

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

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 REMOTELY CALL IN USING THE FOLLOWING NUMBER:

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

Access Code: 758 573 6084#

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

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

If all Board Members are present in person, public participation by Zoom is for convenience only. If the zoom feed is lost/hacked for any reason, the meeting may nevertheless go forward at the discretion of the Chair. The only assurance of live comments being received by the Board is to attend in person. The Chair will call the meeting to order and after Board input, will invite the public to comment in person and online.

REGULAR MEETING AGENDA

DATE: Tuesday, April 09, 2024
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: ANTICIPATED LITIGATION - {Government Code 54956.9(d) (2)}

- 2.a. Claim of Daronta Lewis, Amador County Claim No. 24-04.
Suggested Action: Discussion and possible action.

3. CONFIDENTIAL MINUTES:

- 3.a. Review and possible approval of the March 26, 2024 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 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).

4. REGULAR AGENDA:

- 4.a. Child Abuse Prevention Council: Discussion and possible action relative to adoption and presentation of the Resolution proclaiming the month of April as Amador County Child Abuse Prevention Month.
Suggested Action: Approval.
[RES 24-0XX Child Abuse Prevention Month.doc](#)
- 4.b. Discussion and possible action relative to a presentation by the Public Works Director regarding the PG&E work currently underway on Shake Ridge Road and the associated repairs that are planned after that work is completed.
Suggested Action: No action recommended at this time.
- 4.c. Amador County Wine Heritage District: Discussion and possible action relative to introduction of an Ordinance regarding the potential formation of the ACWHD and the levy of assessments on wineries.
Suggested Action: Waive the reading and schedule for adoption on May 14, 2024.
[Amador County WHD_Ordinance_SR_18March2024_draft.docx](#)
[Amador County WHD_Ordinance_18March2024_draft.docx](#)
[ACWHD MDP_27April2023_Final.pdf](#)
- 4.d. General Services Administration: APN 044-540-100-000 (Health and Human Services Building)
Suggested Action: Discussion and possible action.
[Regular Session RFP Build to Suit Memo 2.22.24.pdf](#)
[Regular Session HHS Floor Plan of Existing Spaces Used 2.22.24.pdf](#)
- 4.e. Public Health: Presentation regarding Water Safety by Marcy Harlan, Public Health.
Suggested Action: Presentation only.
[ACPH - Water Safety Presentation - BOS.pdf](#)

- 4.f. Administrative Agency: Discussion and Possible Action Relative to Amending Section 19.30.020 Regarding Noncommercial Kennel Regulations.
Suggested Action: (Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.
[Kennel Ordinance Memo to Board \(3-29-24\).doc](#)
[Kennel Ordinance \(4-1-24\).docx](#)
[Kennel Ordinance \(CLEAN\) \(4-1-24\).docx](#)
- 4.g. Administrative Agency: Discussion and Possible Action Relative to Amending Section 3.20.120 Regarding Requirements for Recording Documents.
Suggested Action: Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.
[Section 3.20.120 Amendment -- Memo to Board \(3-29-24\).doc](#)
[Section 3.20.120 Ordinance \(4-1-24\).docx](#)
[Section 3.20.120 Ordinance \(CLEAN\)\(4-1-24\).docx](#)
- 4.h. Administrative Agency: Discussion and Possible Action Relative to Amending Chapter 19.64 Regarding Appeals on Staff Issued Use Permits.
Suggested Action: (Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.
[Staff Use Permit Appeal Memo to Board \(3-29-24\).doc](#)
[Staff Use Permit Appeal Ordinance \(4-1-24\).docx](#)
[Staff Use Permit Appeal Ordinance \(CLEAN\) \(4-1-24\).docx](#)
- 4.i. Administrative Agency: Discussion and Possible Action Relative to Amending Chapter 2.94 Regarding Administration of the Technical Advisory Committee.
Suggested Action: (Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.)
[TAC Memo to Board \(4-1-24\).doc](#)
[TAC Ordinance \(4-1-24\).docx](#)
[TAC Ordinance \(CLEAN\)\(4-1-24\).docx](#)
- 4.j. Review and possible approval of the March 26, 2024 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.

5. 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).

- 5.a. Resolution authorizing the District Attorney to apply for a grant investigating Workers' Compensation Fraud.
Suggested Action: Sign and Approve Resolution for Request Application for Grant Funds
[WC BOS 24_25 Resolution.doc](#)
- 5.b. Behavioral Health 2nd Amendment to Agreement with Sutter Center for Psychiatry fy 24-27
Suggested Action: Approve and sign the second amendment
[Memo to BOS regarding Sutter Center fy 24-27.pdf](#)
[Sutter Center 2nd amendment to agreement signed by contractor.pdf](#)
[1st Amendment to Agreement fy 21-24.pdf](#)
[Sutter Center for Psychiatry signed agreement July 2017 - June 2021.pdf](#)
[Sutter Center for Psychiatry Executed Exemption 3.19.2024.pdf](#)

- 5.c. General Services Administration: RFQ 23-05 Biological Investigation & Monitoring to Support Construction Project Work at the Buena Vista Landfill
Suggested Action: 1) Award RFQ 23-05 to Helix Environmental Planning Inc. for eighteen (18) months with the contract amount not to exceed \$30,000.00 and; 2) Authorize Jeff Gardner, Director of Solid Waste and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Helix's proposal dated March 16, 2023 and RFQ 23-05 and; 3) Approve the Board Chair to execute said agreement with Helix contingent upon agreeable terms and conditions.
[BOS MEMO RFQ 23-05 3.26.24.pdf](#)
[RFQ 23-05 Bid Receipt Log 3.16.23.pdf](#)
[Evaluation Sheet 5.2.23 1.pdf](#)
[Helix's Proposal.pdf](#)
[RFQ 23-05 Sample Services Agreement.pdf](#)
- 5.d. General Services Administration: PG&E - PSPS Community Resource Center
Suggested Action: Approved the attached License Agreement Amendment with PG&E P.G&E use of Vets Hall during PSPS Events 1st Amendment Memo 3.28.24.pdf
[Amador, Pioneer Veterans Hall 1st Amendment & Exhibit A to License Agreement 3.29.24.pdf](#)
[Pioneer_Veterans_Hall_Indoor_CRC_for_PSPS_Agreement_SIGNED_11.14.23.pdf](#)
- 5.e. Building Department: Agreement to Limit Use of Agricultural Structure for AG244972-Haeseker
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".
[AG244972_Haeseker.Agreement.pdf](#)
[AG244972_Haeseker.Resolution.docx](#)
- 5.f. Building Department: Agreement to Limit Use of Agricultural Structure for AG244965-Plasse
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".
[AG244965_Agreement.Plasse.pdf](#)
[AG244965_Resolution.Plasse.docx](#)
- 5.g. General Services Administration: Fifth Amendment for Aggression Replacement Therapy (ART) and 180 You-Turn Programs
Suggested Action: 1) Dispense with the formal bidding procedures and; 2) Approve the attached Fifth Amendment with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Program services for three (3) years, utilizing the same annual budget (\$19,279.00 for ART and \$34,378.00 for 180 You-Turn Program) and scope of work used in FY 18/19- FY 23/24.
[Memo to BOS Fifth Amendment for Nexus 3.29.24.pdf](#)
[Chief of Probation's memo date 3.27.24.pdf](#)
[Exemption Request to Competitive Bid.Proposal.pdf](#)
[Fifth Amendment with Nexus.pdf](#)
[Nexus' Proposal 3.27.24.pdf](#)
- 5.h. Amador County Sheriff's Office Association Canine Program Side Letter of Agreement
Suggested Action: Approve
[Memo SOA Side Letter.doc](#)

[soa side letter K9 DRAFT.pdf](#)
[Resolution SOA for Side Letter.doc](#)

- 5.i. Building Department: Agreement to Limit Use of Agricultural Structure for AG245007 - Adams
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".
[AG245007 - SIGNED AGREEMENT.pdf](#)
[AG245007 - Resolution.docx](#)
[AG245007 - AFT.pdf](#)
[AG245007 - Plot Plan.pdf](#)
- 5.j. Surveying Department-request to adopt the resolution approving a one year extension for completing the process of recording deeds in relation to approved Boundary Line Adjustment 2021-10 for Kobias D. Coon, Lorelei J. Arellano, and Janine Morrison. The properties are along Tabeaud Road. Assessor's Parcel No.'s 036-360-010 and 036-370-001.
Suggested Action: Adopt the resolution.
[Extension request staff report - Copy.docx](#)
[Coon ROA extension.doc](#)
[067M018.pdf](#)
[Coon_Before_and_After_map.pdf](#)
[Extension_Request_letter_from_customer_BLA_2021-10.pdf](#)
- 5.k. Drytown County Water District: The Political Reform Act (Government Code Sections 87200 et seq.) requires all local agencies to adopt a conflict of interest code, which is not effective until it has been approved by the code-reviewing body. The County Board of Supervisors is the code-reviewing body for all Amador County local agencies, including Drytown County Water District. The code must include a list of positions for which economic interest disclosures must be filed. Government Code section 87306 further provides that changed circumstance, including the creation of new positions, require amendment to the conflict of interest code which then must be approved by the code-reviewing body.
Suggested Action: Approval
[20240402161148.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, APRIL 23, 2024 AT 9:00 A.M. (CLOSED SESSION

BEGINS AT 8:30 A.M.) In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 9, 2024

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: April 9, 2024

SUBJECT

Claim of Daronta Lewis, Amador County Claim No. 24-04.

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: April 9, 2024

SUBJECT

Review and possible approval of the March 26, 2024 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 9, 2024

SUBJECT

Child Abuse Prevention Council: Discussion and possible action relative to adoption and presentation of the Resolution proclaiming the month of April as Amador County Child Abuse Prevention Month.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Gina Whitaker, File

ATTACHMENTS

- [RES 24-0XX Child Abuse Prevention Month.doc](#)

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

IN THE MATTER OF:

RESOLUTION PROCLAIMING THE MONTH OF APRIL AS) RESOLUTION NO. 24-0XX
“AMADOR COUNTY CHILD ABUSE PREVENTION” MONTH)

WHEREAS, all children deserve to grow up in a safe and nurturing environment to ensure they reach their full potential; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, our children are our most valuable resources and will shape the future of Amador County; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs, activities, and policies that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby proclaim the month of April, 2024, as AMADOR COUNTY CHILD ABUSE PREVENTION MONTH and urge all citizens to use this time to reaffirm our dedication to preventing child abuse and neglect and protecting our community’s children; and

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 9th day of April 2024 by the following vote:

AYES:
NOES:
ABSENT:

Brian Oneto, Chairman, Board of Supervisors

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

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: April 9, 2024

SUBJECT

Discussion and possible action relative to a presentation by the Public Works Director regarding the PG&E work currently underway on Shake Ridge Road and the associated repairs that are planned after that work is completed.

Recommendation:

No action recommended at this time.

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 9, 2024

SUBJECT

Amador County Wine Heritage District: Discussion and possible action relative to introduction of an Ordinance regarding the potential formation of the ACWHD and the levy of assessments on wineries.

Recommendation:

Waive the reading and schedule for adoption on May 14, 2024.

