone Change Application ZC-22;3-1 proposing a change from the X, Special Use Zoning District to LM, Light Manufacturing. The property is 3.6 acres, and has a General Plan Designation of TC, Town Center. APN: 030-140-067.

Applicant: ACES Waste Services, Inc.
Supervisorial District: 3
Location: 19801 Berry St. Pine Grove, CA 95665

A. General Plan Designation: TC, Town Center

B. Present Zoning: X, Special Use District

C. Proposed Zoning: LM, Light Manufacturing

D. Acreage Involved: 3.6 acres

E. Background: This Zone Change request (ZC-22;3-1) was submitted in conjunction with ACES Waste Services’ request for a Use Permit Amendment (UP-22;3-3) to allow increased permitted tons per day and permitted trips per day, as follow:

- 1) Increased permitted tons per day (TPD) from 99 TPD to 150 TPD.
- 2) Increased permitted traffic from 125 incoming vehicles, and 5-10 outgoing hauling vehicles, to 170 incoming vehicles, and 15 outgoing hauling vehicles.

The zone change is requested because the current zoning of X, Special Use District, is not compatible with the General Plan land use designation of TC, Town Center.

F. Review and Recommendation(s): This project was reviewed by the Technical Advisory Committee (TAC) on **May 5, 2022** for completeness, and again on **June 3, 2022** for the preparation of conditions, completion of the CEQA Initial Study, and recommendations to the Planning Commission.

G. Planning Commission Action: On **September 13, 2022** the Planning Commission approved the Negative Declaration (ND) and the Use Permit Amendment subject to the conditions and findings included in the staff report, and recommended approval of the Zone Change to the Board of Supervisors.

H. Suggested Board Action:

- 1) Certify the Negative Declaration as the Environmental Document for the Zone Change;
- 2) Adopt an Ordinance approving Zone Change ZC-22;3-1 from X, Special Use District to LM, Light Manufacturing District;
- 3) Adopt findings below to support the above actions:

I. Findings:

1. The zone change is consistent with the Amador County General Plan land use designation of Town Center for the property;
2. Board of Supervisors’ approval of Zone Change ZC-22;3-1 is sanctioned by County Code Section 19.68, Amendments.
3. There are no project-specific significant, unmitigated effects which are peculiar to the project or its site.
4. The establishment, maintenance or operation of the by-right uses accompanying the zone change will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

5. On the basis of the administrative record presented, the Board of Supervisors find that there is no substantial evidence that the project will have a significant environment and that approval of the Negative Declaration included in the Staff Report reflects the Board's independent judgement and analysis.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING SECTIONAL ZONING DISTRICT MAP NO. N-203 PURSUANT TO SECTION 19.20.020 OF THE AMADOR COUNTY CODE BY REZONING CERTAIN REAL PROPERTY FROM THE X, SPECIAL USE DISTRICT TO THE LM, LIGHT MANUFACTURING DISTRICT.

The Board of Supervisors of the County of Amador, State of California, do ordain:

SECTION I. Recitals of Fact.

WHEREAS, Chapter 19.68 (Amendments) of the Amador County Code provides for a procedure to amend Title 19 (Zoning) or to rezone property in Amador County; and

WHEREAS, rezoning requires an ordinance amending Sectional Zoning District Maps established in accordance with Section 19.20.020 of Title 19 (Zoning); and

WHEREAS, all notices and public hearings mandated by the State Planning Law and Title 19 (Zoning) of the Amador County Code have been adhered to by the Amador County Planning Commission and Board of Supervisors; and

WHEREAS, the Board of Supervisors adopts this ordinance with the findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare require such an amendment.

SECTION II. Section 19.20.020 of the Amador County Code is amended by amending Sectional Zoning District Map No.N-203 (Zone Change ZC-22;3-1) to change the zoning from the X, Special Use District to the LM, Light Manufacturing District, on that certain real property being approximately 3.6 acres located at 19801 Berry St., Pine Grove, CA 95665, and specifically described in Exhibit A, which is attached hereto.

SECTION III. This ordinance or a summary thereof shall be published in the manner prescribed in Government Code Section 25124 and shall become effective upon adoption of the Ordinance for the zone change on the subject parcel thirty days after the date hereof, whichever period is greater.

The foregoing ordinance was duly passed and adopted at a regular session of the Board of Supervisors of the County of Amador, held on the 25th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Richard Forster
CHAIR, Board of Supervisors

ATTEST:

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

By _____

(ORDINANCE NO. XXXX)

(XX/XX/XX)

“EXHIBIT A”
LEGAL DESCRIPTION

The “Real Property” located in Amador County, State of California:

All that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, T.7N, R. 12 E., M.D.B. & M. shown as designated at “Adjusted Galli, 3.6 Ac” on “Record of Survey for Boundary Line Adjustment for Larry Galli, et al,” filed for record May 26, 1987 in Book 41 of Maps and Plats page 58, Records of Amador County.

(APN: 030-140-067)

**NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

PROJECT: Use Permit Amendment UP-22;3-3 and Zone Change ZC-22;3-1 ACES Waste Services, Inc., 2022 Amendment

LEAD AGENCY: Amador County Planning Department

PROJECT LOCATION: 19801 Berry St. Pine Grove, CA 95665

PROJECT DESCRIPTION: ACES Waste Services, Inc. Use Permit Amendment (UP-22;3-3) for the Pine Grove Transfer Station, requesting increased permitted Tons per Day and Permitted Daily Traffic, in conjunction with Zone Change Application ZC-22;3-1 proposing a change from the X, Special Use Zoning District to LM, Light Manufacturing. The property is 3.6 acres, and has a General Plan Designation of TC, Town Center. APN: 030-140-067.

Proposed Changes to the Use Permit Permissions are as follow:

- 1) Increased permitted tons per day (TPD) from 99 TPD to 150 TPD.
- 2) Increased permitted traffic from 125 incoming vehicles, and 5-10 outgoing hauling vehicles, to 170 incoming vehicles, and 15 outgoing hauling vehicles.

PUBLIC HEARING: The Amador County Planning Commission conducted a public hearing on the Use Permit on September 13, 2022 at 7:00 p.m. in the Board Chambers of the County Administration Center, 810 Court Street, Jackson, CA, 95642. The Amador County Board of Supervisors conducted a public hearing on the Zone Change on September October 25, 2022 at 10:30 a.m. in the Board Chambers of the County Administration Center, 810 Court Street, Jackson, CA, 95642.

PROJECT FINDINGS:

1. The project, as proposed, is consistent with the Amador County General Plan and proposed zoning district at this location, including County Code Section 19.24.043 LM light manufacturing district.
2. The Planning Commission's recommended approval of this Use Permit is sanctioned by Amador County Code Section 19.56.040, and said approval is contingent on the permittee's adherence to County Code Chapter 19.56 Use Permits.
3. There are no project-specific, significant, unmitigated effects which are peculiar to the project or its site.
4. The establishment, maintenance or operation of the use or building applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.
5. On the basis of the administrative record presented, the Planning Commission and Board of Supervisors find that there is no substantial evidence that the project will have a significant environment and that the Negative Declaration included in the Staff Report reflects the Commission and Board's independent judgement and analysis.

PREPARATION OF STUDY: The CEQA Initial Study and project information is on file with the Amador County Planning Department, 810 Court Street, Jackson, CA 95642; (209)223-6380; File No. UP-22;3-3 Aces Waste 2022 Amendment and ZC-22;3-1.

Chairperson
Amador County Planning Commission

Date:

File No. _____

Posted On _____

Posting Removed _____



March 29, 2022

Amador County Planning Department County Administration Center
810 Court Street
Jackson, CA 95642-2132

RE: Application for Zone Change, Pine Grove Public Transfer Station, 19801 Berry Street, Pine Grove, CA 95665, APN 030140067000 (30-14-67)

ACES Waste Services, Inc. (ACES) is submitting the enclosed Application for Zone Change for the existing Pine Grove Public Transfer Station (PGPTS) located at 19801 Berry Street, Pine Grove, CA 95665, [APN 030140067000 (30-14-67)]. The requested zone change is described below:

- Zone Change from X (Special Use) to LM (Light Manufacturing).

Reason for Change

The PGPTS is an existing solid waste transfer station. The Amador County Planning Department has advised ACES that the current zoning designation for the facility parcel, X (Special Use) is incompatible with the current General Plan designation, TC (Town Center). Therefore, ACES is submitting this Zone Change Application. The Amador County Planning Department has indicated that the LM (Light Manufacturing) zoning designation is compatible with the General Plan designation.

The PGPTS is compatible with the objectives for the Pine Grove Town Center, as stated in the Amador County General Plan, in the following ways:

- Since the transfer station parcel fronts on Berry Street, and the transfer station is set back from Berry Street, it does not conflict with the objective of constructing new buildings in the Town Center closer to SR (State Route) 88, with the front of the buildings facing SR 88.
- Residents in low density, rural areas frequently prefer to "self-haul" their recyclable materials and solid wastes to facilities like the PGPTS (as opposed to having "garbage collection service"), frequently combining such trips with other errands. Therefore, the PGPTS is compatible with the Town Center objective of "offering a central site where services will be available to upcountry residents." (As noted above, the PGPTS can provide this service without conflicting with the desired overall appearance and function of properties fronting on SR 88.)

Additional Information

In addition, ACES is applying concurrently for a Use Permit Amendment for the following changes to the facility's Use Permit:

- Increase permitted tons per day (TPD) from 99 TPD to 150 TPD.
- Increase permitted traffic from 125 incoming vehicles and 5 to 10 outgoing vehicles to 175 incoming vehicles and 15 outgoing vehicles.

ACES is submitting the application for this Use Permit Amendment separately from (but concurrently with) with this Zone Change Application.

If you have any questions concerning this matter, please contact either me, or our consultant, Mr. Evan Edgar at (916) 444-5345 at evan@edgarinc.org. Evan Edgar is our authorized agent on this application process.

Very truly yours.



Paul Molinelli, Sr.



PLANNING DEPARTMENT
Community Development Agency

County Administration Center
 810 Court Street • Jackson, CA 95642-2132
 Telephone: (209) 223-6380
 Website: www.amadorgov.org
 E-mail: planning@amadorgov.org

APPLICATION PROCEDURE FOR USE PERMIT

A Public Hearing before the Planning Commission will be scheduled after the following information has been completed and submitted to the Planning Department Office:



1. Complete the following:

Name of Applicant ACES Waste Services, Inc.

Mailing Address 6500 Buena Vista Road, Ione, CA 95640

Phone Number 209-274-2237

Assessor Parcel Number 03014006700 (30-14-67)

Use Permit Applied For:

- Private Academic School
- Private Nonprofit Recreational Facility
- Public Building and Use(s)
- Airport, Heliport
- Cemetery
- Radio, Television Transmission Tower
- Club, Lodge, Fraternal Organization
- Dump, Garbage Disposal Site
- Church Amend Use Permit to increase permitted tons per day (99 TPD to 150 TPD) & permitted traffic per day (125 incoming & 5-10 outgoing to 175 incoming & 15 outgoing at existing transfer station.
- OTHER day (125 incoming & 5-10 outgoing to 175 incoming & 15 outgoing at existing transfer station.



2. Attach a letter explaining the purpose and need for the Use Permit.



3. Attach a copy of the deed of the property (can be obtained from the County Recorder's Office).



N/A. 4. If Applicant is not the property owner, a consent letter must be attached.



5. Assessor Plat Map (can be obtained from the County Surveyor's Office).



6. Plot Plan (no larger than 11" X 17") of parcel showing location of request in relation to property lines, road easements, other structures, etc. (see Plot Plan Guidelines). Larger map(s) or plans may be submitted if a photo reduction is provided for notices, Staff Reports, etc. The need is for easy, mass reproduction.



7. Planning Department Filing Fee: \$ 1,709.00 (Use Permit Amendment + CEQAIS +Recording Fee)



Environmental Health Review Fee: \$ 240.00



Public Works Agency Review Fee: \$ 500.00 (deposit - Actual fee based on staff time.)



Amador Fire Protection District Fee: \$ 176.00



8. Complete an Environmental Information Form.



9. Sign Indemnification Form.

ENVIRONMENTAL INFORMATION FORM

To be completed by applicant; use additional sheets as necessary.
Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: Use Permit Amendment Application, Pine Grove Public Transfer Station, Increase Permitted Tons per Day and Permitted Traffic per day.