4/5 vote required:

No

Distribution Instructions:

Auditor-Controller, Treasurer, Budget Analyst, File

ATTACHMENTS

- [Amador County WHD_Ordinance_SR_18March2024_draft.docx](#)
- [Amador County WHD_Ordinance_18March2024_draft.docx](#)
- [ACWHD MDP_27April2023_Final.pdf](#)

MEMORANDUM

DATE: April 9, 2024
TO: Honorable Chairman and Board Members
FROM:
SUBJECT: Public Meeting and Introduce the Ordinance to Form the Amador County Wine Heritage District

RECOMMENDATION

Hold a public meeting and introduce the Ordinance to form the Amador County Wine Heritage District (ACWHD).

RESULT OF RECOMMENDED ACTION

Holding a public meeting and conducting the introduction of the Ordinance will result in a public hearing to adopt the Ordinance at the public hearing on May 14, 2024, on the formation of the ACWHD and the levy of assessments on wineries.

BACKGROUND

The ACWHD is a benefit assessment district proposed to create a revenue source to help fund marketing and brand awareness efforts and quality education programs for Amador County wineries. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional sales directly to payors. The proposed ACWHD includes all wineries, existing and in the future, within the boundaries of the County of Amador, including the cities of Plymouth, Amador City, and Sutter Creek.

Winery owners decided to pursue formation of the ACWHD in order to create a revenue source devoted to marketing Amador County as a tourist destination. If established, the ACWHD would generate approximately \$342,000 on an annual basis for promotion of winery businesses in Amador County.

WINE HERITAGE DISTRICTS

Wine Heritage Districts (WHDs) utilize the efficiencies of private sector operation in the market-based promotion of business districts. These special assessment districts allow winery owners to organize their efforts to increase sales and promotional efforts. Winery owners within the WHD fund the WHD, and those funds are used to provide services that are desired by and benefit the wineries within the WHD.

WHD benefits:

- Funds cannot be diverted for other government programs;
- Services are customized to fit the needs of each district;
- They allow for a wide range of services; including: marketing of the district, business promotion activities, and infrastructure improvements;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for business promotion.

In California, WHDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between WHDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the WHD.

MANAGEMENT DISTRICT PLAN

The Management District Plan (**Attachment 1**) includes the proposed boundary of the ACWHD, a service plan and budget and a proposed means of governance. The ACWHD will include all wineries, existing and in the future, within the boundaries of the County of Amador, including the cities of Plymouth, Amador City and Sutter Creek.

The annual assessment rate is one percent (1%) of gross direct to consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the County of Amador. Revenue generated from the ACWHD is intended only to provide programs and services for assessed businesses, all of which are located in the County of Amador. Sales made outside of the ACWHD boundaries are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the County of Amador.

During the five (5) year term, the assessment rate may be increased annually by the ACWHD Owners' Association upon approval from the County of Amador Board of Supervisors (Board) by a maximum of one-half of one percent (0.5%) of gross direct to consumer sales revenue per year. The total assessment rate may not exceed two percent (2%). The assessment rate may also be decreased but shall not drop below the initial assessment rate of one percent (1%). Any proposed assessment rate increase or decrease approved by the Owners' Association shall be included in the annual report and shall not be effective until approved by the Board.

The proposed ACWHD will have a five (5) year term, beginning June 1, 2024, or as soon as possible thereafter, and ending five (5) years from its start date. Once per year beginning on the anniversary of ACWHD formation there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the ACWHD.

The County of Amador or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis from each winery located in the ACWHD boundaries. The County of Amador shall forward the assessments to an Owners' Association, which will have the responsibility of managing ACWHD programs as provided in the Management District Plan. The County of Amador or a third-party collection agency shall

be paid a fee equal to three percent (3%) of the amount of assessment collected to cover its costs of collection and administration.

ACWHD FORMATION PROCESS

- March 12, 2024 **RESOLUTION OF INTENTION HEARING (COMPLETED)**
Upon the submission of a written petition, signed by the winery owners in the proposed ACWHD who will pay more than fifty percent (50%) of the assessments proposed to be levied, the Board may initiate proceedings to establish the ACWHD by the adoption of a resolution expressing its intention to form the ACWHD.
- Petition Status:* Petitions in favor of ACWHD formation were submitted by 32 wineries, which represent 59.82% of the total ACWHD assessment. This majority petition allows the Board to initiate proceedings for ACWHD formation at the March 12, 2024 meeting.
- March 12, 2024 **RESOLUTION REQUESTING CONSENT (COMPLETED)**
Upon adoption of the Resolution of Intention, the County of Amador must request consent from all jurisdictions to be included in the proposed ACWHD. Consent must be received from the jurisdictions prior to the final public hearing for their jurisdiction to be included in the established ACWHD.
- No later than
March 30, 2024 **NOTICE (COMPLETED)**
The 94 Law requires the County of Amador to mail written notice to the owners of all businesses proposed to be within the ACWHD. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest ACWHD formation.
- April 9, 2024 **PUBLIC MEETING AND INTRODUCTION OF THE ORDINANCE**
Allow public testimony on the formation of the ACWHD and levy of assessments. Following the public meeting, the Board shall move to introduce the Ordinance to form the ACWHD and to levy the assessments.
- May 14, 2024 **FINAL PUBLIC HEARING AND ADOPTION OF FORMATION ORDINANCE**
If written protests are received from the owners of businesses in the proposed ACWHD which will pay fifty percent (50%) or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Board.
- If the Board, following the public hearing, decides to establish the proposed ACWHD, the Board shall adopt a resolution of formation.

Following a successful public hearing the Board shall convene to adopt the Ordinance forming the ACWHD and levying the assessment. Upon successful passage of the Ordinance, the ACWHD shall be formed, and the Ordinance shall go into effect thirty (30) days after successful passage of the Ordinance.

ALTERNATIVES

The Board could choose not to hold the public meeting and introduce the Ordinance to form the ACWHD. Staff does not recommend this option.

FISCAL IMPACT

None immediately. The County of Amador or a third-party collection agency will receive a fee of three percent (3%) of the amount collected to cover its costs of administration. Because the ACWHD programs are intended to increase visitation to the County of Amador, there may be an increase in transient occupancy tax and sales tax collections.

COUNTY OF AMADOR

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR
AMENDING CHAPTER xx OF THE AMADOR COUNTY CODE FORMING THE AMADOR
COUNTY WINE HERITAGE DISTRICT

WHEREAS, wineries who will pay more than fifty percent (50%) of the proposed assessment have petitioned the Board of Supervisors to form the Amador County Wine Heritage District (ACWHD); and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on wineries to pay for marketing and brand awareness, quality and education programs, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed businesses within the ACWHD will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on March 12, 2024 at 9:00 AM at the Board of Supervisors Chambers, located at 810 Court Street, Jackson, CA 95642, the Board of Supervisors adopted a Resolution of Intention, Resolution No.24-030; and

WHEREAS, the public meeting and public hearing to consider the formation of the ACWHD have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on April 9, 2024, at 9:00 AM at the Board of Supervisors Chambers, located at 810 Court Street, Jackson, CA 95642, the Board of Supervisors held a public meeting regarding the formation of the ACWHD, conducted an introduction of the ordinance to form the ACWHD and the levy of assessments, and the Board of Supervisors heard and received objections and protests, if any, to the formation of the ACWHD and the levy of the proposed assessment; and

WHEREAS, on May 14, 2024 at 9:00 AM at the Board of Supervisors Chambers, located at 810 Court Street, Jackson, CA 95642, the Board of Supervisors held a public hearing to form the ACWHD and implement the levy of assessments, and the Board of Supervisors heard and received all objections and protests, if any, to the formation of the ACWHD and the levy of the proposed assessment; and

WHEREAS, following the public hearing, on May 14, 2024, at the Board of Supervisors Chambers, located at 810 Court Street, Jackson, CA 95642, the Board considered adoption of this ordinance, forming the ACWHD and levying the assessment; and

WHEREAS, the County Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the formed ACWHD who would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each assessed business; and

WHEREAS, pursuant to the Taxpayer Protection and Government Accountability Act (TPGAA), an initiative certified eligible for qualification for the November 5, 2024, general election ballot, the proposed

assessment is an exempt charge pursuant to TPGAA Section 5(j)(6), as the ACWHD is a winery heritage district formed under the provisions of the Property and Business Improvement District Law of 1994, as set forth in the Streets and Highways Code §36600, et seq.; and

WHEREAS, the amount of the proposed assessment for the ACWHD will total approximately \$342,000 in the first year. Pursuant to the TPGAA, the County of Amador has found the proposed assessment amount is reasonable given the scope of services to be provided and shall not exceed the actual cost of providing the ACWHD services to the payors; and

WHEREAS, adoption of this Ordinance does not diminish the legal effect of the adoption of the Resolution of Formation.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter **xx** of the Amador County Code is hereby amended to read as follows:

xx.xx.010. CREATED.

The County of Amador hereby creates the Amador County Wine Heritage District (ACWHD), for a five (5) year life, beginning June 1, 2024, or as soon as possible thereafter, and ending five (5) years from its start date, under the provisions of the Property and Business Improvement District Law of 1994, as set forth in the Streets and Highways Code of the state of California, Section 36600 et seq.

xx.xx.020. Management District Plan.

The Management District Plan (Plan) presented at the final public hearing of the formation of the ACWHD held pursuant to the Property and Business Improvement District Law of 1994 is hereby adopted and approved.

xx.xx.030. Activities and Improvements.

1. The activities to be provided to benefit businesses in the ACWHD will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the ACWHD; to provide activities or improvements outside the ACWHD; or for any purpose other than the purposes specified in this ordinance, the Resolution of Intention, the Resolution of Formation, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the ACWHD boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the ACWHD.
2. The Board of Supervisors finds as follows:
 - a. The activities funded by the assessment will provide a specific benefit to assessed businesses within the ACWHD that is not provided to those not paying the assessment.
 - b. The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
 - c. The assessment is a charge imposed for a specific government service or product provided directly

- to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
- d. Assessments imposed pursuant to the ACWHD are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a customer, that portion shall be specifically called out and identified for the customer in any and all communications from the business owner as the “ACWHD Assessment” as specified in the Plan.
3. The assessments levied for the ACWHD shall be applied toward marketing and brand awareness, quality and education programs, and other improvements and activities as set forth in the Plan.
 4. Assessments levied on wineries pursuant to this ordinance shall be levied on the basis of benefit. Because the services provided are intended to increase sales revenue for assessed winery businesses, an assessment based on gross direct to consumer sales revenue on winery sales is the best measure of benefit.

xx.xx.040. Budget.

The assessments for the entire ACWHD will total approximately \$342,000 in year one (1). A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as sales do and if the assessment rate is increased or decreased.

xx.xx.050. Bonds

Bonds shall not be issued to fund the ACWHD.

xx.xx.060. Boundaries.

The established ACWHD includes all wineries, existing and in the future, within the boundaries of the County of Amador, including the cities of Plymouth, Amador City and Sutter Creek as described and shown on the map in the Management District Plan.

xx.xx.070. Assessments.