Date Filed: _____ File No. _____

Applicant/

Developer ACES Waste Services, Inc. Landowner ACES Waste Services, Inc.

Address 6500 Buena Vista Rd., Lone, CA 95640 Address 6500 Buena Vista Rd., Lone, CA 95640

Phone No. 209-274-2237 Phone No. 209-274-2237

Assessor Parcel Number(s) 030140067000 (30-14-67)

Existing Zoning District X - Special Use

Existing General Plan TC (Town Center)

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies Revised Solid Waste Facility Permit, Issued by Amador County Environmental Health & Concurred by CalRecycle

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

ADDITIONAL INFORMATION Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

YES NO

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Change in scenic views or vistas from existing residential areas, public lands, or roads. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. Change in pattern, scale, or character of general area of project. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Significant amounts of solid waste or litter. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Change in dust, ash, smoke, fumes, or odors in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. Substantial change in existing noise or vibration levels in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Site on filled land or has slopes of 10 percent or more. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 28. Does this project have a relationship to a larger project or series of projects? |

ENVIRONMENTAL SETTING

29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).
30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).
31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 3/29/2022


 (Signature)
 For ACES Waste Services, Inc.

ENVIRONMENTAL INFORMATION FORM

Supplemental Information

Pine Grove Public Transfer Station Use Permit Amendment Application and Zone Change Application

**ACES Waste Services, Inc.
December 2021**

This document provides the following information required for the Environmental Information Form for the Use Permit Application and the associated Zone Change Application for the Pine Grove Public Transfer Station Use Permit Amendment Application to Increase the Permitted Tons per Day and Permitted Traffic per Day and the associated Zone Change Application to change the zoning for the transfer station parcel from X (Special) to LM (Light Manufacturing).

- Written Project Description.
- Item 29 – Existing Project Site Description.
- Item 30 – Surrounding Properties Description.
- Item 31 – Known Mine Shafts, Tunnels, Air Shafts, Open Hazardous Excavations, etc., Description.

Written Project Description

ACES Waste Services, Inc., (ACES) is applying for a Use Permit Amendment to increase the permitted daily tonnage and permitted daily traffic at the existing Pine Grove Public Transfer Station (PGPTS) at 19801 Berry Street, Pine Grove, California 95665, as shown below:

- Increase permitted daily tonnage from 99 tons per day to 150 tons per day.
- Increase permitted daily traffic from 125 incoming and 5 – 10 outgoing vehicles per day to 175 incoming and 15 outgoing per day.

The proposed change is only an operational change, and there will be no new construction or other changes at the transfer station.

Proper management of recyclable materials and solid wastes, as provided by the PGPTS, are essential public health services. (Management of recyclable materials and solid wastes were designated as essential services during the recent “COVID 19 Shutdown”.) ACES wishes to increase the permitted daily tonnage and permitted daily traffic at the transfer station to accommodate growth within the area served by the facility. Without these changes, the following impacts to the community are likely:

- ACES will have to close the transfer station early (before the stated closing time).

- Residents expecting to drop off recyclable materials, or dispose of solid waste, at the transfer station will find the transfer station closed.
- Residents who find the transfer station closed will be forced to respond in one of the following manners:
 - Return another day - this would result in additional traffic trips in the area, with the associated environmental impacts.
 - Drive to the Western Amador Recycling Facility in Buena Vista (For upcountry residents this results in a 40-to-50-mile round trip.), with the associated added traffic on County roads and associated environmental impacts.
 - Residents might even resort to illegal dumping and leave their solid waste in secluded areas within the County, with the associated negative impacts to the community.

As indicated above, ACES wishes to prevent these negative impacts to the community by increasing the permitted tons per day and permitted vehicles per day at PGPTS. The existing transfer station can accommodate these increases, and no other changes at the facility are necessary.

In addition, the Amador County Planning Department has advised ACES that the current zoning designation for the facility parcel, X (Special Use) is incompatible with the current General Plan designation, TC (Town Center). Therefore, ACES is submitting a Zone Change Application concurrent with the Use Permit Amendment Application. The Amador County Planning Department has indicated that the LM (Light Manufacturing) zoning designation is compatible with the General Plan designation.

The PGPTS is compatible with the objectives for the Pine Grove Town Center, as stated in the Amador County General Plan, in the following ways:

- Since the transfer station parcel fronts on Berry Street, and the transfer station is set back from Berry Street, it does not conflict with the objective of constructing new buildings in the Town Center closer to SR (State Route) 88, with the front of the buildings facing SR 88.
- Residents in low density, rural areas frequently prefer to “self-haul” their recyclable materials and solid wastes to facilities like the PGPTS (as opposed to having “garbage collection service”), frequently combining such trips with other errands. Therefore, the PGPTS is compatible with the Town Center objective of “offering a central site where services will be available to upcountry residents.” (As noted above, the PGPTS can provide this service without conflicting with the desired overall appearance and function of properties fronting on SR 88.)

Item 29 – Existing Project Site Description

The existing project site is an existing recycling facility and solid waste transfer station. No construction, or physical changes are proposed as part of this project.

Item 30 – Surrounding Properties Description

As described in the Amador County General Plan, surrounding properties in the Pine Grove Town Center area include commercial uses, some low density residential, some public uses, and some light industrial businesses. Since the PGPTS is an existing facility, and no physical changes are proposed as part of this project, impacts to surrounding properties will likely be minimal. In addition, as noted above, a major objective of the project is to prevent adverse impacts in the area that will likely result if residents arrive at the facility on days when it has closed early due to reaching the current permit limits.

Item 31 – Known Mine Shafts, Tunnels, Air Shafts, Open Hazardous Excavations, etc., Description

None of these features are known to be present on the PGPTS parcel.

INDEMNIFICATION

Use Permit Amendment Application, Pine Grove Public Transfer Station, Increase Permitted Tons
Project: per Day and Permitted Traffic per Day

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.

3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

Applicant:

3/29/22
Signature

Owner (if different than Applicant):


Signature



PLANNING DEPARTMENT

APPLICATION FOR ZONE CHANGE

Application for a zoning change shall include the following:

- 1. A. Name of Property Owner ACES Waste Services, Inc.
Mailing Address 6500 Buena Vista Rd.
lone, CA 95640
Phone Number 209-274-2237
B. Name of Applicant ACES Waste Services, Inc.
Mailing Address 6500 Buena Vista Rd.
lone, CA 95640
Phone Number 209-274-2237
C. Name of Representative Paul Molinelli Jr.
Mailing Address 6500 Buena Vista Rd.
lone, CA 95640
Phone Number 209-274-2237

- 2. Assessor Parcel Number(s) 030140067000 (30-14-67)
3. Letter of application explaining purpose of request, description of proposed uses, and other pertinent information. Note: It is to your benefit to be as specific as possible with your application information.
4. Letter of authorization if landowner is being represented by another party.
5. Submit a plot plan of parcel showing location of project in relation to property lines and any existing structures/improvements (roads, parking areas, etc.) on the property as well as all proposed structures/improvements (may wish to make separate maps). NOTE: An Assessor Plat Map can be obtained from the Surveying and Engineering Department (810 Court Street, Jackson, CA) for the purpose of aiding in drawing of the plot plan.
6. Copy of deed(s) to property.
7. Completed Environmental Information Form and Indemnification Agreement.
8. Filing fee of \$1,901 (see attached schedule of fees).
9. Application Form to be signed at the time of project presentation in the Planning Department.

ENVIRONMENTAL INFORMATION FORM

To be completed by applicant; use additional sheets as necessary.
Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: Zone Change Application, Pine Grove Public Transfer Station, X (Special Use) to LM (Light Manufacturing)

Date Filed: _____ File No. _____

Applicant/

Developer ACES Waste Services, Inc. Landowner ACES Waste Services, Inc.

Address 6500 Buena Vista Road, Ione, CA 95640 Address 6500 Buena Vista Road, Ione, CA 95640

Phone No. 209-274-2237 Phone No. 209-274-2237

Assessor Parcel Number(s) 030140067000 (30-14-67)

Existing Zoning District X (Special Use)

Existing General Plan TC (Town Center)

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies Revised Solid Waste Facility Permit Issued by Amador County Environmental Health & Concurred by CalRecycle

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

ADDITIONAL INFORMATION Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

YES NO

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Change in scenic views or vistas from existing residential areas, public lands, or roads. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. Change in pattern, scale, or character of general area of project. |
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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. Substantial change in existing noise or vibration levels in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Site on filled land or has slopes of 10 percent or more. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 28. Does this project have a relationship to a larger project or series of projects? |

ENVIRONMENTAL SETTING

29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).
30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).
31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 3/28/22


 (Signature)
 For ACES Waste Services, Inc.

ENVIRONMENTAL INFORMATION FORM
Supplemental Information

Pine Grove Public Transfer Station
Use Permit Amendment Application and Zone Change Application

ACES Waste Services, Inc.
December 2021

This document provides the following information required for the Environmental Information Form for the Use Permit Application and the associated Zone Change Application for the Pine Grove Public Transfer Station Use Permit Amendment Application to Increase the Permitted Tons per Day and Permitted Traffic per Day and the associated Zone Change Application to change the zoning for the transfer station parcel from X (Special) to LM (Light Manufacturing).

- Written Project Description.
- Item 29 – Existing Project Site Description.
- Item 30 – Surrounding Properties Description.
- Item 31 – Known Mine Shafts, Tunnels, Air Shafts, Open Hazardous Excavations, etc., Description.

Written Project Description

ACES Waste Services, Inc., (ACES) is applying for a Use Permit Amendment to increase the permitted daily tonnage and permitted daily traffic at the existing Pine Grove Public Transfer Station (PGPTS) at 19801 Berry Street, Pine Grove, California 95665, as shown below:

- Increase permitted daily tonnage from 99 tons per day to 150 tons per day.
- Increase permitted daily traffic from 125 incoming and 5 – 10 outgoing vehicles per day to 175 incoming and 15 outgoing per day.

The proposed change is only an operational change, and there will be no new construction or other changes at the transfer station.

Proper management of recyclable materials and solid wastes, as provided by the PGPTS, are essential public health services. (Management of recyclable materials and solid wastes were designated as essential services during the recent “COVID 19 Shutdown”.) ACES wishes to increase the permitted daily tonnage and permitted daily traffic at the transfer station to accommodate growth within the area served by the facility. Without these changes, the following impacts to the community are likely:

- ACES will have to close the transfer station early (before the stated closing time).

- Residents expecting to drop off recyclable materials, or dispose of solid waste, at the transfer station will find the transfer station closed.
- Residents who find the transfer station closed will be forced to respond in one of the following manners:
 - Return another day - this would result in additional traffic trips in the area, with the associated environmental impacts.
 - Drive to the Western Amador Recycling Facility in Buena Vista (For upcountry residents this results in a 40-to-50-mile round trip.), with the associated added traffic on County roads and associated environmental impacts.
 - Residents might even resort to illegal dumping and leave their solid waste in secluded areas within the County, with the associated negative impacts to the community.

As indicated above, ACES wishes to prevent these negative impacts to the community by increasing the permitted tons per day and permitted vehicles per day at PGPTS. The existing transfer station can accommodate these increases, and no other changes at the facility are necessary.

In addition, the Amador County Planning Department has advised ACES that the current zoning designation for the facility parcel, X (Special Use) is incompatible with the current General Plan designation, TC (Town Center). Therefore, ACES is submitting a Zone Change Application concurrent with the Use Permit Amendment Application. The Amador County Planning Department has indicated that the LM (Light Manufacturing) zoning designation is compatible with the General Plan designation.

The PGPTS is compatible with the objectives for the Pine Grove Town Center, as stated in the Amador County General Plan, in the following ways:

- Since the transfer station parcel fronts on Berry Street, and the transfer station is set back from Berry Street, it does not conflict with the objective of constructing new buildings in the Town Center closer to SR (State Route) 88, with the front of the buildings facing SR 88.
- Residents in low density, rural areas frequently prefer to “self-haul” their recyclable materials and solid wastes to facilities like the PGPTS (as opposed to having “garbage collection service”), frequently combining such trips with other errands. Therefore, the PGPTS is compatible with the Town Center objective of “offering a central site where services will be available to upcountry residents.” (As noted above, the PGPTS can provide this service without conflicting with the desired overall appearance and function of properties fronting on SR 88.)

Item 29 – Existing Project Site Description

The existing project site is an existing recycling facility and solid waste transfer station. No construction, or physical changes are proposed as part of this project.

Item 30 – Surrounding Properties Description

As described in the Amador County General Plan, surrounding properties in the Pine Grove Town Center area include commercial uses, some low density residential, some public uses, and some light industrial businesses. Since the PGPTS is an existing facility, and no physical changes are proposed as part of this project, impacts to surrounding properties will likely be minimal. In addition, as noted above, a major objective of the project is to prevent adverse impacts in the area that will likely result if residents arrive at the facility on days when it has closed early due to reaching the current permit limits.

Item 31 – Known Mine Shafts, Tunnels, Air Shafts, Open Hazardous Excavations, etc., Description

None of these features are known to be present on the PGPTS parcel.

INDEMNIFICATION

Project: Zone Change Application, Pine Grove Public Transfer Station, X (Special Use) to LM (Light Manufacturing)

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.
3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

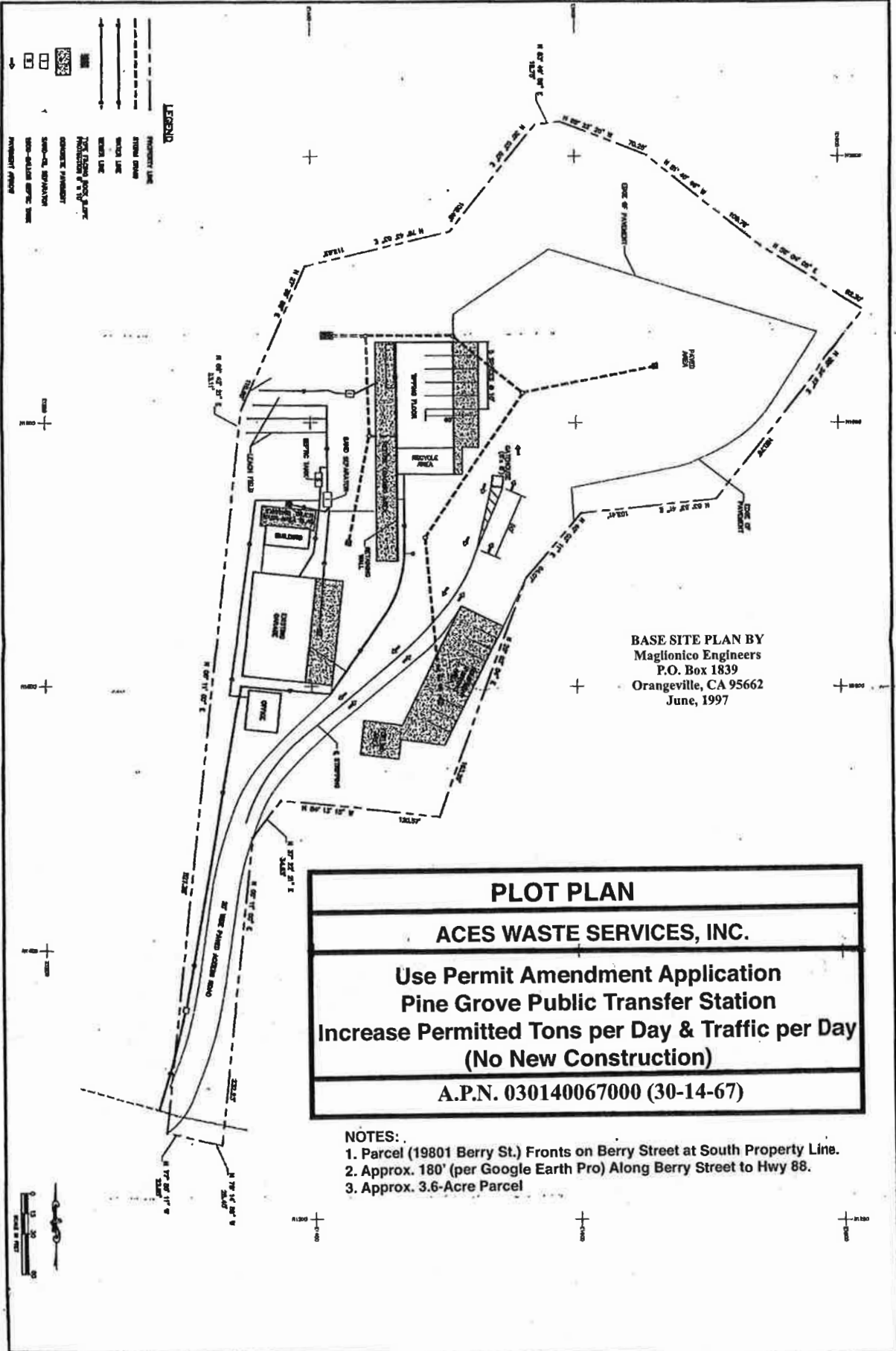
IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

Applicant:

3/29/22
Signature

Owner (if different than Applicant):


Signature

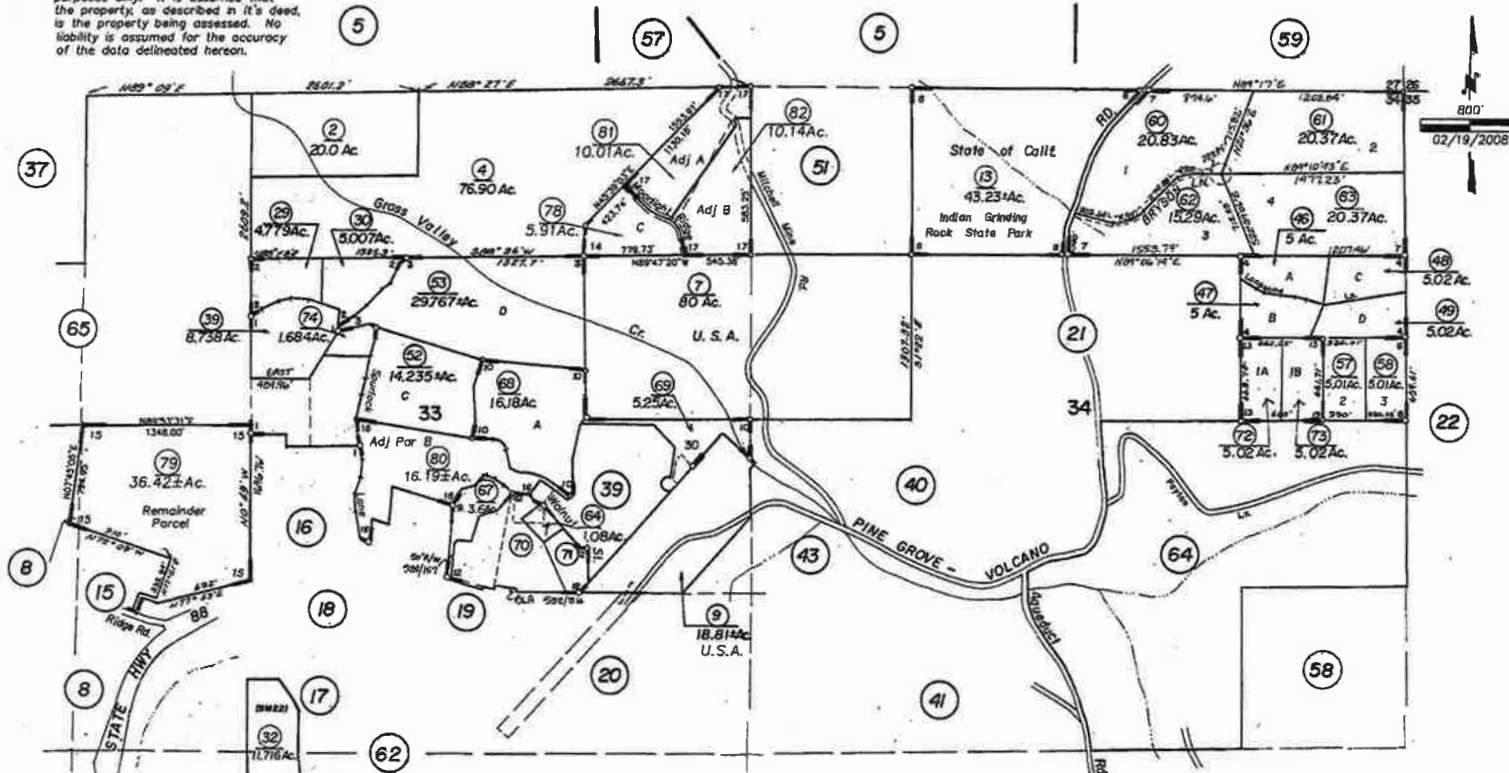


BASE SITE PLAN BY
 Maglionico Engineers
 P.O. Box 1839
 Orangeville, CA 95662
 June, 1997

PLOT PLAN
ACES WASTE SERVICES, INC.
 Use Permit Amendment Application
 Pine Grove Public Transfer Station
 Increase Permitted Tons per Day & Traffic per Day
 (No New Construction)
 A.P.N. 030140067000 (30-14-67)

- NOTES:**
1. Parcel (19801 Berry St.) Fronts on Berry Street at South Property Line.
 2. Approx. 180' (per Google Earth Pro) Along Berry Street to Hwy 88.
 3. Approx. 3.6-Acre Parcel

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



Map changes become effective with the 2008-2009 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

- R.M. Bk. 4, Pg. 69
- 1- R.M. Bk. 4, Pg. 75
- R.M. Bk. 8, Pg. 22
- 2- R.M. Bk. 8, Pg. 49
- 3- R.M. Bk. 15, Pg. 32
- R.M. Bk. 16, Pg. 5
- R.M. Bk. 21, Pg. 28
- 4- R.M. Bk. 22, Pg. 19

- 5- R.M. Bk. 23, Pg. 29
- 6- R.M. Bk. 32, Pg. 72
- 7- R.M. Bk. 40, Pg. 1
- P.M. Bk. 9, Pg. 13
- 8- R.M. Bk. 41, Pg. 27
- 9- R.M. Bk. 41, Pg. 58
- 10- R.M. Bk. 42, Pg. 8
- 11- R.M. Bk. 43, Pg. 18 (10/27/88)
- 12- R.M. Bk. 43, Pg. 20 (11/7/88)
- 13- P.M. Bk. 44, Pg. 38 (12/8/88)

- 14- R.M. Bk. 48, Pg. 65 (12/2/94)
- 15- R.M. Bk. 55, Pg. 99 (11/12/2003)
- 16- R.M. Bk. 60, Pg. 14 (10/16/2007)
- 17- R.M. Bk. 60, Pg. 28 (12/10/2007)

Assessor's Map Bk. 30, Pg. 14
County of Amador, Calif.