1. The annual assessment rate is one percent (1%) of gross direct to consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the County of Amador. Revenue generated from the ACWHD is intended only to provide programs and services for assessed businesses, all of which are located in the County of Amador. Sales made outside of the ACWHD boundaries are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the County of Amador.
2. During the five (5) year term, the assessment rate may be increased annually by the ACWHD Owners' Association upon approval from the Board of Supervisors by a maximum of one-half of one percent (0.5%) of gross direct to consumer sales revenue per year. The total assessment rate may not exceed two percent (2%). The assessment rate may also be decreased but shall not drop below the initial assessment rate of one percent (1%). Any proposed assessment rate increase or decrease approved by the Owners' Association shall be included in the annual report and shall not be effective until

approved by the Board of Supervisors.

3. The assessments shall be used for the purposes set forth herein and any funds remaining at the end of any year may be used in subsequent years in which the ACWHD assessment is levied as long as they are used consistent with the requirements set forth herein.

xx.xx.080. Collections.

The County or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, interest, and overdue charges) from each winery located in the boundaries of the ACWHD. The County or a third-party collection agency shall take all reasonable efforts to collect the assessments from each winery.

xx.xx.090. Owners' Association.

The Board of Supervisors through adoption of this ordinance and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the ACWHD as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that a new 501(c)(6) non-profit corporation shall be formed to serve as the ACWHD Owners' Association. Passage of this ordinance authorizes the Board of Supervisors to contract with the Owners' Association to administer the ACWHD.

xx.xx.100. Annual Report.

The Owners' Association, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the ACWHD.

xx.xx.110. Amendments to Enabling Legislation.

The ACWHD formed pursuant to this ordinance shall be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

Section 2. Severability. If any section, subsection, sentence, clause or phrase or word of this Ordinance is for any reason held to be unconstitutional, unlawful or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors of the County of Amador declares that it would have passed and adopted this ordinance and each and all provisions irrespective of the fact that any one or more of said provisions may be declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. Effective Date. This ordinance of the County of Amador shall be effective thirty (30) days after its passage, this ordinance or a summary thereof, as provided in Government Code Section 36933, shall be published at least once in a newspaper of general circulation published and circulated in the County of Amador, along with the names of the Board of Supervisors voting for and against its passage.

INTRODUCED by the Board of Supervisors of the County of Amador on the 9th day of April, 2024, and PASSED and APPROVED on the 14th day of May, 2024, by the following roll call vote:

AYES:	COUNTY SUPERVISORS:
NOES:	COUNTY SUPERVISORS:
ABSENT:	COUNTY SUPERVISORS:
ABSTAINING:	COUNTY SUPERVISORS:

SO ORDERED:

ATTEST:

CLERK

CHAIR

COUNTY

2023-2028



**AMADOR COUNTY
WINE HERITAGE DISTRICT
MANAGEMENT DISTRICT PLAN**

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

April 27, 2023

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I. OVERVIEW

Developed by Amador Vitners' Association (AVA), the Amador County Wine Heritage District (ACWHD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and brand awareness efforts and quality and education programs for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional sales directly to payors.

Location: The ACWHD includes all wineries, existing and in the future, located within the boundaries of the County of Amador, including the cities of Plymouth, Amador City and Sutter, as shown on the map in Section III.

Services: The ACWHD is designed to provide specific benefits directly to payors by increasing winery sales and revenue therefrom. Marketing and brand awareness, and quality and education programs will promote assessed wineries in the ACWHD to increase winery sales revenue.

Budget: The total ACWHD annual assessment budget for the initial year of its five (5) year operation is anticipated to be approximately \$342,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as sales do and if the assessment rate is increased pursuant to this Plan.

Cost: The annual assessment rate is one percent (1%) of gross direct to consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California. Revenue generated from the ACWHD is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of Amador County as a premier winery destination with the desired outcome of increased in-person visitation to businesses paying the assessment.

During the five (5) year term, the assessment rate may be increased annually by the ACWHD Owners' Association upon approval from the Board of Supervisors by a maximum of one-half of one percent (0.5%) of gross direct to consumer sales revenue per year. The total assessment rate may not exceed two percent (2%). The assessment rate may also be decreased but shall not drop below the initial assessment rate of one percent (1%). Any proposed assessment rate increase or decrease approved by the Owners' Association shall be included in the annual report and shall not be effective until approved by the Board of Supervisors.

Collection: The County or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery located in the boundaries of the ACWHD. The County or a third-party collection agency shall take all reasonable efforts to collect the assessments from each winery.

Duration: The ACWHD will have a five (5) year life, beginning October 1, 2023 or as soon as possible thereafter, and ending five (5) years from its start date. After the life of the ACWHD, the ACWHD may be renewed pursuant to the 94 Law if assessed business owners support continuing the ACWHD programs. Once per year, beginning on the anniversary of ACWHD formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a Board of Supervisors hearing on ACWHD termination.

Management: A new 501(c)(6) non-profit corporation shall be formed to serve as the ACWHD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the Board of Supervisors.

II. BACKGROUND

Wine Heritage Districts (WHDs) are an evolution of the traditional Business Improvement District (BID). BIDs utilize the efficiencies of private sector operation in the market-based promotion of business districts. BIDs allow business owners to organize their efforts to increase sales and promotional efforts. Business owners within the district fund a BID, and those funds are used to provide services that the businesses desire and benefit the businesses within the district.

Business Improvement District services may include, but are not limited to:

- Marketing of the District
- Business Promotion Activities
- Infrastructure Improvements

In California, BIDs are formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. *The key difference between BIDs and other special benefit assessment districts is that funds raised are managed by the private non-profit corporation governing the district.*

There are many benefits to Business Improvement Districts:

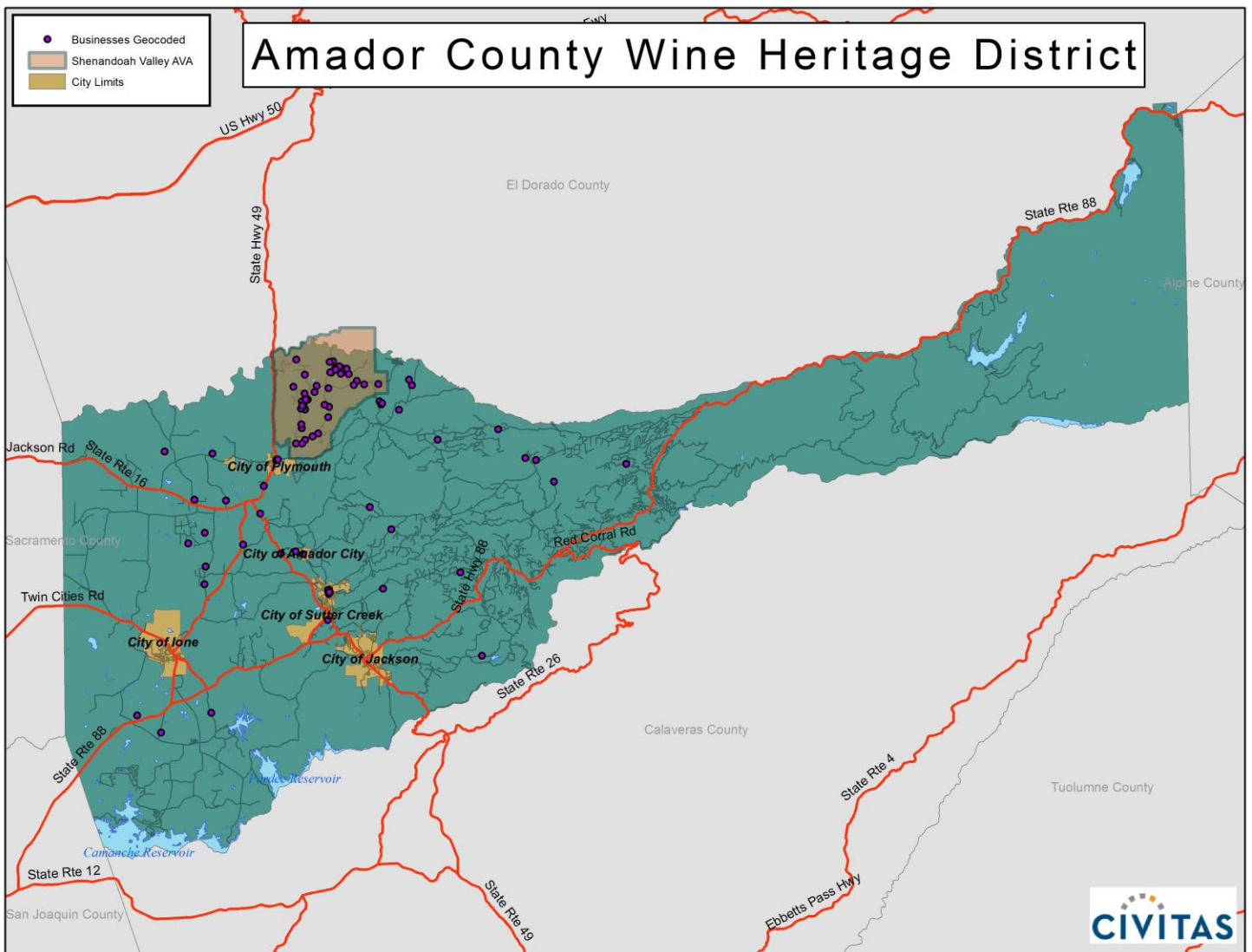
- Funds cannot be diverted for other government programs;
- Services are customized to fit the needs of each district;
- They allow for a wide range of services, including those listed above;
- Business Improvement Districts are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable funding source for business promotion.

The 94 Law is provided in Appendix 1 of this document.

III. BOUNDARY

The ACWHD will include all wineries, existing and in the future, available for public occupancy within the boundaries of the County of Amador, including the cities of Plymouth, Amador City and Sutter Creek, as shown on the map below. A complete listing of wineries within the ACWHD can be found in Appendix 2.

The term “winery” as used herein means: an agricultural facility used for the processing (fermentation when combined with any two of the following: crushing, pressing, aging, blending or bottling) of juices into wine or the re-fermenting of still wine into sparkling wine and which is currently bonded as such by the Alcohol and Tobacco Tax and Trade Bureau and has a current California Alcohol Beverage Control winegrower’s 02 master license. (Ord. 1708 §2, 2011: Ord. 1320 §2, 1993).