Property Detail

Amador, CA JAMES B. ROONEY, ASSESSOR

Parcel # (APN): **030-140-067-000**Use Description: **INDUSTRIAL**Parcel Status: **ACTIVE**Owner Name: **ACES WASTE SERVICES INC**Mailing Address: **6500 BUENA VISTA RD IONE CA 95640-9443**Situs Address: **19801 BERRY ST PINE GROVE CA 95665**

Legal

Description: **POR S33T7NR12E 3.6 AC****ASSESSMENT**Total Value: **\$709,800**Use Code: **II**

Zoning:

Land Value: **\$245,700**Tax Rate Area: **052011**Census Tract: **4.02/**Impr Value: **\$464,100**Year Assd: **2021**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **65%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:	11/05/1993			11/23/2009
Recorded Doc #:	1993R011715			2009R009516
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICSLot Acres: **3.600**Year Built: **1952**

Fireplace:

Lot SqFt: **156,816**Effective Yr: **1952**

A/C:

Bldg/Liv Area: **3,200**

Heating:

Units:

Total Rooms:

Pool:

Buildings:

Bedrooms:

Stories:

Baths (Full):

Park Type:

Style:

Baths (Half):

Spaces:

Construct:

Site Infince:

Quality:

Garage SqFt:

Building Class:

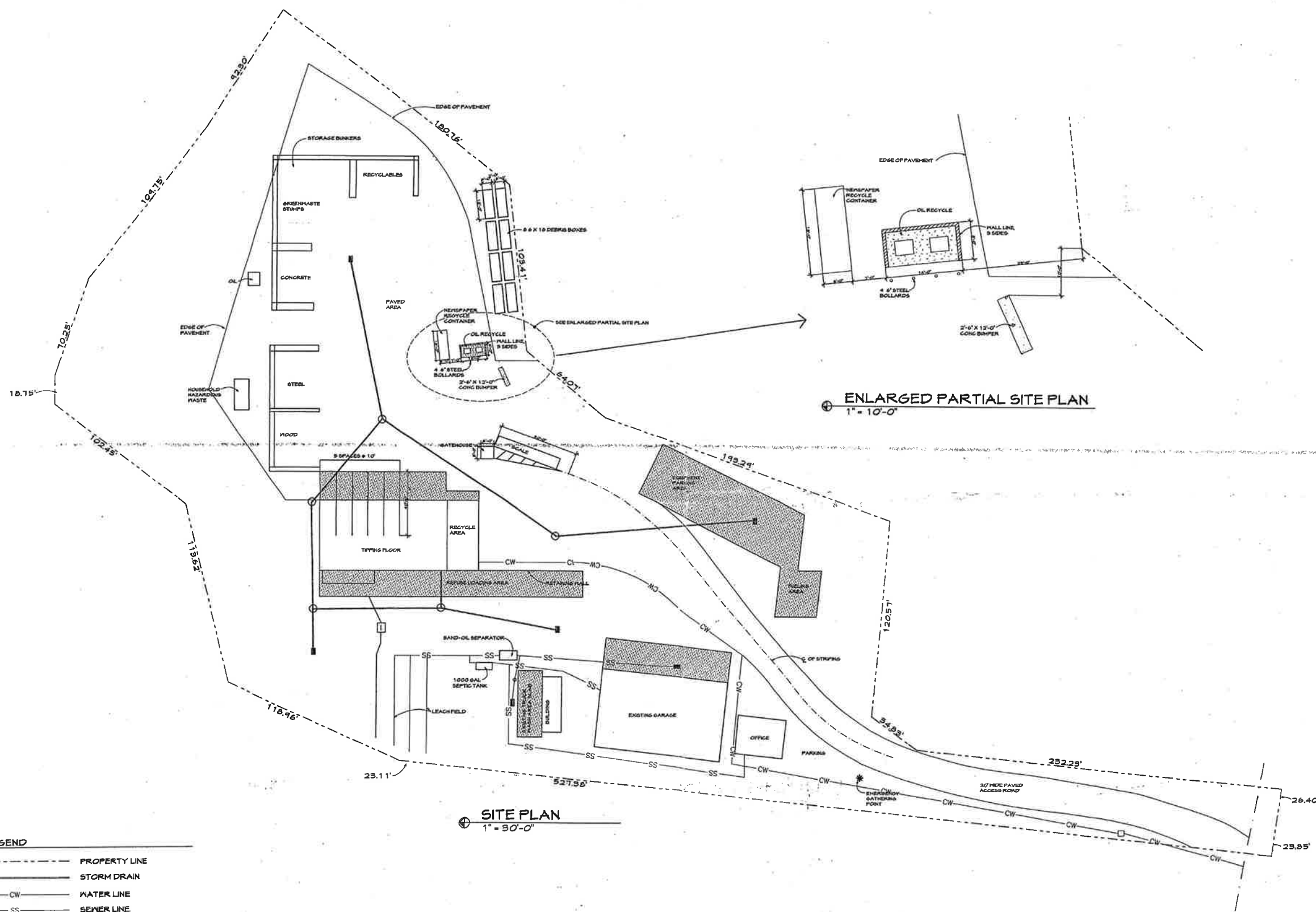
Timber Preserve:

Condition:

Ag Preserve:

Other Rooms:

** The information provided here is deemed reliable, but is not guaranteed.



- LEGEND**
- PROPERTY LINE
 - STORM DRAIN
 - CW WATER LINE
 - SS SEWER LINE

SITE PLAN
1" = 30'-0"

ENLARGED PARTIAL SITE PLAN
1" = 10'-0"



ACES
18901 BERRY STREET
PINE GROVE, CALIFORNIA

OFFICE: 114 MAIN STREET, SUITE 110
JACKSON, CA 95642-2542
PHONE: 209-223-2717
FAX: 209-223-1015
E-MAIL: davek@aces.com



DRAWN: rik
DATE: 03/27/07
JOB NO.

SHEET
A-1
OF SHEETS

Registration Permit Application

Facility Name: **Pine Grove Public Transfer Station**

Address/Location: **19801 Berry Street, Pine Grove, CA 95665**

Phone Number: **209-274-2237**

Facility Operator: **ACES Waste Services, Inc.**

Mailing Address:

**6500 Buena Vista Road
Ione, CA 95640**

Address Where Process May be Served:

6500 Buena Vista Road

Phone Number: **209-274-2237**

Land Owner: **ACES Waste Services, Inc.**

Mailing Address:

**6500 Buena Vista Road
Ione, CA 95640**

Address Where Process May be Served:

**6500 Buena Vista Road
Ione, CA 95640**

Phone Number: **209-274-2237**

Facility Information: This facility is a medium volume transfer/processing facility permitted currently for 99 TPD

Section Authorizing Eligibility: This facility meets the definition of a medium volume transfer/processing facility as defined in Title 14 division 7, Chapter 3, Article 6.0, Section 17402(a)(11). Table 1 in Section 17403 identifies that this type of facility is subject to the Registration Permit Tier.

Volume and Type of Waste/Material(s) Handled:

Site Capacity: 99 TPD Cubic Yards or Tons
 Peak Loading: 99 TPD Cubic Yards or Tons /Day
 Annual Loading: 36,000 TPY Cubic Yards or Tons (Based on 99 TPD, 365 days per year)

Days and Hours of Operation: Mon - Sat. 9:00 am - 12 pm and 1pm - 4 pm for self-haul
2:00 am - 8:00 pm 7 days per week for commercial loads

Facility Size: 3.6 Area
 Operating Area: 3.6 Area

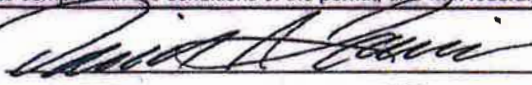
Traffic:
 Incoming Waste Material: 125 Vehicles Per Day
 Outgoing Waste Material: 5 - 10 Vehicles Per Day

One of the Following Statements Must be Checked:

- The facility is identified and described in or conforms with the County Solid Waste Management Plan, or otherwise complies with Public Resources Code 50000; and the facility is consistent with the city or county General Plan.
- The facility is identified in either the countywide siting element, the non-disposal facility element, or in the source reduction and recycling element for the jurisdictions in which it is located; or that the facility is not required to be identified in any of these elements pursuant to section 50001 of the Public Resources Code.

I hereby acknowledge that I have read this application, and certify under penalty of perjury that the information provided is true and accurate. In operating the facility, I agree to comply with the conditions of the permit, and with federal, state, and local enactments.

Signature of Land Owner:



Date:

4-15-21

Signature of Operator:



Date:

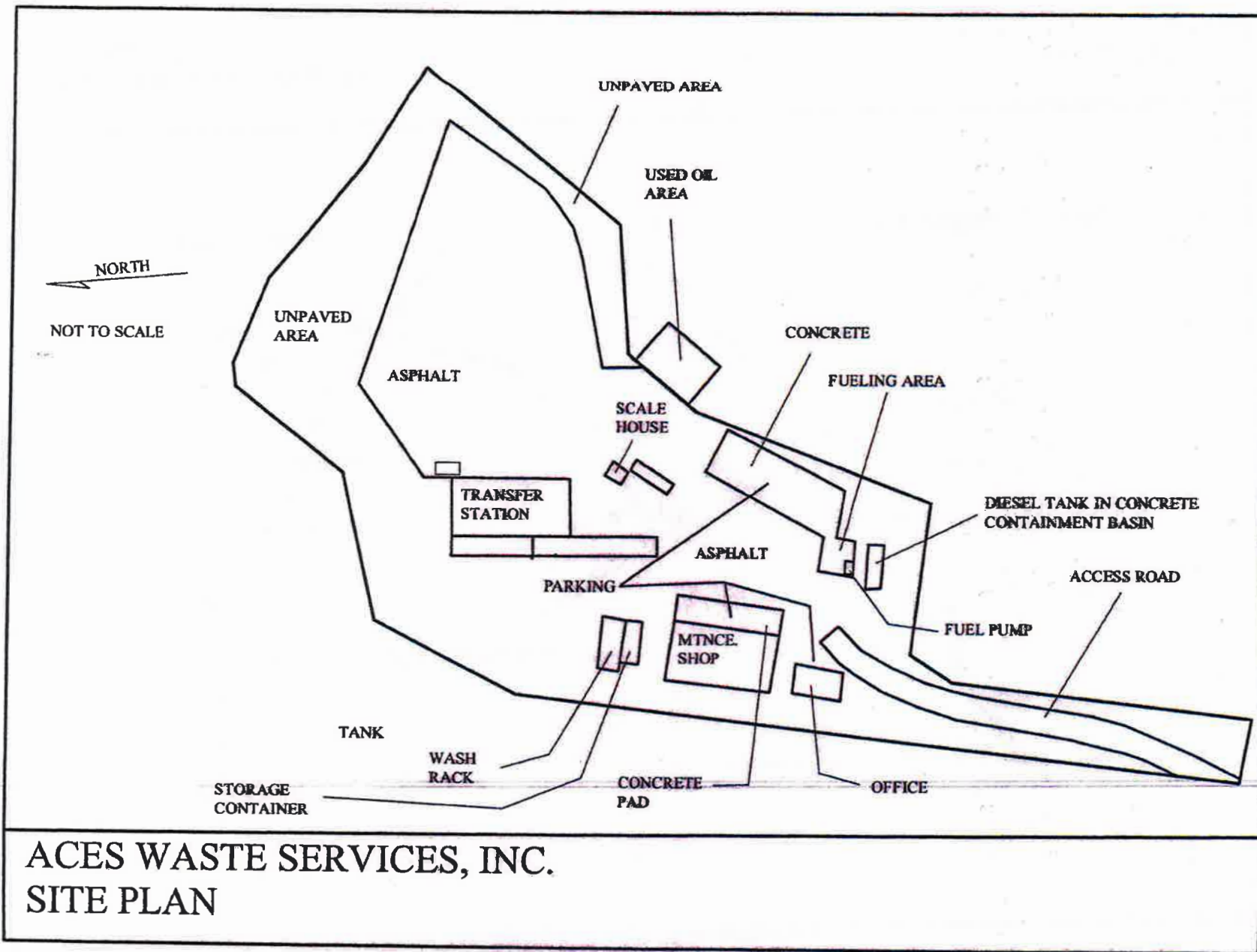
4-15-21

This application must be accompanied by a General Description Site Plan, and Location Map.