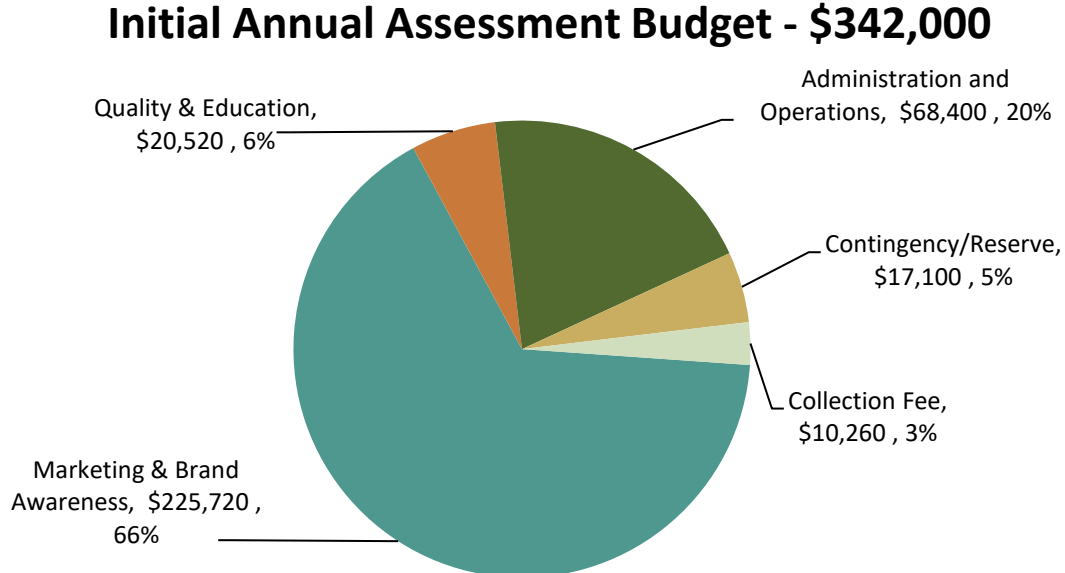


IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the County of conferring the benefits or granting the privileges. The privileges and services provided with the ACWHD funds are marketing and brand awareness and quality and education programs available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by the Owners' Association. The table below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial assessment budget is \$342,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the County and the Owners' Association board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the ACWHD, any and all assessment funds may be used for the costs of defending the ACWHD. Over the (5) year term, the costs of creating the ACWHD may be repaid by deducting repayment funds proportionally from budget categories. Repayment costs shall not exceed \$15,000 annually.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to

multiple budget categories. The staffing levels necessary to provide the services below will be determined by the Owners' Association on an as-needed basis.

Marketing & Brand Awareness

A brand awareness marketing program will promote the ACWHD as a premium winegrowing region and as a leader in the global wine community. The brand awareness marketing program will have a central theme of promoting the ACWHD as a desirable place to experience Amador County wineries, and as a desirable area to purchase wines and other estate produced products. The program has the goal of increasing demand for visitation to the winegrowing region, retail sales, affinity for ACWHD grapes and wines, and recognition at and for assessed businesses, and may include but is not limited to the following activities:

- **Advertising** across any and all media channels to promote assessed winery tasting rooms on a local, regional or national level, including but not limited to: digital, print, television, radio and strategic brand partnerships;
- **Media Relations** – Promoting assessed winery tasting rooms through development of media relations strategies, including but not limited to: media familiarization tours, proactive media pitching and influencer relations;
- **Digital Marketing** – Utilizing paid, earned and owned social media to increase awareness of and engagement with assessed businesses;
- **Events** – Developing and executing winery focused special events to attract customers to assessed businesses;
- **Trade & Industry Engagement** – Ensuring representatives are provided the opportunity to attend trade shows, meetings, industry conferences, road shows, and events to promote assessed businesses; Create programs that engage key trade and industry influencers with the Amador region;
- **Print Collateral** – Preparing and producing collateral, promotional materials such as brochures, flyers and maps for assessed winery tasting rooms;
- **Brand Enhancement** – Engage with third party brand development agency to develop brand platform and materials to assist with marketing assessed winery hospitality facilities;
- **Consumer Analytics** – Identify and leverage consumer demographic, geographic and psychographic data to target messaging that markets Amador County as a premier, unique wine destination to attract customers to assessed winery hospitality facilities; and
- **Signage Program** – Ensure coordinated local signage for the Amador County wine region.

Quality & Education

Educational programs for assessed wineries shall be designed to establish excellence and leadership in the industry and developed with the goal of increasing visitation, sales, and brand value for assessed wineries. The program may include initiatives to enhance wine quality and secure industry recognition for Amador County Wine Country as a premier wine region, and to provide support for assessed wineries in emerging technical trends. Educational programs and training for assessed wineries may be developed related to sales, hospitality, direct to consumer, marketing, media interviews, business operations and best practices.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

Collection Fee

Amador County or a third-party collection agency shall be paid a fee equal to three percent (3%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency / Reserve

The budget includes a contingency line item to account for lower than anticipated assessments. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration or renewal costs at the discretion of the Owners’ Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Owners’ Association. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the Owners’ Association. The reserve fund may be used for the costs of renewing the ACWHD.

B. Annual Budget

The total five (5) year assessment budget is projected at approximately \$342,000 annually, or \$3,113,319 through 2028 if maximum assessment rates are adopted. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as sales do and if the assessment rate is increased pursuant to this Plan.

The table below demonstrates the estimated maximum total assessment with the assumption that assessment rates will be increased by one half percent (0.5%) in each fiscal year until the maximum assessment rate of two percent (2%) has been reached, as it is a required disclosure, it is not the anticipated course of action. If the maximum annual assessment increases are adopted by the Owners’ Association, the estimated annual budget may increase as shown in the table below. Additionally, a three percent (3%) annual increase in the total budget is shown to account for estimated increased sales as a result of ACWHD efforts. This three percent (3%) annual increase is a conservative estimate based on the effect of similarly sized WHD budgets.

Year	Marketing & Brand Awareness	Quality & Education	Administration & Operations	Contingency/Reserve	Collection Fee	Total
2023-24	\$225,720	\$20,520	\$68,400	\$17,100	\$10,260	\$342,000
2024-25	\$348,737	\$31,703	\$105,678	\$26,420	\$15,852	\$528,390
2025-26	\$478,933	\$43,539	\$145,131	\$36,283	\$21,770	\$725,656
2026-27	\$493,301	\$44,846	\$149,485	\$37,371	\$22,423	\$747,425
2027-28	\$508,100	\$46,191	\$153,970	\$38,492	\$23,095	\$769,848
Total	\$2,054,790	\$186,799	\$622,664	\$155,666	\$93,400	\$3,113,319

The table below demonstrates the estimated annual improvement and service plan budget with the assumption that the rates will not be increased during the ACWHD’s five (5) year term. Additionally, a three percent (3%) annual increase in the total budget is shown to account for estimated increased sales as a result of ACWHD efforts.

Year	Marketing & Brand Awareness	Quality & Education	Administration & Operations	Contingency/Reserve	Collection Fee	Total
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2023-24	\$225,720	\$20,520	\$68,400	\$17,100	\$10,260	\$342,000
2024-25	\$232,492	\$21,136	\$70,452	\$17,613	\$10,568	\$352,260
2025-26	\$239,466	\$21,770	\$72,566	\$18,141	\$10,885	\$362,828
2026-27	\$246,650	\$22,423	\$74,743	\$18,686	\$11,211	\$373,713
2027-28	\$254,050	\$23,095	\$76,985	\$19,246	\$11,548	\$384,924
Total	\$1,198,378	\$108,943	\$363,145	\$90,786	\$54,472	\$1,815,724

C. California Constitutional Compliance

The ACWHD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.¹ Rather, the ACWHD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the ACWHD, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”² The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the ACWHD. The activities described in this Plan are specifically targeted to increase sales for assessed wineries within the boundaries of the ACWHD, and are narrowly tailored. ACWHD funds will be used exclusively to provide the specific benefit of increased sales directly to the assessees. Assessment funds shall not be used to feature non-assessed wineries in ACWHD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses. Nothing in this Plan limits the ability of the Owners’ Association to enter into private contracts with non-assessed wineries for the provision of services to those businesses.

The assessment imposed by this ACWHD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in sales. The specific benefit of an increase in sales for assessed wineries will be provided only to wineries paying the district assessment, with marketing and brand awareness and quality and education programs promoting wineries paying the ACWHD assessment. The marketing and brand awareness, and quality and education programs will be designed to increase sales at each assessed winery. Because they are necessary to provide the marketing and brand awareness and quality and education programs that specifically benefit the assessed wineries, the administration and contingency services also provide the specific benefit of increased sales to the assessed wineries.

Although the ACWHD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

² Cal. Const. art XIII C § 1(e)(1)

specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”³

2. Specific Government Service

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”⁴ The legislature has recognized that marketing and promotions services like those to be provided by the ACWHD are government services within the meaning of Proposition 26⁵. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”⁶

3. Reasonable Cost

ACWHD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the Owners’ Association, and reports submitted on an annual basis to the County. Only assessed wineries will be featured in marketing materials, receive sales leads generated from ACWHD-funded activities, be featured in advertising campaigns, and benefit from other ACWHD-funded services. Non-assessed wineries will not receive these, nor any other, ACWHD-funded services and benefits.

The ACWHD-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed wineries receive incremental sales, that portion of the promotion or program generating those sales shall be paid with non-ACWHD funds. ACWHD funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental sales for non-assessed businesses.

D. Assessment

The annual assessment rate is one percent (1%) of gross direct to consumer sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California. Revenue generated from the ACWHD is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit, including those sales made to ship wine from assessed wineries within the ACWHD, as described below. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of Amador County as a premier winery destination with the desired outcome of increased in-person visitation to business paying the assessment. Assessments shall only be levied on sales conducted within the boundaries of the ACWHD. Sales derived from wine shipping purchases, including but not limited to those made in relation to wine club memberships, out of state purchases, or purchases made by phone, shall not be subject to ACWHD assessment. For example, if an assessed winery owner travels outside of the state of California to sell wine from their ACWHD assessed business, such sales

³ Government Code § 53758(a)

⁴ Cal. Const. art XIII C § 1(e)(2)

⁵ Government Code § 53758(b)

⁶ Government Code § 53758(b)

shall not be subject to assessment. However, if a customer from outside of the state travels to wineries assessed within the ACWHD and purchases wine, such sales shall be subject to assessment.

During the five (5) year term, the assessment rate may be increased annually by the ACWHD Owners' Association upon approval from the Board of Supervisors by a maximum of one-half of one percent (0.5%) of gross direct to consumer sales revenue per year. The total assessment rate may not exceed two percent (2%). The assessment rate may also be decreased but shall not drop below the initial assessment rate of one percent (1%). Any proposed assessment rate increase or decrease approved by the Owners' Association shall be included in the annual report and shall not be effective until approved by the Board of Supervisors.

The term "gross sales revenue" as used herein means: the consideration charged by wineries, for all direct-to-consumer sales of wine, wine club shipments (whether shipped or picked up), ticket sales, tasting fees, tours and private and public special events, or events where the assessed winery business furnishes food and/or beverages as part of a facility use fee or listed as a separate fee, merchandise, prepared and packaged foods for on-premise or off-premise consumption (whether sold in a tasting room or a stand-alone restaurant on- premise), orders placed via telemarketing, telephone, online, email, whether carried out at the time of purchase, shipped or picked up at a later date (pre-sales). Gross sales revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to sales and use taxes.

The assessment is levied upon and a direct obligation of the assessed winery. However, the assessed winery may, at its discretion, pass the assessment on to customers. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business. If the ACWHD assessment is identified separately it shall be disclosed as the "ACWHD Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed winery even if it is passed on to customers. The California Department of Tax and Fee Administration (CDTFA) issued a written opinion that state sales tax applies to the revenue generated from Business Improvement District assessments on items where state sales tax is levied. In light of CDTFA's opinion, businesses that pay both state sales tax and ACWHD assessments on sales are advised to collect sales tax on the assessment revenue.

Bonds shall not be issued.

E. Penalties and Interest

The ACWHD shall reimburse the County of Amador or the third-party collection agency for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent ACWHD assessment are sought to be recovered in the same collection action by the County, the ACWHD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency*

Any winery that fails to remit any assessment imposed by this section within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the assessment.

2. *Continued Delinquency*

Any winery that fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second

delinquency penalty of ten percent (10%) of the assessment in addition to the assessment and the ten percent (10%) penalty first imposed.

3. Fraud

If the County or third-party collection agency determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in paragraph one (1) and two (2) above of this section.

4. Interest

In addition to the penalties imposed, any winery who fails to remit any assessment imposed by this section shall pay interest at the rate of one-quarter of one percent (0.25%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

F. Time and Manner for Collecting Assessments

The ACWHD assessment will be implemented beginning October 1, 2023 and will continue five (5) years from the start date. The County or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery. The County or a third-party collection agency shall take all reasonable efforts to collect the assessments from each winery. The County or a third-party collection agency shall forward the assessments collected to the Owners' Association.

V. GOVERNANCE

A. Owners' Association

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the ACWHD as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that a new 501(c)(6) non-profit corporation shall be formed to serve as the Owners' Association for the ACWHD. The Owners' Association must provide an annual report on activities and expenditures to the County, which is also available to business owners.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Owners' Association board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The Owners' Association shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
 - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a

statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the

public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
 - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES*

Business Name	Street #	Street Name	Street Suffix	Street Suite	City	State	Zip
2m3ys Llc dba Le Mulet Rouge	59	Main	St		Sutter Creek	CA	95685
Amador Cellars	11093	Shenandoah	Rd		Plymouth	CA	95669
Amador Foothill Winery	12500	Steiner	Rd		Plymouth	CA	95669
Andis Wines	11000	Shenandoah	Rd		Plymouth	CA	95669
Avio Vineyards	14520	Ridge	Rd		Sutter Creek	CA	95685
Baiocchi Wines & Vineyards	82	Main	St		Sutter Creek	CA	95685
Bella Grace Vineyards	73	Main	St		Sutter Creek	CA	95685
Bellagrace Vineyards	30	Prospect	Dr	Ste 3	Sutter Creek	CA	95685
Bellagrace Vineyards	22715	Upton	Rd		Plymouth	CA	95669
Belledor Vineyards	13391	Shenandoah	Rd		Plymouth	CA	95669
Bianchini Cellars	18590	Ponderosa Hills	Rd		Volcano	CA	95689
Binz Wines	14167	Main	St		Amador City	CA	95601
Borjon Winery	11270	Shenandoah	Rd		Plymouth	CA	95669
Bray Vineyards	10590	Shenandoah	Rd		Plymouth	CA	95669
Casino Mine Vineyard	13608	Shenandoah	Rd		Plymouth	CA	95669
CG Di Arie Vineyard & Winery	19919	Shenandoah School	Rd		Plymouth	CA	95669
Charles Spinetta Winery	12557	Steiner	Rd		Plymouth	CA	95669
Cmv Llc	13608	Shenandoah	Rd		Plymouth	CA	95669
Convergence Vineyards	14650	Highway 124			Plymouth	CA	95669
Cooper Vineyards	21365	Shenandoah School	Rd		Plymouth	CA	95669
Cooper Vineyards	21215	Shenandoah School	Rd		Plymouth	CA	95669
Damas Vineyards	21004	Ostrom	Rd		Fiddletown	CA	95629
Davancy Winery	21220	Ostrom	Rd		Fiddletown	CA	95629
Deaver Vineyards	12455	Steiner	Rd		Plymouth	CA	95669
Di Stasio Vineyards and Wines	10788	Shenandoah	Rd		Plymouth	CA	95669
Dianda Vin	22105	Lawrence	Rd		Fiddletown	CA	95629
Dillian Wines	12138	Steiner	Rd		Plymouth	CA	95669
Distant Cellars	40	Bryson	Dr		Sutter Creek	CA	95685
Dobra Zemlja Winery	12505	Steiner	Rd		Plymouth	CA	95669
Domaine De La Terre Rouge	10601	Valley	Dr		Plymouth	CA	95669
Domaine De La Terre Rouge	10081	Dickson	Rd		Plymouth	CA	95669
Drytown Cellars	16030	Highway 49			Drytown	CA	95699
End Of Nowhere	14204	Main	St	Ste 3	Amador City	CA	95601
Estey Family Vineyard	21271	Latrobe	Rd		Plymouth	CA	95669
Fate Wines	9414	Main	St	Unit 2	Plymouth	CA	95669
Feist Wines	15	Eureka	St		Sutter Creek	CA	95685

Feist Wines	15950	State Highway 49			Drytown	CA	95699
Helwig Tasting Room	11555	Shenandoah	Rd		Plymouth	CA	95669
Holgate Hill	18055	Climax	Rd		Jackson	CA	95642
James M Gullett dba Vino Noceto	11011	Shenandoah	Rd		Plymouth	CA	95669
Jeff Runquist Wines	10776	Shenandoah	Rd		Plymouth	CA	95669
Karmere Vineyards & Winery	11970	Shenandoah	Rd		Plymouth	CA	95669
Kraemer Family Wines	51	Hanford	St		Sutter Creek	CA	95685
La Mesa Vineyards	13200	Shenandoah	Rd		Plymouth	CA	95669
Linsteadt Family Winery	23200	Upton	Rd		Plymouth	CA	95669
Lusso Della Terra Cellars	21390	Ostrom	Rd		Fiddletown	CA	95629
Matthew Gibson Winery Llc	6110	Martin	Ln		Ione	CA	95640
Meikle Family Vineyards	19001	Ponderosa	Way		Volcano	CA	95689
Miller Wine Works Llc	33	Main	St		Sutter Creek	CA	95685
Morse Wines	22355	Lawrence	Rd		Fiddletown	CA	95629
Overlook Winery Llc	5530	Overlook	Ct	Bldg 2	Plymouth	CA	95669
Paul J Wines	10775	Shenandoah	Rd		Plymouth	CA	95669
Pleinair	21090	Ostrom	Rd		Fiddletown	CA	95629
Rancho Victoria Vineyard	22355	Lawrence	Rd		Fiddletown	CA	95629
Rancho Victoria Vineyard	16868	Greilich	Rd		Plymouth	CA	95669
Ravens Reach	no address on file						
Rombauer Vineyards	12225	Steiner	Rd		Plymouth	CA	95669
Rubidoux Ridge	15000	Tyler	Rd		Fiddletown	CA	95629
Schmitz Wines	17585	Ca-49			Plymouth	CA	95669
Scott Harvey Wines	79	Main	St		Sutter Creek	CA	95685
Sera Fina Cellars	17000	Latrobe	Rd		Plymouth	CA	95669
Shenandoah Vineyards	12300	Steiner	Rd		Plymouth	CA	95669
Six Blocks Winery	14920	Muller	Rd		Plymouth	CA	95669
SLO 2 20 Winery & Vineyard	19955	Shenandoah School	Rd		Plymouth	CA	95669
Sobon Estate	14430	Shenandoah	Rd		Plymouth	CA	95669
Story Winery	10525	Bell	Rd		Plymouth	CA	95669
Stride Wines	22715	Upton	Rd		Plymouth	CA	95669
Tabeaux Cellars	10201	Tabeaud	Rd		Jackson	CA	95642
Tanis Vineyards	13120	Willow Creek	Rd		Ione	CA	95640
Terra D Oro	20680	Shenandoah School	Rd		Plymouth	CA	95669
TKC Vineyards	11001	Valley	Dr		Plymouth	CA	95669
Turley Wine Cellars	10851	Shenandoah	Rd		Plymouth	CA	95669
Villa Toscano/Bella Piazza	10600	Shenandoah	Rd		Plymouth	CA	95669
Villa Toscano/Bella Piazza	19900	Shenandoah School	Rd		Plymouth	CA	95669

Vines	9383	Main	St		Plymouth	CA	95669
Wilderotter Vineyard	19890	Shenandoah School	Rd		Plymouth	CA	95669
Wine Tree Farm	14467	Highway 49			Amador City	CA	95601
Yorba Wines	14885	Shake Ridge	Rd		Sutter Creek	CA	95685
Youngs Vineyard	10120	Shenandoah	Rd		Plymouth	CA	95669

* The list was developed with the most reliable information provided; however, the list may contain discrepancies. This list shall include any future to-be opened businesses. Any business that may have been missed in this list, but is still within the boundaries of the ACWHD, shall also be subject to assessment.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: April 9, 2024

SUBJECT

General Services Administration: APN 044-540-100-000 (Health and Human Services Building)

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Tacy Oneto-Rouen - Auditor

ATTACHMENTS

- [Regular Session RFP Build to Suit Memo 2.22.24.pdf](#)
- [Regular Session HHS Floor Plan of Existing Spaces Used 2.22.24.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



SUMMARY MEMORANDUM

DATE: February 22, 2024
TO: Board of Supervisors
FROM: Jon Hopkins *Hop*
SUBJECT: APN 044-540-100-000 (Health and Human Services Building)

Background: The owner's representative, Mark Cunningham, and potential buyers, for the Health and Human Services Building (HHS), have met many times with staff to discuss future tenancy with no success. The purpose of those meetings was to discuss options for the County to continue to lease the current Health and Human Services (HHS) building.

Subject or Key Issue: Discussion regarding developing a property committee for future HHS options and explore an RFP to build a new smaller building at a different location.

Analysis: The original per square foot rate as of December 10, 2007 was \$2.42; currently it is \$3.36 for the 49,126 sq' we rent. Looking at a new space with a build to suit would provide an opportunity to arrange space efficiently which is suspected to reduce the space currently leased to 30/35,000 square feet. It also keeps these departments together as originally planned. Any new lease should include fixed annual rate increases instead of an annual CPI increase. NOTE: the CPI is simply the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services, and should not apply to "fixed costs" like brick and mortar. Instead, a flat percentage increase per year, or dollar per square foot increase per year should be used; both with caps on them.

Staff has begun to explore options, which we have begun by having departments at the HHS building provide us with their spatial needs. Attached is the most recent plan showing the spaces occupied by County departments within the HHS building and those respective square footages.

Alternatives: Don't explore a new build to suit option.

Fiscal or Staffing Impacts: Potential significant costs savings.