Enforcement Agency Name and Address
**Amador County Environmental Health Dept.
 810 Court Street
 Jackson, CA 95642**

FOR ENFORCEMENT AGENCY USE ONLY

Date received:
 Date approved:
 Date rejected:
 Filing Fee:
 SWIS #:



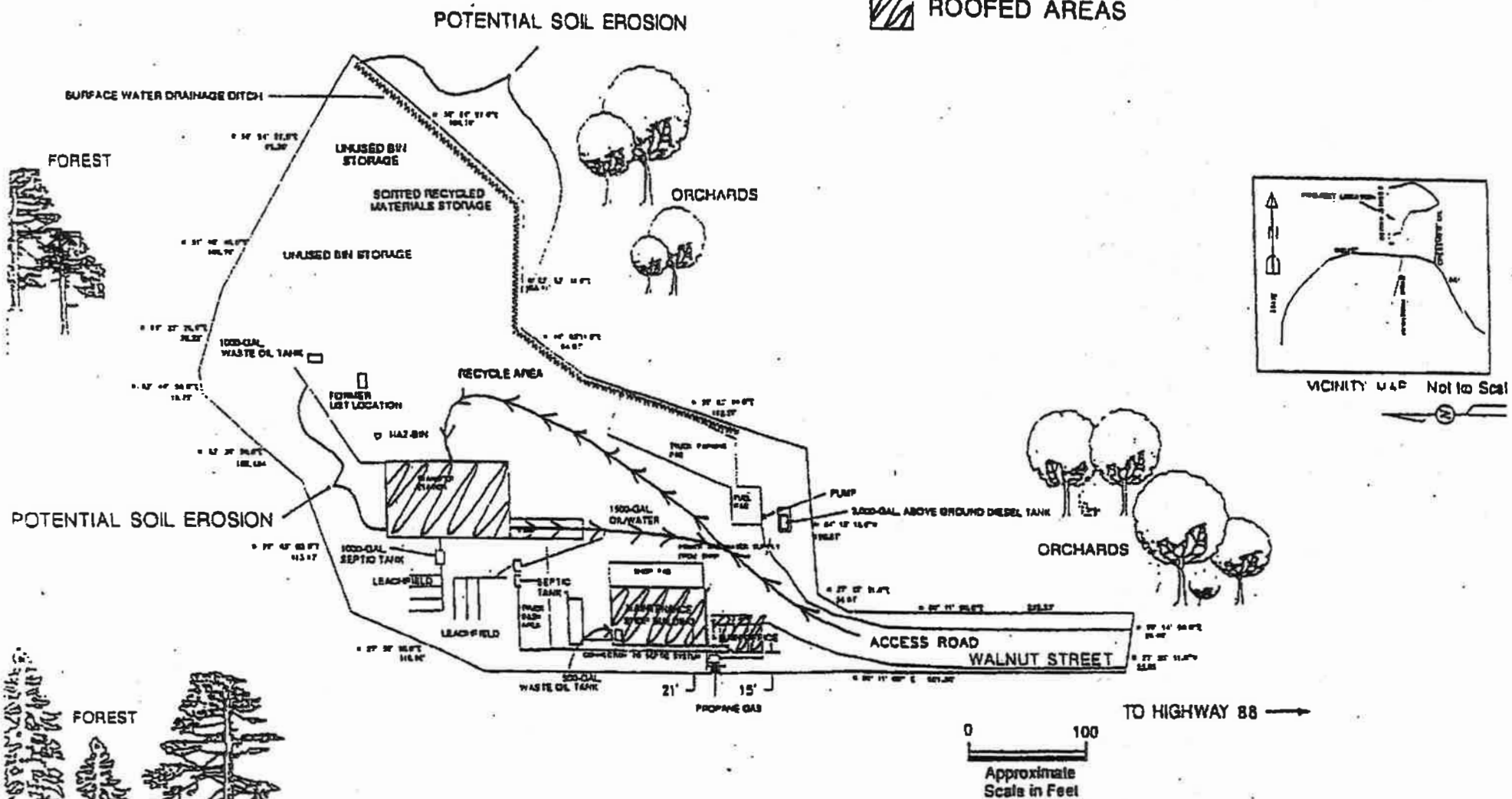
ACES WASTE SERVICES, INC.
SITE PLAN

Figure 5. Traffic Plan

POTENTIAL POLLUTANT CONTACT AREAS

VEHICLE TRAFFIC - UNLOADING/LOADING

ROOFED AREAS

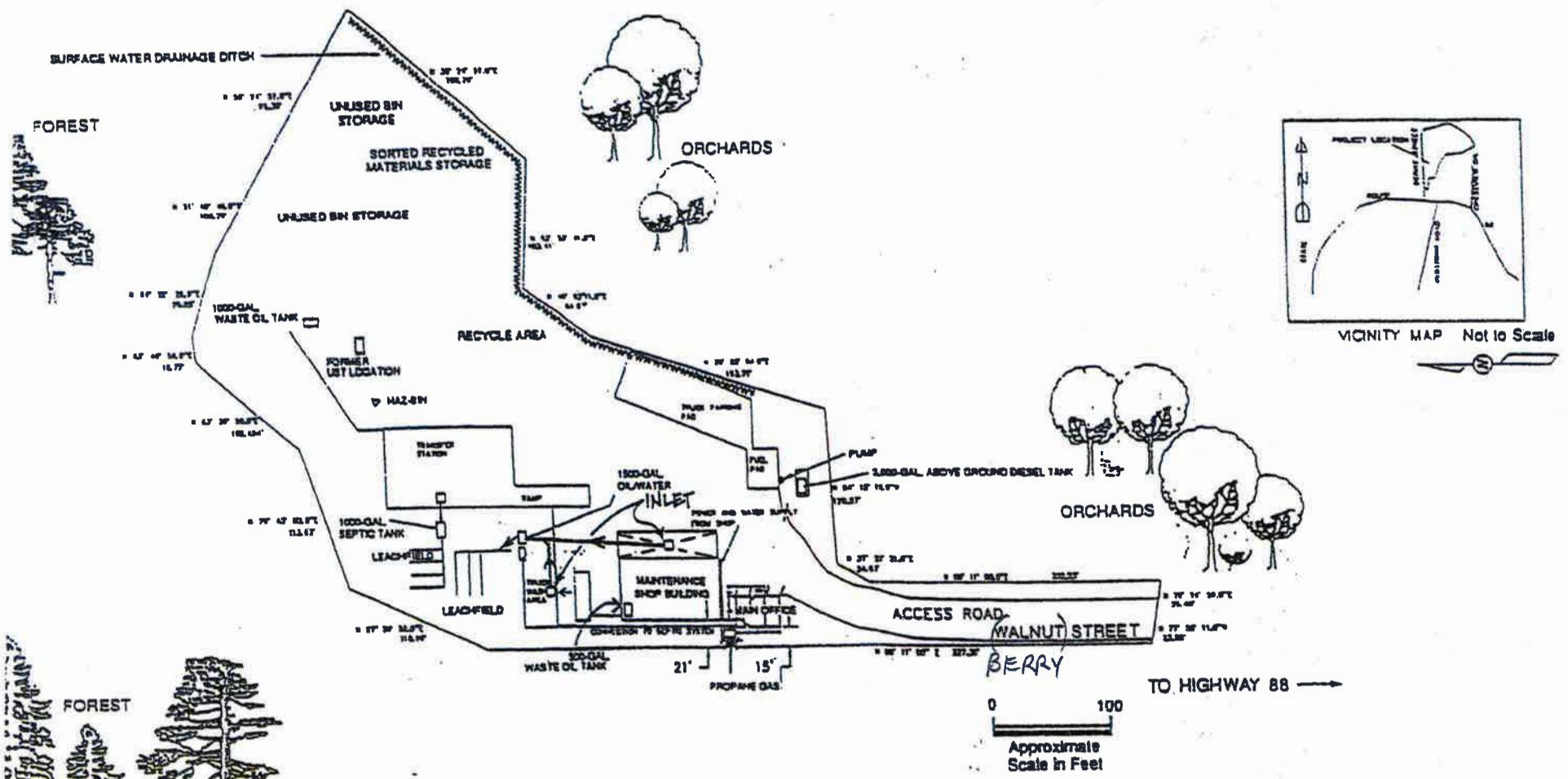


Source: Shaw & Associates, 1/90
Harding Lawson Associates, 3/93

Site Plan
Amador County Environmental Services Inc.
14390 Walnut Street
Pine Grove, California

SHOP PAD & TRUCK WASH DRAINAGE PLAN

Figure 6. Drainage Plan



Source: Shaw & Associates, 1/90
Harding Lawson Associates, 3/93

Site Plan
Amador County Environmental Services Inc.
14390 Walnut Street
Pine Grove, California





AllPaid
7820 Innovation Boulevard Suite 250
Indianapolis, IN 46278
24hr. Customer Service #: 888-604-7888

Transportation & Public Works Payment Confirmation (Ref #: 34426218)

PLC: Amador County
A002M0 810 Court Street
Jackson, California 95642
For: Transportation & Public Works

Date: 03/29/2022 17:48 EDT

TRANSACTION INFORMATION

First Name :	Paul	Transaction Reference #:	34426218
Last Name :	Molinelli	Transaction Date/Time:	03/29/2022 17:48 EDT
Telephone No.:	(209)304-7477		
Mailing Address:	6500 Buena Vista Road lone, Ca 95640		
Payment Type 1:	Tentative Parcel Map Review \$1,500		
Payment Type 2:	Use Permit \$500.00		

SENDERs INFORMATION

Senders Name:	Paul Molinelli
Address:	425 Sargeant Avenue
City, State Zip:	Jackson, Ca 95642
Phone #:	(209)304-7477
Card #:	xxxx-xxxx-xxxx-4006

PAYMENT INFORMATION

Approval #:	219743
TRANSFER AMOUNT:	\$2000.00
TRANSFER FEE:	\$45.00
TOTAL PAYMENT AMOUNT:	\$2045.00
TOTAL TO RECIPIENT:	\$2000.00

Transfer Fee is non-refundable.

If you are a California resident, then the following also applies to you:

Right to Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if AllPaid does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to AllPaid at 7820 Innovation Boulevard, Suite 250, Indianapolis, IN 46278. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorneys fees pursuant to section 2102 of the California Financial Code.

Thank you for using AllPaid



AllPaid
 7820 Innovation Boulevard Suite 250
 Indianapolis, IN 46278
 24hr. Customer Service #: 888-604-7888

Planning Departments Fees Payment Confirmation (Ref #: 34426448)

PLC: Amador County **Date:** 03/29/2022 18:21 EDT
A002LX 810 Court Street
 Jackson, California 95642
For: Planning Departments Fees

TRANSACTION INFORMATION

First Name:	Paul	Transaction Reference #:	34426448
Last Name:	Molinelli Sr.	Transaction Date/Time:	03/29/2022 18:21 EDT
Telephone No:	(209)304-7477		
Mailing Address:	6500 Buena Vista Rd. Ione Ca, Ca 95640		
Apn:	030-140-067		
Reference:	Zone Change Zc-22;3-1 And Use Permit Amendment Up-22;3-3 Application (\$1901 Zc App, \$949 Up Amendment, \$710 Ceqa, \$50 Admin Fee; Total \$3619)		

SENDERs INFORMATION

Senders Name:	Paul Molinelli Sr.
Address:	425 Sargent Ave.
City, State Zip:	Jackson, Ca 95642
Phone #:	(209)304-7477
Card #:	xxxx-xxxx-xxxx-4006

PAYMENT INFORMATION

Approval #:	227585
TRANSFER AMOUNT:	\$3619.00
TRANSFER FEE:	\$81.43
TOTAL PAYMENT AMOUNT:	\$3700.43
TOTAL TO RECIPIENT:	\$3619.00

Transfer Fee is non-refundable.

If you are a California resident, then the following also applies to you:

Right to Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if AllPaid does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to AllPaid at 7820 Innovation Boulevard, Suite 250, Indianapolis, IN 46278. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorneys fees pursuant to section 2102 of the California Financial Code.

Thank you for using AllPaid



AllPaid
 7820 Innovation Boulevard Suite 250
 Indianapolis, IN 46278
 24hr. Customer Service #: 888-604-7888

Building Department Fees Payment Confirmation (Ref #: 34426480)

PLC: **Amador County** Date: 03/29/2022 18:26 EDT
 A002LZ 810 Court St
 Jackson, California 95642
 For: Building Department Fees

TRANSACTION INFORMATION

Permit #:	Zc-22;3-1 And Up-22;3-3 Mollinelli, Paul Sr.	Transaction Reference #:	34426480
Payment Type:	Permit Fees	Transaction Date/Time:	03/29/2022 18:26 EDT
Notes:	Afpd Review Fee (\$176.00)		

SENDERs INFORMATION

Senders Name:	Paul Molinelli Sr.
Address:	425 Sargent Ave.
City, State Zip:	Jackson, Ca 95642
Phone #:	(209)304-7477
Card #:	xxxx-xxxx-xxxx-4006

PAYMENT INFORMATION

Approval #:	200554
TRANSFER AMOUNT:	\$176.00
TRANSFER FEE:	\$3.96
TOTAL PAYMENT AMOUNT:	\$179.96
TOTAL TO RECIPIENT:	\$176.00

Transfer Fee is non-refundable.

If you are a California resident, then the following also applies to you:

Right to Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if AllPaid does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to AllPaid at 7820 Innovation Boulevard, Suite 250, Indianapolis, IN 46278. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorneys fees pursuant to section 2102 of the California Financial Code.

Thank you for using AllPaid

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Form #: EUR

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

Recommendation:

Receive and File.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Tree_Mortality \(1\).doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE)
OF EMERGENCY IN AMADOR COUNTY) RESOLUTION NO. 22-0XX
DUE TO PERVASIVE TREE MORTALITY)

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

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

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

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

WHEREAS, The latest aerial survey estimated that between 2010 and 2019, over 162.7 million trees have died across California as a result of the drought and the effects of bark beetle infestation; and

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

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

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

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

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

County (public and private) services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 25th day of October, 2022, by the following vote:

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

NOES: None

ABSENT: None

Richard M. Forster, Chairman, Board of Supervisors

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

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: October 25, 2022

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG222648-Espinoza/Madrigal

Recommendation:

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

4/5 vote required:

No

Distribution Instructions:

Building Department

ATTACHMENTS

- [AG222648.Notorized Agreement.pdf](#)
- [RESOLUTION.docx](#)
- [APN Map.pdf](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 008-330-015-000
Site Address: 14366 State Hwy 124
Agricultural Building Permit Exemption No.:AG222648

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of October 25th, 2022 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Lisandro Madrigal & Jose Espinoza ("Owner").

RECITALS

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

THE SOUTH ½ OF THE NORTH ½; THE NORTH ½ OF THE SOUTH ½ AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 33, T.7 N., R.10 E., M.D.M., AMADOR COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE LANDS LYING WESTERLY OF STATE HIGHWAY 124.

ALSO EXCEPTING THEREFROM THE LANDS LYING EASTERLY OF THE CENTERLINE OF VAIRA RANCH ROAD, AS SAID CENTERLINE IS SHOWN UPON RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE OF CECCHETTINI TRUST DATED APRIL 24, 2001, FILED FOR RECORD DECEMBER 12, 2019 IN BOOK 66 OF MAPS AND PLATS, AT PAGE 21, AMADOR COUNTY RECORDS.

THAT PORTION OF THE NE ¼ OF THE NE ¼ OF SECTION 4, T.7N., R.10E., M.D.M. AS SHOWN AND DELINEATED AS "UNSURVEYED ADJUSTED PAR. COMP. PARCEL 2 63.65 ACRES +/-" UPON RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT FOR J. ETHEL CECCHETTINI, SURVIVING TRUSTEE OF THE CECCHETTINI TRUST DATED APRIL 24, 2001, FILED FOR RECORD DECEMBER 19, 2017 IN BOOK 65 OF MAPS AND PLATS, AT PAGE 37, AMADOR COUNTY RECORDS.

APN: 008-330-015-000 AND 008-330-019-00

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

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

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

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

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

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

immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

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

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

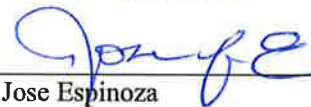
7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: Lisandro Madrigal & Jose Espinoza

BY: _____
Richard M. Forster
Chair, Board of Supervisors

BY: 
Lisandro Madrigal

BY: 
Jose Espinoza

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

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

State of California Sacramento
County of _____

On 9/9/22 before me, L. Garcia-Robles notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 21-xxxx
STRUCTURE – Jose Espinoza and Lisandro Madrigal)
)

WHEREAS Jose Espinoza and Lisandro Madrigal, (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

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

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG222648 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their September 13th, 2022 meeting; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG222648 by and between the County of Amador and Jose Espinoza and Lisandro Madrigal, on the terms and conditions contained therein as it relates to Building Permit #AG222648.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on September 13th, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Forster
Chair, Board of Supervisors

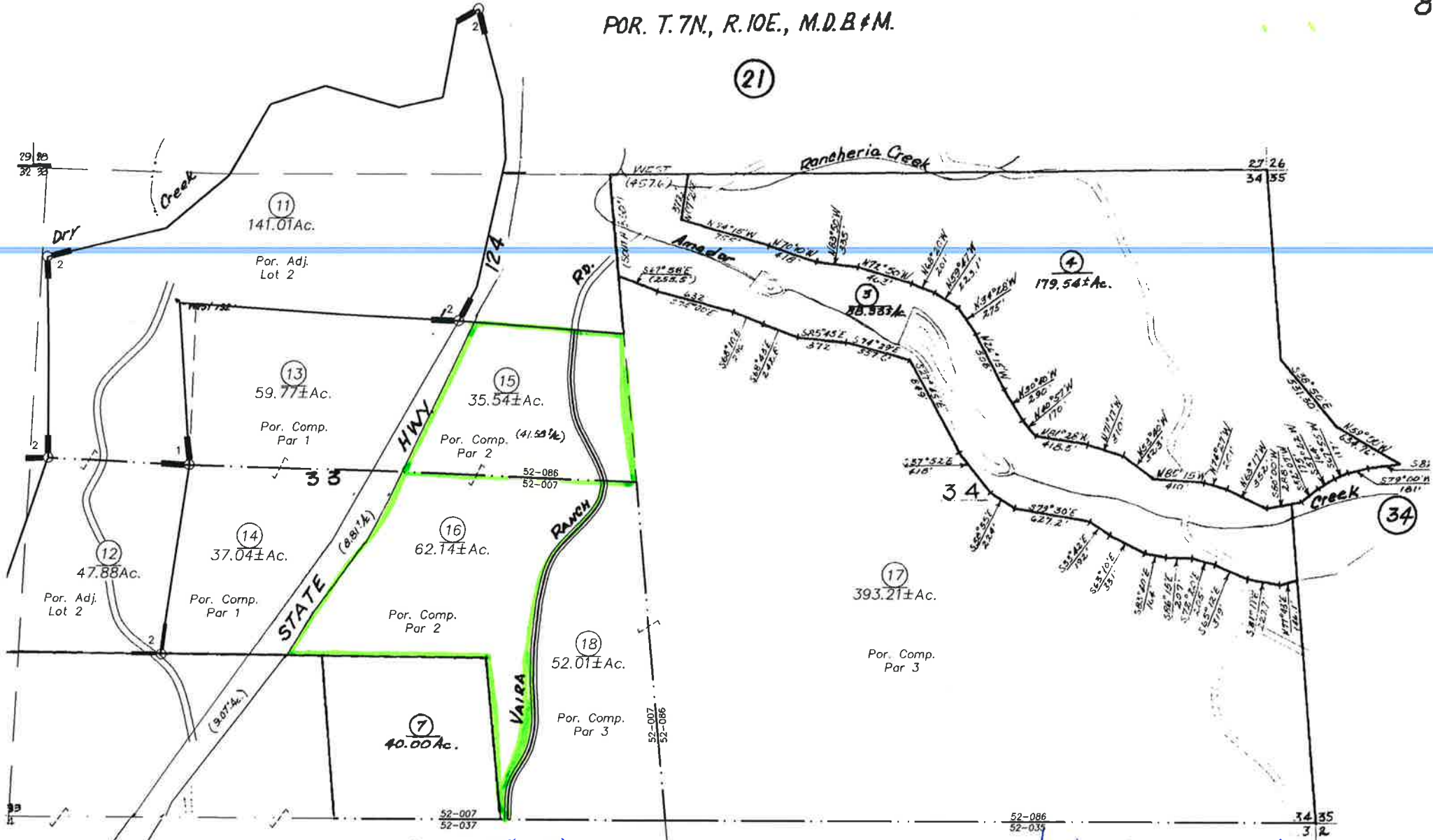
ATTEST:

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

By: _____

POR. T. 7N., R. 10E., M.D.B. & M.

(21)



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> adoption
ly 1.

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

APN: 008-330-015
APN: 008-330-014

P.B.
11

Jose Espinoza / Lisandro Madrigal
14366 State Hwy 124

(18)

- 1- R.M.Bk.47, Pg.97(11/19/93)
- 2- R.M.Bk.51, Pg.35 (4/10/98)

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: October 25, 2022

SUBJECT

Agreement for the Confinement of Amador County Jail Inmates at the Calaveras County Jail

Recommendation:

Approval of Agreement for the Confinement of Amador County Jail Inmates at the Calaveras County Jail

4/5 vote required:

No

Distribution Instructions:

Sheriff

ATTACHMENTS

- [HousingContractCalaveras.pdf](#)

**AGREEMENT
FOR THE CONFINEMENT OF AMADOR COUNTY INMATES AT THE
CALAVERAS COUNTY JAIL**

This Agreement is entered into as of the date last signed below between the County of Amador ("AMADOR") and the County of Calaveras ("CALAVERAS") (collectively, "the PARTIES").

RECITALS

1. AMADOR desires to obtain additional confinement space to incarcerate inmates serving sentences of seven (7) days or longer in the AMADOR County Jail.
2. The CALAVERAS Jail has the capacity and ability to house such inmates and has sufficient staff supervision available for this purpose.
3. The CALAVERAS Jail is governed by a facility lease between the State Public Works Board of the State of California (the "Board") and the California Department of Corrections and Rehabilitation (the "Department") dated October 1, 2013 (the "Facility Lease") and a sublease between the Department and CALAVERAS (the "Sublease").

THE PARTIES AGREE AS FOLLOWS:

1. Term and Termination:

This Agreement shall become effective upon final execution by both PARTIES hereto and shall cover services provided from July 1, 2022 through June 30, 2025 unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement upon thirty (30) days' advance written notice.

2. Responsibilities of the Parties:

A. AMADOR

(1) AMADOR, through its Sheriff's Office and Jail, will notify the CALAVERAS Jail, by phone at 209-754-6499, when AMADOR is ready to transport an inmate to the CALAVERAS Jail. Such notification will include the name of the inmate and any escort who will be accompanying the inmate, the charge(s), the current custody grade at AMADOR Jail, and the estimated inmate time of arrival. The CALAVERAS Jail must approve acceptance of the inmate in advance before AMADOR initiates a transfer. Upon arrival, AMADOR will provide its calculated sentencing booking sheet for the inmate.

(2) AMADOR will only send inmates to CALAVERAS with sentences, or remaining sentence time, of seven (7) days or more. If the remaining sentence of the AMADOR inmate exceeds the length remaining in this Agreement, the AMADOR inmate will remain in the Calaveras County Jail at the previously agreed upon daily rate pending the renewal of the contract. AMADOR will only send inmates who meet current classification criteria for being housed in the CALAVERAS Jail.

(3) AMADOR will only send inmates to CALAVERAS who can be housed under a general population medium classification, as defined by CALAVERAS Sheriff Classification policies. Additionally, delivered inmates must have a low to no escape risk, or pattern in their record.

(4) AMADOR agrees that inmates housed under this Agreement by the Calaveras County Jail will be subject to the Calaveras County Jail Inmate Rules, as outlined in the inmate rule book, which is provided upon inmate booking in the Calaveras County Jail.

(5) AMADOR agrees that inmates housed under this Agreement by the Calaveras County Jail may be subject to the Calaveras County Jail inmate worker program and will earn additional time off credits per Penal Code 4019.1.

(6) AMADOR will only send CALAVERAS inmates that the Calaveras County Jail supervisory and medical staff has previously pre-screened and approved for intake. The CALAVERAS Jail will not accept inmates who have pre-existing significant or infectious health issues. As required by Title 15, Section 1206 of the California Code of Regulations, AMADOR will send a summary of pertinent individualized medical information with each inmate for delivery to CALAVERAS Jail Medical Services. If an accepted AMADOR inmate develops a health issue, CALAVERAS, in its sole discretion, may require the return of the inmate to the AMADOR Jail. If CALAVERAS requires the return of an inmate, AMADOR COUNTY will pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after CALAVERAS's request by phone or email, and return the inmate to the AMADOR Jail.

(7) AMADOR agrees that, in addition to compensating CALAVERAS the daily bed rate as set forth in Section 3 of this Agreement, it is responsible for all medical costs resulting from medical/surgical inpatient care, emergency room visits, or acute hospital services when those costs are more than medical costs covered under CALAVERAS' agreement with Wellpath/California Forensic Medical Group (CFMG), the contracted medical provider for the CALAVERAS

Jail. If medications are prescribed for an AMADOR inmate, AMADOR will deliver, with the inmate, a 10-day supply of all the inmate's prescribed medications. After that, CALAVERAS will supply medications, which will be administered by CALAVERAS Jail Medical Services staff according to CALAVERAS Jail Medical Services policies and procedures. AMADOR will reimburse CALAVERAS within thirty (30) days of invoice for costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare services rendered to an AMADOR inmate while in CALAVERAS Jail's custody. AMADOR shall initiate and process all Medi-Cal or insurance billing, if applicable. CALAVERAS shall have no responsibility for Medi-Cal or insurance billing and processing. AMADOR is responsible for all County costs for prescription medications which are in excess of the medical costs covered by CFMG.

(8) CALAVERAS reserves the right, in its sole discretion, to return any inmate to AMADOR Jail for any reason. The same procedure and process for the return of inmates referenced in Section 2(A)(6) (return of inmates with health issues) shall be used for the return of inmates under this Section.

(9) AMADOR will notify the CALAVERAS Jail by phone and/or email as soon as possible, but in no event less than twenty-four (24) hours before a confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names and expected arrival and return times.

(10) AMADOR will complete, at AMADOR's sole expense, all transportation required for AMADOR inmates. AMADOR will notify the CALAVERAS Jail by phone and or email of pending transfers, or when an inmate no longer requires incarceration in the CALAVERAS Jail. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.

(11) AMADOR will make weekly contact by phone and/or email with the CALAVERAS Jail Supervisor while AMADOR inmates are incarcerated in the CALAVERAS Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.

(12) AMADOR agrees that it will be financially responsible for the repair or replacement of any items or property which is intentionally destroyed or damaged by AMADOR inmates.

B. CALAVERAS:

- (1) CALAVERAS, in its sole discretion, will incarcerate AMADOR inmates upon request by phone and/or email of the AMADOR Sheriff's Office staff when this confinement does not conflict with space availability or other restrictions listed in section 2.A.
- (2) CALAVERAS will ensure emergency medical care is provided to inmates, and will notify AMADOR Jail Corrections staff by phone when emergency and/or non-emergency medical treatment is required. If non-emergency medical treatment is required outside of the facility, AMADOR will arrange for such treatment and transportation to and from the medical providers. AMADOR shall be responsible for costs for medical care outside of the facility.
- (3) CALAVERAS, upon written request of AMADOR Jail Corrections staff, will release inmates to AMADOR when they no longer require incarceration in the correctional facility.
- (4) CALAVERAS will provide the AMADOR Jail Corrections staff with a copy of the booking sheet for all inmate(s) from the AMADOR Jail, upon request by phone or email.
- (5) CALAVERAS Jail personnel/administrator will afford AMADOR inmates the same legal rights and privileges as afforded to all other confined inmates.

3. Compensation:

- A. AMADOR shall pay CALAVERAS for confinement of inmates in the CALAVERAS Jail pursuant to this Agreement at the daily rate of eighty-five dollars and no cents (\$85.00) per inmate. The daily rate does not include medical costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare, or transportation costs.
- B. CALAVERAS will provide a monthly invoice to AMADOR for the daily costs of confinement per section 3. A., for emergency medical expenses as set forth in section 2.A.(7), and for any transportation costs incurred by CALAVERAS. AMADOR shall pay all amounts due within thirty (30) days of receipt of invoice. CALAVERAS will not bill for costs related to Jail Medical Services staff time.
- C. A day shall be defined as beginning at 0001 and ending at 2400 (midnight), or any portion thereof.

4. Indemnity:

AMADOR shall defend, indemnify, and hold CALAVERAS harmless against and from all claims, suits, losses, damages and liability of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, CALAVERAS employees, and the public, or damages to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with AMADOR's services, operations, or performance under this Agreement, regardless of the existence, or degree of fault, or negligence on the part of CALAVERAS, AMADOR, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of CALAVERAS, its officers and employees, or as expressly prescribed by statute. AMADOR's duty to indemnify and save CALAVERAS harmless includes the duty to defend set forth in California Civil Code section 2778.

CALAVERAS shall defend, indemnify, and hold AMADOR harmless against and from all claims, suits, losses, damages, and liability of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, AMADOR employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with CALAVERAS's services, operations, or performance under this Agreement, regardless of the existence or degree of fault or negligence on the part of AMADOR, CALAVERAS, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of AMADOR, its officers and employees, or as expressly prescribed by statute. CALAVERAS's duty to indemnify and save AMADOR harmless includes the duty to defend set forth in California Civil Code section 2778.

5. Insurance:

AMADOR and CALAVERAS shall each maintain, and keep in force, at their sole cost, and expense during the term of this Agreement, the following insurance:

- A. Evidence of insurance or self-insurance for purposes of liability, auto, and workman's comp coverage up to \$100,000 with excess coverage provided under terms of each county's agreement with the insurance provider or Public Risk Innovation, Solutions, and Management (PRISM).

Each party shall provide a certificate of insurance, or letter of self-insurance, upon request of the other party. There must be insurance coverage for the entire period commencing on the effective date of this Agreement and ending on the date that is two (2) years beyond the final date that this Agreement is effective, including any extensions or renewals of this Agreement. Such insurance must satisfy the liability limit requirement of this Section.

AMADOR will not use subcontractors to carry out any of its duties under this Agreement, so it will not be required to maintain the insurance coverage specified in this section for subcontractors. CALAVERAS shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name CALAVERAS as an additional insured on all such coverage.

6. Miscellaneous Provisions:

A. This Agreement may be amended only in writing signed by both parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

B. This Agreement represents the final agreement between the parties regarding housing of AMADOR inmates at the CALAVERAS County jail. This Agreement supersedes all prior oral and written agreements.

C. The following audit requirements apply from the effective date of this Agreement until three years after AMADOR's final payment under this Agreement:

(1) AMADOR shall allow CALAVERAS's authorized representatives to inspect, audit, and copy AMADOR's records as needed to evaluate and verify any invoices, payments, and claims that AMADOR submits to CALAVERAS or that any payee of AMADOR submits to CALAVERAS in connection with this Agreement. 'Records' include but are not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

(2) CALAVERAS and AMADOR shall be subject to the examination and audit of the State Auditor, at the request of CALAVERAS or as part of any audit of CALAVERAS. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including but not limited to administration costs.

D. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

E. Any notice required to be given by this Agreement shall be given to each party's Jail Commander: for CALAVERAS at 209-754-6499 and AMADOR at 209-223-6513.

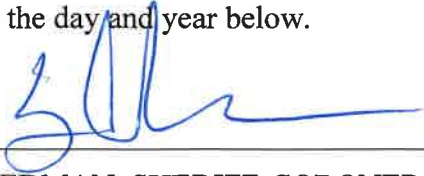
F. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require subsequent performance of that term or condition.

G. Both AMADOR and CALAVERAS agree that their respective Jails are compliant with the Prison Rape Elimination Act (PREA).

H. Notwithstanding anything in this Agreement: the PARTIES agree that this Agreement in all respects is (i) subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2013 Series F (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, CALAVERAS and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (ii) subject to review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and (iii) shall be terminable by CALAVERAS, AMADOR, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

I. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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



Date: 10-12-22

GARY REDMAN, SHERIFF-CORONER
AMADOR COUNTY SHERIFF'S OFFICE

Date: _____

RICHARD FORSTER, BOARD CHAIR
AMADOR COUNTY BOARD OF SUPERVISORS


APPROVED AS TO FORM
AMADOR COUNTY COUNSEL

AMADOR COUNTY COUNSEL



Date: 9-16-22

RICK DIBASILIO, SHERIFF
CALAVERAS COUNTY SHERIFF'S OFFICE



Date: 9/27/22

AMANDA FOLENDORF, BOARD CHAIR
CALAVERAS COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM
CALAVERAS COUNTY COUNSEL



CALAVERAS COUNTY COUNSEL

CONSENTED TO (Pursuant to a Facility Sublease Dated October 1, 2013 between the Department of Corrections and Rehabilitation of the State of California and the County of Calaveras and the County certificate to the Tax Certification referenced therein).

CONSENT AND APPROVAL
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By _____
Koreen H. van Ravenhorst, Deputy Director Date

DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By _____
Chris Lief, Deputy Director Date

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 25, 2022

SUBJECT

Resolution Approving Authorized Officials for Grant Funding through the Federal Department of Homeland Security for the fiscal years of 2022, 2023 and 2024.

Recommendation:

Adopt the resolution.

4/5 vote required:

No

Distribution Instructions:

ACSO, File; Auditor-Controller

ATTACHMENTS

- [FY 22, 23, 24 BOS Agenda Item Report.doc](#)
- [22,23,24 OES Grant_Resolution, HSGP, EMPG.doc](#)



Board of Supervisors Agenda Item Report

Submitting Department: Amador County Sheriff's Office OES
Meeting Date: October 25, 2022

SUBJECT:

Resolution Approving Authorized Officials for Grant Funding through the Federal Department of Homeland Security for the fiscal years of 2022, 2023 and 2024.

RECCOMENDATIONS:

Request the Chairman's signature for Board of Supervisors to approve resolution authorizing individuals as authorized agents to execute applications and documents for grant funding provided by the Federal Department of Homeland Security and sub-granted through the State of California. The Homeland Security Grant Program is 100% funded and no local matching funds are required. The Emergency Management Performance Grant is 50% funded by the Federal Government and 50% funded by local matching funds.

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

IN THE MATTER OF:

RESOLUTION APPROVING INDIVIDUALS AS) RESOLUTION NO. 21-XXX
AUTHORIZED OFFICIALS TO EXECUTE)
APPLICATIONS AND DOCUMENTS FOR FINANCIAL)
ASSISTANCE PROVIDED BY THE FEDERAL)
DEPARTMENT OF HOMELAND SECURITY)

WHEREAS, Amador County through the Office of Emergency Services has applied for financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California; and

WHEREAS, the State of California, Governor’s Office of Emergency Services requires the designation of authorized officials to execute documents; and

WHEREAS, the Amador County Board of Supervisors has mandated that agreements for grant monies be signed by the Chairman of said Board of Supervisors; and

WHEREAS, applications, reports and reimbursement claims sent to the State of California for program reimbursement may be signed by other individuals holding designated position titles as listed below.

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador that the individuals holding the position titles as listed below, are hereby designated as Authorized Officials and are authorized to execute for and on behalf of the County of Amador, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California for the fiscal years of 2022, 2023 and 2024 in regards to both the Homeland Security Grant Program and Emergency Management Performance Grant.

_____ Bryan A. Middleton _____ Undersheriff
_____ Charles Iley _____ County Administrative Officer
_____ Tacy Oneto-Rouen _____ Auditor-Controller

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 25th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:

Frank U. Axe, Chairman, Board of Supervisors

ATTEST:

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

Deputy

(RESOLUTION NO. 19-069)

(Date)

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: October 25, 2022

SUBJECT

Building Department-Limited Density Owner-Built Rural Dwelling / LD222849 - Newsom

Recommendation:

Adopt the resolution and authorize the Chairperson to sign the "Agreement".

4/5 vote required:

No

Distribution Instructions:

Building Department

ATTACHMENTS

- [LD222849.Resolution.10.06.2022.docx](#)
- [LD222849.Notorized Agreement.pdf](#)

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER-) RESOLUTION NO. 22-xxx
BUILT RURAL DWELLING – THE WINFRED E. AND LAURI S.)
NEWSOM FAMILY TRUST)

WHEREAS, Lauri S. Newsom, Trustee of The Winfred E. and Lauri S. Newsom Family Trust (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on her property; and

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

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their October 25, 2022 meeting for Building Permit #LD222849; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Built Rural Dwelling Agreement by and between the County of Amador and Lauri S. Newsom, Trustee of The Winfred E. and Lauri S. Newsom Family Trust on the terms and conditions contained therein as it relates to Building Permit #LD222849.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 25th Day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Forster
Chair, Board of Supervisors

ATTEST:

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

By: _____

(Resolution No. 22-xxx)

10/25/2022

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 038-580-006-000
Limited Density Rural Dwelling: LD222849

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is entered into as of October 25, 2022 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Winfred E. Newsom and Lauri S. Newsom, as Trustees of The Winfred E. and Lauri S. Newsom Family Trust, ("Owner").

RECITALS

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

Real property consisting of eighty (80) acres, more or less, on which is located the Trustors' principal residence, which real property is commonly known and described as 12050 Tabeaud Road, Pine Grove, California, and is more particularly described as all that real property situated in the unincorporated area of Amador County, California, described as follows:

The South ½ of the Southeast ¼ of Section 10, Township 6 North, Range 12 East, M.D.B.&M.

APN: 038-580-006-000

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

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

C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set

forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15.10 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.

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

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

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.

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

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

COUNTY:

OWNER: THE WINFRED E. AND LAURI S. NEWSOM FAMILY TRUST

BY: _____
Richard M. Forster
Chair, Board of Supervisors

BY: Lauri S. Newsom
Lauri S. Newsom, Trustee of The
Winfred E. and Lauri S. Newsom Family Trust

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

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

State of California
County of Amador

On OCTOBER 10, 2022 before me, Michael J. Kuhny, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Michael J. Kuhny (Seal)



Clear Form

Print Form

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: October 25, 2022

SUBJECT

22-11 Amador County Culvert Replacements at Four Locations

Resolution of Acceptance

Final Agreement and Release of Claims

RD Morgan Construction, Inc.

Recommendation:

1. Approve proposed Final Estimate;
2. Adopt resolution accepting the 22-11 Amador County Culvert Replacements at Four Locations as complete;
3. Authorize Chairman to sign Agreement and Release of Claims.

4/5 vote required:

Yes

Distribution Instructions:

Public Works

ATTACHMENTS

- [22-11 Resolution of Acceptance.doc](#)
- [2022-10-25_22-11_Contract Closeout.pdf](#)
- [20283 Release of Claims .pdf](#)
- [Estimate Verification_Culvert Replacement Projec_pp1.pdf](#)

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

IN THE MATTER OF:

RESOLUTION ACCEPTING 22-11)	RESOLUTION NO. 22-XXX
AMADOR COUNTY CULVERT)	
REPLACEMENT AT FOUR LOCATIONS)	
AS COMPLETE)	

WHEREAS, the contractor has completed construction of culvert replacement, rock slope protection, and pavement on Clinton Road PM 7.84, Shenandoah Road PM 1.20, Martin Lane PM 0.94, And Buena Vista Road PM 9.00 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 RD Morgan Construction, Inc. for the 22-11 Amador County Culvert Replacements at Four Locations 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 25th day of October 2022, 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

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: Richard Vela, Director, Department of Transportation and Public Works

DATE: October 25, 2022

SUBJECT: 22-11 Amador County Culvert Replacements at Four Locations
Resolution of Acceptance
Final Agreement and Release of Claims
RD Morgan Construction, Inc.

CONTACT: Mark Hopkins, Senior Project Manager, Public Works(223-6248)

Overview

On September 23, 2022, RD Morgan Construction, Inc. (Contractor) was granted substantial completion for the work, the "22-11 Amador County Culvert Replacements at Four Locations," 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. Approve proposed Final Estimate;
2. Adopt resolution accepting the 22-11 Amador County Culvert Replacements at Four Locations as complete;
3. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$457,900.00. The Engineers Estimate by the Department of Transportation and Public Works was \$573,980.00. The funding for the project is from SB1 Funds. A final payment of \$22,895.00 will be made to Contractor upon approval, which includes the release of retention.

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

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this 25th day of October, 2022, by and between the County of Amador (“County”), and RD Morgan Construction, Inc. (“Contractor”), whose place of business is 1350-B Cook Road, Ione, CA, 95640.

RECITALS

A. On June 28, 2022, 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 all the necessary components to perform the Work as described in Division 1 Section 4 of the Contract Specifications, “Scope of 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>457,900.00</u>
Modified Contract Sum	\$ <u>0.00</u>
Payment to Date	\$ <u>435,005.00</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>22,895.00</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Twenty Two Thousand Eight Hundred Ninety Five Dollars and Zero Cents (\$22,895.00) 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.

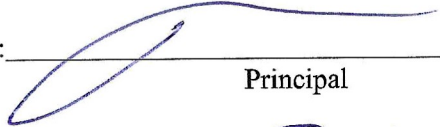
10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

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

COUNTY OF AMADOR:

By: _____
Chairman, Board of Supervisors

CONTRACTOR:

By:  _____
Principal

Name (please print): Rodolfo M. M...

Title: Pres

ATTACHMENT B-4

CONDITIONAL WAIVER AND RELEASE

UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from the County of Amador in the amount of \$22,895 payable to RD Morgan Con and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the Amador County Culvert Replacement Project at Location(s) _____ of the County of Amador located on County Roads. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ _____. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 10/18/22

R.D. Morgan Construction
(Company Name)

By: Janey Williams

Title: Office Manager

Amador County Culvert Replacement Project
Bid No. 22-11
County Project No. 454520004

PERIOD ENDING **10/03/2022**

Contractor: RD Morgan Construction, 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	Mobilization (10% max)	LS	1.00	1.00	0.00%	\$40,000.00	\$0.00	\$40,000.00
2	Temporary Traffic Control	LS	1.00	1.00	0.00%	\$30,000.00	\$0.00	\$30,000.00
3	Water Pollution Control	LS	1.00	1.00	0.0%	\$5,000.00	\$0.00	\$5,000.00
4	Dewatering	LS	1.00	1.00	0.0%	\$10,000.00	\$0.00	\$10,000.00
5	Clearing and Grubbing	LS	1.00	1.00	0.0%	\$20,000.00	\$0.00	\$20,000.00
6	Remove and Replace Fences	LS	1.00	1.00	0.0%	\$22,000.00	\$0.00	\$22,000.00
7	Remove Base and Surfacing	CY	30.00	30.00	0.0%	\$300.00	\$0.00	\$9,000.00
8	Structure Excavation (Culvert)	CY	300.00	300.00	0.0%	\$200.00	\$0.00	\$60,000.00
9	Remove Existing Culvert	LF	240.00	240.00	0.0%	\$70.00	\$0.00	\$16,800.00
10	36" HDPE Plastic Pipe (Culvert)	LF	240.00	240.00	0.0%	\$550.00	\$0.00	\$132,000.00
11	Structural Concrete (Headwall)	CY	11.00	11.00	0.0%	\$2,000.00	\$0.00	\$22,000.00
12	Structure Backfill (Culvert)	CY	240.00	240.00	0.0%	\$170.00	\$0.00	\$40,800.00
13	Rock Slope Protection (Facing Class)	CY	45.00	45.00	0.0%	\$400.00	\$0.00	\$18,000.00
14	Class 2 Aggregate Base	CY	20.00	20.00	0.0%	\$900.00	\$0.00	\$18,000.00
15	Hot Mix Asphalt, Type A	TON	19.00	19.00	0.0%	\$500.00	\$0.00	\$9,500.00
16	4" Traffic Stripe (Painted)	LF	96.00	96.00	0.0%	\$50.00	\$0.00	\$4,800.00

ITEM SUBTOTAL **\$457,900.00**

CCO's	AUTHORIZED EXTRA WORK	METHOD/UNIT	QUANTITY	% TO DATE	% Δ	UNIT PRICE	OVER/(UNDER)	TO DATE
		LS						

CCO SUBTOTAL **\$0.00**

	DEDUCTIONS	METHOD/UNIT	QUANTITY	% TO DATE	% Δ	UNIT PRICE	OVER/(UNDER)	TO DATE
1								
2								

DEDUCTION SUBTOTAL **\$0.00**

Total Over/(Under) Payment **\$0.00**

TOTAL CONTRACT ITEM COSTS TO DATE	\$457,900.00
AUTHORIZED EXTRA WORK TO DATE	\$0.00
DEDUCTIONS TO DATE	\$ -
SUBTOTAL	\$457,900.00
5% RETENTION TO DATE	\$ (22,895.00)
PAYMENT TO DATE	\$435,005.00
CONTRACT ALLOTMENT	\$457,900.00
REMAINING BALANCE	\$22,895.00
PERCENT COMPLETE	95.00%

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: October 25, 2022

SUBJECT

Public Health - 5 year agreement between Amador Public Health and CA Department of Public Health Emergency Preparedness Office

Recommendation:

Approve agreement as presented

4/5 vote required:

No

Distribution Instructions:

Send signed resolution to Lindsey Clark in Public Health

ATTACHMENTS

- [ATF memo.doc](#)
- [Resolution with CA Dept of PH for EP Program FY 2022-2027.doc](#)
- [22-10638 Amador cdph1229 10.19.22.pdf](#)
- [22-10638 Amador Exhibit F FTC 10.19.22.pdf](#)
- [22-10638 CCC Form.pdf](#)
- [22-10638 ols004 Form.pdf](#)

Amador County Public Health Department □

10877 Conductor Blvd., Ste. 400
Sutter Creek, CA 95685
Phone (209) 223-6407
Fax (209) 223-1562



MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Joanne Hasson, Director of Public Health

DATE: October 25th, 2022

RE: Request Approval of 5 year (FY22/23 – FY26/27) Emergency Preparedness, Pan Flu, Hospital Preparedness Grant

Amador County Public Health is requesting the approval of the 5 year agreement with California Department of Public Health for the CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP) Funding. The program's mission is to fund in the amount of \$1,793,143 between July 1, 2022 and June 30, 2027 for public health and medical emergency preparedness goals and objectives in accordance with the Centers for Disease Control and Prevention (CDC) #5NU90TP922005-04-00 Public Health Emergency Preparedness (PHEP), the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness.

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

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
AND THE COUNTY OF AMADOR FOR THE
EMERGENCY PREPAREDNESS PROGRAM FOR FY2022-2027

RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that this Board does hereby approve the Emergency Preparedness agreement with the State of California Department of Public Health for fiscal years July 1, 2022 through June 30, 2027, in the amount of \$1,793,143; and

BE IT FURTHER RESOLVED that the Chairman of said Board hereby authorizes Joanne Hasson, Public Health Director to sign and execute said amendment 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 25th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

2022-23 to 2026-27 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP) Funding

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Amador Public Health, hereinafter “Grantee”

Implementing the CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP),” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10638

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under the California Health and Safety Code, Sections 101315 to 101319.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide funding for public health and medical emergency preparedness goals and objectives in accordance with the Centers for Disease Control and Prevention (CDC) #5NU90TP922005-04-00 Public Health Emergency Preparedness (PHEP), the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP), State General Fund (GF) Pandemic Influenza, and CDPH guidance.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,793,143

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Amador Public Health
Attention: Nathan Blair	Attention: Joanne Hasson
1615 Capital Avenue	Address: 10877 Conductor Blvd. Suite 400
Sacramento, CA 95814	City, ZIP: Sutter Creek 95685
(916) 650-6416	Phone: 209-223-6407
nathan.blair@cdph.ca.gov	Email: jhasson@amadorgov.org

Direct all inquiries to the following representatives:

California Department of Public Health, Emergency Preparedness Office	Grantee: County of Amador Public Health
Attention: Lauren Sater	Attention: Diana Evensen
1615 Capital Avenue	Address: 10877 Conductor Blvd. Suite 400
Sacramento, 95814	City, ZIP: Sutter Creek 95685
(916) 650-6416	Phone: 209-223-6407
Edmund.kwong@cdph.ca.gov	Email: devensen@amadorgov.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Amador Public Health
Attention: Fiscal Officer: Lindsey Clark
Address: 10877 Conductor Blvd. Suite 400
City, ZIP: Sutter Creek 95685
Phone: 209-223-6407
Email: lclark@amadorgov.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee

Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit B Attachment 1 Advance Payment Provisions
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.
Executed By:

Date: _____
Joanne Hasson, Public Health Director
County of Amador Public Health
10877 Conductor Blvd Ste. 400
Sutter Creek, CA 95685

Date: _____
Jeannie Galarpe, Chief
Contracts Management Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

**Exhibit F
Federal Terms and Conditions**

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Amador Public Health

Joanne Hasson

Name of Grantee

Printed Name of Person Signing for Grantee

22-10638

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.</p>	
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ _____</p>		
<p>6. Federal Department/Agency _____</p>	<p>7. Federal Program Name/Description: _____ _____</p>		
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: _____</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____ _____</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): _____ _____</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>		
	<p>Print Name: _____</p>		
	<p>Title: _____</p>		
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed