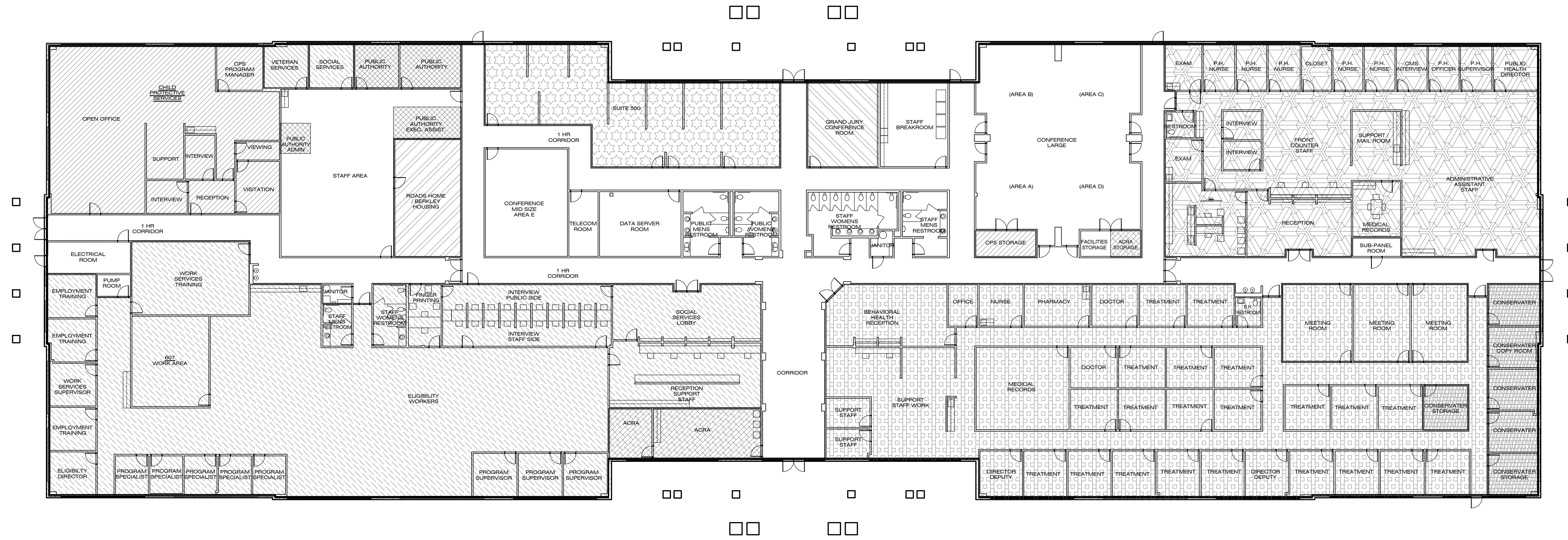
4/5ths vote: N/A

Recommendation(s): Discussion and possible action.

Attachments: HHS Floor Plan of Existing Spaces Used

c: Chuck Iley, CAO
file

COUNTY OF AMADOR
 HEALTH & HUMAN SERVICES BUILDING
 107 RIDGE ROAD
 SUTTER CREEK



AREA NAME	AREA IN SQUARE FEET
CPS	3,069.50 SF
VETERANS SERVICES	159.00 SF
ROADS HOME / BERKELEY HOUSING	595.00 SF
PUBLIC AUTHORITY	610.00 SF
SUITE 500	1,968.50 SF
GRAND JURY	472.00 SF
PUBLIC HEALTH	5,952.00 SF
CONSERVATOR	1,010.25 SF
BEHAVIORAL HEALTH	10,040.25 SF
SOCIAL SERVICES	10,972.75 SF
ACRA	671.00 SF
COMMON AREAS	13,605.75 SF
TOTAL BUILDING AREA	49,126.00 SF

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 9, 2024

SUBJECT

Public Health: Presentation regarding Water Safety by Marcy Harlan, Public Health.

Recommendation:

Presentation only.

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

- [ACPH - Water Safety Presentation - BOS.pdf](#)



WATER SAFETY

SPRING 2024





WATER SAFETY

Kids' Plates Grant



Together we can

OVERVIEW

Water Safety

- Lifeguard Training
- Swim Lessons
- Life Vest Distribution

Education

- Parent Meetings/Groups
- Community Events/Booths
- Community Agencies and Clubs

Outreach

- Vouchers for Lifeguard Training
- Vouchers for Swim Lessons/Swim Team
- Life Vest Distribution



GRANT COMPONENTS



KIDS' PLATES GRANT – CHILDHOOD INJURY PREVENTION

- **Lifeguard Training:** A limited number of vouchers are available to cover the cost of lifeguard training. More trained lifeguards = more opportunity for swim lessons to be offered to the community!
- **Swim Lessons:** A limited number of vouchers for one and two-week swim lessons will be provided, and a limited number of vouchers for swim team fees were provided. The focus is to provide these vouchers to those who may not otherwise have the opportunity for lessons. We want to grow swim skills, which is a key component of water safety.
- **Life Vests:** We have partnered with the Sheriff's office, East Bay MUD, and Camanche Recreation Company to host a life vest distribution event on Memorial Day weekend at the Camanche North Shore Boat Launch. We are also working with Camanche Recreation Company to connect them with the California State Parks Life Jacket Loaner Program.
- **Education and Outreach:** We have been and will be sharing water safety presentations with as many groups as possible and will participate in community events to share information, as well. If you have a group you would like us to present to, please let me know.



Contact me to schedule a presentation:
mharlan@amadorgov.org

KEY ELEMENTS OF THE WATER SAFETY PRESENTATION



Parents' Misconceptions

Misconception 1
Nearly half of parents surveyed think that if a child was drowning nearby, they would hear it.

Reality
Drowning is silent.
There can be very little splashing, waving or screaming.

Misconception 2
1 out of 3 parents have left a child alone in a pool for two or more minutes thinking it is safe because it is a short period of time.

Reality
Drowning is quick.
Once a child begins to struggle, you may have less than a minute to react.

Drowning is silent

KEY ELEMENTS OF THE WATER SAFETY PRESENTATION



WATER WATCHER



While wearing this tag, I agree to supervise the children in the open water or pool, keeping them in sight at all times.

I will not leave the water area without finding an adult to replace me.

*Assign a
Water
Watcher!*

WATER WATCHER KITS



Together we can build
a safer community!



Free Water Watcher badge
at Up Country Pool Center

~ Social Media Posts

Celebrating partnerships!

Special thanks to the City of Jackson for partnering with Amador County Public Health to offer a limited number of vouchers to cover the cost of Lifeguard Training through the Kids' Plates grant!

Together we can promote water safety in our community!



Pictured:

Carleen Kirkpatrick, Deputy City Clerk, City of Jackson
Dalacie Blankenship, Finance Manager/Human Resources, City of Jackson
Marcy Harlan, Compliance Officer, Amador County Public Health
Daphne Parker, Pool Director, City of Jackson



Click here for more information: [Lifeguard Training](#)



WATER SAFETY



#NotOneMore



Teach your child(ren) to swim at an early age.

1

SWIM SKILLS

#NotOneMore



2

INSTALL ALARMS

Install alarms on house doors and around pool area.

#NotOneMore



3

LAYERS OF PROTECTION

which include:
adult supervision, fences, gates, latches, safety pool cover, education, throwing aids, & rescue techniques

#NotOneMore



4

EYE CONTACT

Adults should keep a constant eye on children in or near any water.

#NotOneMore

If a child is missing always check the water first.



5

NEVER LEAVE A CHILD ALONE

#NotOneMore



6

TOUCH

Designate an adult to be close enough to reach out and touch the child.





ACRA SPRING CAMP



OTHER CHILDHOOD INJURY PREVENTION ACTIVITIES:

- Car Seat Checks
- Car Seat Program
- Bike Safety Outreach
- Bike Rodeo Events with
Helmet Distributions for
kids in need



AMADOR TRAIL STEWARDSHIP EVENT AND TRIBAL TANF NUTRITION OUTREACH EVENT





THANK YOU!

Presented by:



MHARLAN@AMADORGOV.ORG



[HTTPS://WWW.AMADORGOV.ORG/SERVICES/PUBLIC-HEALTH/SAFE-KIDS](https://www.amadorgov.org/services/public-health/safe-kids)



Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 9, 2024

SUBJECT

Administrative Agency: Discussion and Possible Action Relative to Amending Section 19.30.020 Regarding Noncommercial Kennel Regulations.

Recommendation:

(Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

- [Kennel Ordinance Memo to Board \(3-29-24\).doc](#)
- [Kennel Ordinance \(4-1-24\).docx](#)
- [Kennel Ordinance \(CLEAN\) \(4-1-24\).docx](#)



GREGORY G. GILLOTT
County Counsel

LESLEY B. GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA R. CREACH, PARALEGAL

MEMORANDUM

TO: Board of Supervisors
FROM: Deputy County Counsel, Glenn Spitzer
DATE: April 9, 2024
SUBJECT: Noncommercial Kennel Regulation Ordinance

This proposed ordinance amends Section 19.30.020 regarding noncommercial kennel regulations. The amendment changes a reference from an outdated code (Section 8.26.010) and replaces it with the current code (Section 8.32.010).

The amendment also removes “nondiscretionary” from the term “use permit” in recognition of the fact that staff level use permits are discretionary. This amendment is proposed concurrently with an amendment to Chapter 19.64 regarding the appeal of staff level use permits.

Recommendation: Approve ordinance, waive the reading of the proposed amendment to Amador County Code Section 19.30.020 regarding the regulation of noncommercial kennels, and schedule the proposed amendment for adoption on the Consent Agenda for April 23, 2024.

**ORDINANCE AMENDING SECTION 19.30.020 REGARDING
NONCOMMERCIAL KENNEL REGULATIONS**

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

SECTION I. Section 19.30.020 (Noncommercial kennel regulations) is hereby amended as follows:

19.30.020 Noncommercial kennel regulations.

Noncommercial kennels, as defined in Section 19.08.366, shall be subject to the following regulations:

- A. A kennel license must be obtained by the person owning, possessing, or controlling the dogs from the animal control department, pursuant to Section ~~8.26.010~~ 8.32.010 of this code.
- B. A ~~non~~discretionary use permit must be obtained from the planning department.
- C. A noncommercial kennel may only be maintained upon a parcel zoned "A" or on parcels not less than five acres in size, and zoned R1A, RE or X.

SECTION II. 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.

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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 _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

**ORDINANCE AMENDING SECTION 19.30.020 REGARDING
NONCOMMERCIAL KENNEL REGULATIONS**

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

SECTION I. Section 19.30.020 (Noncommercial kennel regulations) is hereby amended as follows:

19.30.020 Noncommercial kennel regulations.

Noncommercial kennels, as defined in Section 19.08.366, shall be subject to the following regulations:

- A. A kennel license must be obtained by the person owning, possessing, or controlling the dogs from the animal control department, pursuant to Section 8.32.010 of this code.
- B. A use permit must be obtained from the planning department.
- C. A noncommercial kennel may only be maintained upon a parcel zoned "A" or on parcels not less than five acres in size, and zoned R1A, RE or X.

SECTION II. 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.

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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 _____ 2024, 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: April 9, 2024

SUBJECT

Administrative Agency: Discussion and Possible Action Relative to Amending Section 3.20.120 Regarding Requirements for Recording Documents.

Recommendation:

Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

- [Section 3.20.120 Amendment -- Memo to Board \(3-29-24\).doc](#)
- [Section 3.20.120 Ordinance \(4-1-24\).docx](#)
- [Section 3.20.120 Ordinance \(CLEAN\)\(4-1-24\).docx](#)



GREGORY G. GILLOTT
County Counsel

LESLEY B. GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA R. CREACH, PARALEGAL

MEMORANDUM

TO: Board of Supervisors

FROM: Deputy County Counsel, Glenn Spitzer

DATE: April 9, 2024

SUBJECT: Amendment to Section 3.20.120 (Requirements for recording documents)

This proposed ordinance amends Section 3.20.120 (Requirements for recording documents) to conform to the amendments of Revenue and Taxation Code sections 11932 and 11933 pursuant to Assembly Bill No. 1888.

Recommendation: Approve ordinance, waive the reading of the proposed amendment to Amador County Code Section 3.20.120 regarding requirements for recording documents, and schedule the proposed amendment for adoption on the Consent Agenda for April 23, 2024.

ORDINANCE AMENDING SECTION 3.20.120 REGARDING REQUIREMENTS FOR RECORDING DOCUMENTS

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

SECTION I. Legislative findings.

These amendments are intended to conform to the amendments of Revenue and Taxation Code sections 11932 and 11933 pursuant to Assembly Bill No. 1888.

SECTION II. Section 3.20.120 (Requirements for recording documents) is hereby amended as follows:

3.20.120 Requirements for recording documents.

The recorder shall not record any deed, instrument or writing subject to the tax imposed by this chapter unless the tax is paid. ~~If the party submitting the document so requests, the amount of tax due shall be shown on a separate paper which shall be affixed to the document by the recorder after the permanent record is made and before the original is returned as specified in Section 27321 of the Government Code.~~

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document ~~or in a separate document~~ the amount of taxes due under this chapter and the recorder may rely thereon.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document, ~~or in a separate document~~, the location of the lands, tenements or other realty described in the document. If said lands, tenements or other realty are located within a city in the county, the name of the city shall be set forth. If said lands, tenements or other realty are located in the unincorporated area of the county, that fact shall be set forth.

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SECTION III. 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 _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

ORDINANCE NO. _____

**ORDINANCE AMENDING SECTION 3.20.120 REGARDING REQUIREMENTS
FOR RECORDING DOCUMENTS**

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

SECTION I. Legislative findings.

These amendments are intended to conform to the amendments of Revenue and Taxation Code sections 11932 and 11933 pursuant to Assembly Bill No. 1888.

SECTION II. Section 3.20.120 (Requirements for recording documents) is hereby amended as follows:

3.20.120 Requirements for recording documents.

The recorder shall not record any deed, instrument or writing subject to the tax imposed by this chapter unless the tax is paid.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document the amount of taxes due under this chapter and the recorder may rely thereon.

Every document subject to tax hereunder which is submitted for recordation shall show on the face of the document the location of the lands, tenements or other realty described in the document. If said lands, tenements or other realty are located within a city in the county, the name of the city shall be set forth. If said lands, tenements or other realty are located in the unincorporated area of the county, that fact shall be set forth.

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SECTION III. 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 _____ 2024, 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: April 9, 2024

SUBJECT

Administrative Agency: Discussion and Possible Action Relative to Amending Chapter 19.64 Regarding Appeals on Staff Issued Use Permits.

Recommendation:

(Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

- [Staff Use Permit Appeal Memo to Board \(3-29-24\).doc](#)
- [Staff Use Permit Appeal Ordinance \(4-1-24\).docx](#)
- [Staff Use Permit Appeal Ordinance \(CLEAN\) \(4-1-24\).docx](#)



GREGORY G. GILLOTT
County Counsel

LESLEY B. GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA R. CREACH, PARALEGAL

MEMORANDUM

TO: Board of Supervisors

FROM: Deputy County Counsel, Glenn Spitzer

DATE: April 9, 2024

SUBJECT: Staff Use Permit Appeal Ordinance

This proposed ordinance amends Chapter 19.64 (Appeals) in order to clarify and standardize the process for the issuance and appeal of staff level use permits. The process outlined in the amended Section 19.64.010 is consistent with the process outlined in other sections of the code for staff level use permits (*e.g.*, Sections 10.32.030(E)(7), 19.24.036(H)(2)(h), 19.32.010(N)(2), and 19.48.125(A)).

Recommendation: Approve ordinance, waive the reading of the proposed amendment to Amador County Code Chapter 19.64 regarding appeal of use permits, and schedule the proposed amendment for adoption on the Consent Agenda for April 23, 2024.

**ORDINANCE AMENDING CHAPTER 19.64 REGARDING APPEALS
ON STAFF ISSUED USE PERMITS**

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

SECTION I. Sections 19.64.010 (Powers of planning commission), 19.64.020 (Application for appeal or interpretation), and 19.64.030 (Action of application) of Chapter 19.64 (Appeals) are hereby amended as follows:

19.64.010 Powers of planning commission.

The planning commission shall have the power to hear and decide appeals based on the enforcement of this title, or the interpretation of the provisions thereof.

On occasion, the County Code authorizes planning department staff to issue use permits. When the planning department receives an application for a staff-level use permit, the planning department shall provide public notice of such application in the manner described in Chapter 19.56. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. The planning department decision to issue the use permit is appealable to the planning commission as set forth in section 19.64.020, and shall become final if an appeal is not filed within ten days of the planning department decision.

19.64.020 Application for appeal or interpretation.

Applications with the required fee for appeal or interpretation shall be made in writing to the planning commission. The applicant shall state the basis for appeal or interpretation in the application.

19.64.030 Action on application.

The planning commission shall consider the application and render its decision within sixty days after the receipt thereof.

SECTION II. 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.

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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 _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

**ORDINANCE AMENDING CHAPTER 19.64 REGARDING APPEALS
ON STAFF ISSUED USE PERMITS**

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

SECTION I. Sections 19.64.010 (Powers of planning commission), 19.64.020 (Application for appeal or interpretation), and 19.64.030 (Action of application) of Chapter 19.64 (Appeals) are hereby amended as follows:

19.64.010 Powers of planning commission.

The planning commission shall have the power to hear and decide appeals based on the enforcement of this title, or the interpretation of the provisions thereof.

On occasion, the County Code authorizes planning department staff to issue use permits. When the planning department receives an application for a staff-level use permit, the planning department shall provide public notice of such application in the manner described in Chapter 19.56. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. The planning department decision to issue the use permit is appealable to the planning commission as set forth in section 19.64.020, and shall become final if an appeal is not filed within ten days of the planning department decision.

19.64.020 Application for appeal or interpretation.

Applications with the required fee for appeal or interpretation shall be made in writing to the planning commission. The applicant shall state the basis for appeal or interpretation in the application.

19.64.030 Action on application.

The planning commission shall consider the application and render its decision within sixty days after the receipt thereof.

SECTION II. 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.

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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 _____ 2024, 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: April 9, 2024

SUBJECT

Administrative Agency: Discussion and Possible Action Relative to Amending Chapter 2.94 Regarding Administration of the Technical Advisory Committee.

Recommendation:

(Waive the reading of the Ordinance and schedule for adoption on the April 23, 2024 Consent Agenda.)

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

- [TAC Memo to Board \(4-1-24\).doc](#)
- [TAC Ordinance \(4-1-24\).docx](#)
- [TAC Ordinance \(CLEAN\)\(4-1-24\).docx](#)



GREGORY G. GILLOTT
County Counsel

LESLEY B. GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA R. CREACH, PARALEGAL

MEMORANDUM

TO: Board of Supervisors
FROM: Deputy County Counsel, Glenn Spitzer
DATE: April 9, 2024
SUBJECT: Technical Advisory Committee Ordinance

This proposed ordinance amends Chapter 2.94 (Technical Advisory Committee) as follows:

- Codify an appeal process for challenging the County’s application completion determination as required by Government Code section 65943(c).

Upon submission of an application, the County is required to determine whether an application is complete. When the application is deemed complete, the County has strict timelines to perform environmental review and to approve or disapprove the project. Amended Government Code section 65943(c) requires agencies to provide an appeal process on the determination whether to deem an application complete.

- Add the Amador Fire Protection District chief as a voting member of TAC. This is consistent with practice. In order to maintain the limit of five voting members, the amendment makes the director of solid waste an alternative voting member to assist in achieving a quorum when other voting members are unavailable.
- Clarify the role of TAC (which is to make technical recommendations, deem applications complete, and make CEQA recommendations).

Recommendation: Approve ordinance, waive the reading of the proposed amendment to Amador County Code Chapter 2.94 regarding administration of the technical advisory committee, and schedule the proposed amendment for adoption on the Consent Agenda for April 23, 2024.

**ORDINANCE AMENDING CHAPTER 2.94 REGARDING ADMINISTRATION OF THE
TECHNICAL ADVISORY COMMITTEE**

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

SECTION I. Chapter 2.94 (Technical Advisory Committee), sections 2.94.030 and 2.94.040, is hereby amended as follows:

2.94.030 Composition of technical advisory committee.

The technical advisory committee shall be composed of the following county officials or those officials' designated alternate:

- A. Public works director;
- B. Planning director;
- C. Chief bBuilding official;
- D. Environmental health director; and
- E. Amador Fire Protection District chief. ~~Director of solid waste.~~

If one or more of the five voting members is not present, then the director of solid waste may act as a voting member.

2.94.040 Nonvoting members of technical advisory committee.

The following agencies may provide representatives to the technical advisory committee, which representatives shall be nonvoting members of said committee: Amador Water Agency, ~~Amador Fire Protection District~~, and Central Sierra Resource Conservation District.

SECTION II. Sections 2.94.050 (Review of applications for completeness), 2.94.060 (Appeal of incompleteness determination), 2.94.070 (Agreement to extend time limits), and 2.94.080 (Environmental Review) are hereby added to Chapter 2.94 (Technical Advisory Committee) as follows:

2.94.050 Review of applications for completeness.

Within 30 days of receipt of an application or supplemental application, the County shall determine in writing whether the application or supplemental application is complete. To the extent practicable, the

technical advisory committee shall assist in this determination. The County shall deem the application complete if the applicant has provided (1) all the items required in the application checklist and (2) information the County deems sufficient to perform a preliminary environmental review and, if applicable, to conduct an Initial Study under the California Environmental Quality Act.

If the application is determined to be incomplete, the County shall provide the applicant with an exhaustive list of items that were not complete. If the County does not make a written determination within 30 days, then the application is deemed complete.

2.94.060 Appeal of incompleteness determination.

An applicant may appeal the County's incompleteness determination to the board of supervisors. The appeal must be submitted to the county clerk within 10 calendar days of hand delivery of the written determination (within 12 days if emailed, and within 15 days if mailed). The appeal request must set forth the basis of appeal. The fee for an appeal is set forth in Section 2.92.010 (Appeal fees).

The County shall provide a final written determination on the appeal within 60 days of the county clerk's receipt of the applicant's written appeal. If the final written determination is not made within 60 days, then the application shall be deemed complete.

2.94.070 Agreement to extend time limits.

The applicant and the County may agree to extend any time limit set forth in this Chapter.

2.94.080 Environmental Review.

The technical advisory committee shall perform, or assist in the performance of, the environmental review under the California Environmental Quality Act, and shall make a recommendation regarding the appropriate exemption or environmental document.

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SECTION III. 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 _____ 2024, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

**ORDINANCE AMENDING CHAPTER 2.94 REGARDING ADMINISTRATION OF THE
TECHNICAL ADVISORY COMMITTEE**

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

SECTION I. Chapter 2.94 (Technical Advisory Committee), sections 2.94.030 and 2.94.040, is hereby amended as follows:

2.94.030 Composition of technical advisory committee.

The technical advisory committee shall be composed of the following county officials or those officials' designated alternate:

- A. Public works director;
- B. Planning director;
- C. Chief building official;
- D. Environmental health director; and
- E. Amador Fire Protection District chief.

If one or more of the five voting members is not present, then the director of solid waste may act as a voting member.

2.94.040 Nonvoting members of technical advisory committee.

The following agencies may provide representatives to the technical advisory committee, which representatives shall be nonvoting members of said committee: Amador Water Agency and Central Sierra Resource Conservation District.

SECTION II. Sections 2.94.050 (Review of applications for completeness), 2.94.060 (Appeal of incompleteness determination), 2.94.070 (Agreement to extend time limits), and 2.94.080 (Environmental Review) are hereby added to Chapter 2.94 (Technical Advisory Committee) as follows:

2.94.050 Review of applications for completeness.

Within 30 days of receipt of an application or supplemental application, the County shall determine in writing whether the application or supplemental application is complete. To the extent practicable, the

technical advisory committee shall assist in this determination. The County shall deem the application complete if the applicant has provided (1) all the items required in the application checklist and (2) information the County deems sufficient to perform a preliminary environmental review and, if applicable, to conduct an Initial Study under the California Environmental Quality Act.

If the application is determined to be incomplete, the County shall provide the applicant with an exhaustive list of items that were not complete. If the County does not make a written determination within 30 days, then the application is deemed complete.

2.94.060 Appeal of incompleteness determination.

An applicant may appeal the County's incompleteness determination to the board of supervisors. The appeal must be submitted to the county clerk within 10 calendar days of hand delivery of the written determination (within 12 days if emailed, and within 15 days if mailed). The appeal request must set forth the basis of appeal. The fee for an appeal is set forth in Section 2.92.010 (Appeal fees).

The County shall provide a final written determination on the appeal within 60 days of the county clerk's receipt of the applicant's written appeal. If the final written determination is not made within 60 days, then the application shall be deemed complete.

2.94.070 Agreement to extend time limits.

The applicant and the County may agree to extend any time limit set forth in this Chapter.

2.94.080 Environmental Review.

The technical advisory committee shall perform, or assist in the performance of, the environmental review under the California Environmental Quality Act, and shall make a recommendation regarding the appropriate exemption or environmental document.

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SECTION III. 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 _____ 2024, 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: April 9, 2024

SUBJECT

Review and possible approval of the March 26, 2024 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: April 9, 2024

SUBJECT

Resolution authorizing the District Attorney to apply for a grant investigating Workers' Compensation Fraud.

Recommendation:

Sign and Approve Resolution for Request Application for Grant Funds

4/5 vote required:

No

Distribution Instructions:

Two certified copies routed back to District Attorney's office.

ATTACHMENTS

- [WC BOS 24_25 Resolution.doc](#)

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

IN THE MATTER OF:

RESOLUTION APPROVING
APPLICATION) RESOLUTION NO. 24-
RELATIVE TO THE WORKERS' COMPENSATION)
INSURANCE FRAUD PROGRAM FOR THE 2024-2025)
FISCAL YEAR)

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

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

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

BE IT FURTHER RESOLVED the Chairman of said Board and the District Attorney be and hereby are authorized to sign and execute the Grant Award Agreement, any and all amendment and extensions thereof.

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the April 9, 2024, 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: Behavioral Health

Meeting Date: April 9, 2024

SUBJECT

Behavioral Health 2nd Amendment to Agreement with Sutter Center for Psychiatry fy 24-27

Recommendation:

Approve and sign the second amendment

4/5 vote required:

No

Distribution Instructions:

Please return signed copies to Karen Vaughn / Behavioral Health

ATTACHMENTS

- [Memo to BOS regarding Sutter Center fy 24-27.pdf](#)
- [Sutter Center 2nd amendment to agreement signed by contractor.pdf](#)
- [1st Amendment to Agreement fy 21-24.pdf](#)
- [Sutter Center for Psychiatry signed agreement July 2017 - June 2021.pdf](#)
- [Sutter Center for Psychiatry Executed Exemption 3.19.2024.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

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



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health *MC*

Date: March 26, 2024

RE: Second Amendment to Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry and Amador County Behavioral Health fy 24-25, 25-26 & 26-27

Background:

The State of California has mandated that County Mental Health Departments must provide hospital evaluations to individuals who are in need of a 5150 evaluation. If they meet the criteria for a 5150 inpatient hospitalization, the individual will be admitted to an inpatient psychiatric hospital.

Key Issue:

Sutter Amador Hospital notifies Amador County Behavioral Health requesting a 5150 evaluation be provided to an individual who has been brought into the emergency room. The 5150 evaluation is an involuntary hold to a person who is suspected to have a mental disorder that makes him/her a danger to him/herself, a danger to others, and/or gravely disabled. Amador County Behavioral Health Agency need to contract with multiple hospitals due to limited bed space available for placement.

Staff analysis:

Amador County does not have an inpatient psychiatric hospital. Contracting with multiple hospitals are needed in order to find an open bed space and clinicians will be able to place individuals sooner reducing the time individuals have to spend in the emergency room.

Recommendation/Request:

Approve Second Amendment to Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry and Amador County Behavioral Health fy 24-27

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of 3/19, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Center for Psychiatry (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of January 14, 2020 whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of June 8, 2021.

B. County and Contractor desire to further modify the Agreement as set forth in this Second Amendment. The Original Agreement, as amended by the First Amendment and this Second Amendment shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2027.

2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this Second Amendment substituted in its place:

3. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:
Sutter Valley Hospitals dba Sutter Center for
Psychiatry

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY: Dan Peterson

Dan Peterson
Psychiatry Chief Executive Officer
Federal I.D. #:94-1156621

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

ATTEST:
JENNIFER BURNS, CLERK OF THE BOARD
OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT B

RATE AGREEMENT FISCAL YEAR 2023/2024

The following rate agreement for Fiscal Year 2023/2024 applies to the following contracts between Sacramento County and Sutter Valley Hospitals dba Sutter Center for Psychiatry

- Contract #7202200-24-015 (Children, Ages 0-21)
- Contract #7202200-24-005 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-24-015

Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) \$1,155.98/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) \$105/day

Short-Dovle Rates

- Hospital Inpatient *without* Psychiatric Support Services: \$1,155.98/day
- Hospital Inpatient *with* Psychiatric Support Services: \$1,260.98/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-24-005

Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

- Hospital Inpatient *without* Psychiatric Support Services: \$1,155.98/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) \$105/day

HOSPITAL ADMINISTRATIVE DAYRATE (ALL AGES) #7202200-24-005, #7202200-24-015

Administrative Day Rate will be based on the DHCS established rate on the date of service. Should the rate change retroactively, retroactive payments and adjustments will not be made for services that have already been paid.

Rate changes shall be submitted in writing to the address below thirty (30) days in advance of the rate change:

Amador County Behavioral Health
Attn: Behavioral Health Director
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685

The contract amount shall not exceed One hundred fifty thousand dollars (\$150,000) for each fiscal year.

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of June 8, 2021 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Center for Psychiatry (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of January 14, 2020, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2024.

2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place:


3. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

CONTRACTOR:

Sutter Valley Hospitals dba Sutter Center for Psychiatry

BY: 

Frank Axe
Chairman, Board of Supervisors

BY: 

Ixel Morell
Executive Director
Federal I.D. No.:94-1156621

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

Gregory Gillott

BY: 

Deputy

ATTACHMENT B – FEE SCHEDULE

Sutter Center for Psychiatry

This is Medi-Cal Provider, Provider # HSP34096H - County Certified
Medi-Cal provider for ages up to 21 and over 65

This contract shall not exceed One Hundred Thousand Dollars (\$100,000) per Fiscal Year.

County Rates and Info for Fiscal Year 2020/2021

Children's Services

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	<u>\$889.00 /day</u>
Hospital Administrative Day (Mode 05, Service Function 19)	<u>\$597.34 /day</u>
<u>Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79)</u> <u>(when services are provided)</u>	<u>\$ 90.00 /day</u>

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services	<u>\$889.00 /day</u>
Hospital Inpatient, with Psychiatric Support Services	<u>\$979.00 /day</u>

Adult Services

<u>Hospital Inpatient (All Inclusive)</u> <u>(Mode 05, Service Functions 10-18)</u>	<u>\$979.00 /day</u>
Hospital Administrative Day (Mode 05, Service Function 19)	<u>\$597.34 /day</u>

Rate changes shall be submitted, in writing, to the address below:

**Amador County Behavioral Health Dept.
Attn: Behavioral Health Director
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685**

Said notice shall be provided at least thirty (30) days in advance of the rate change.

SERVICES AGREEMENT

Jan 14, 2020 THIS SERVICES AGREEMENT (this "Agreement") is entered into as of 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Center for Psychiatry ("Contractor").

RECITALS

A. Pursuant to Government Code Section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is licensed by the State of California to provide the services set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide inpatient psychiatric services for emotionally disturbed children and adults who are residents of Amador County and who are referred to Contractor by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree on behalf of County to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void. Notwithstanding the foregoing, this Agreement may be amended only as provided in Section 21.
4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2017 through June 30, 2021. Either party may terminate this

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Sutter Center for Psychiatry Agreement FY 17-18, 18-19, 19-20

Agreement with or without cause on sixty (60) days prior written notice. In the case of such early termination, Contractor shall be paid for all services rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon thirty (30) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all obligations incurred by Contractor if the Agreement is terminated by activating this clause, including but not limited to that Contractor shall be paid for all services rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

5.2 Contractor shall submit monthly invoices no later than sixty (60) days after the last day of the month in which services were rendered; provided, however, that services for the month of June shall be estimated for the last two weeks of the month and submitted no later than June 15. The invoices shall include a detailed description of the services provided during that month.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, subject to Contractor's right to appeal and/or dispute such determination, Contractor shall refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work based upon Contractor's training, experience, expertise and competency. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.3 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the

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Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other; provided, however, that Contractor may assign or transfer this Agreement or delegate any of its rights or obligations hereunder without County's consent in connection with a merger, corporate reorganization, transfer or change of protocol or ownership of Contractor.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
 - 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
 - 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor who provide services under this Agreement is under

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Sutter Center for Psychiatry Agreement FY 17-18, 18-19, 19-20

investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall review annually, pursuant to (42 CFR 455.436), any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County as a result of any noncompliance with this Section 10.3.

11. Insurance.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability – (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended

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reporting” coverage for a minimum of three (3) years after completion of contract work.

If the Contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- 11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor’s obligation to provide them. The County of Amador reserves the right to request a review of complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without (30) days prior written notice to the County; and

11.3.2 Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of Contractor’s insurance and shall not contribute with it.

- 11.4 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section.

- 11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to the County’s Risk Manager prior to beginning the work.

- 11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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11.7 County reserves the right to modify these requirements at any time upon Contractor's reasonable approval, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Workers' Compensation Insurance

In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Workers' Compensation Laws form is available for those with no employees.

13. INDEMNIFICATION. Each party shall defend, indemnify, and hold harmless the other party and its officers, directors, representatives, employees, agents, successors and assigns against and from any and all claims, suits, losses, judgments, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the acts, errors, or omissions of the indemnifying party or its officers, directors, representatives, employees, subcontractors, agents, successors and assigns under this Agreement. This duty includes the duties to defend set forth in California Civil Code section 2778.

14. DOCUMENTS AND RECORDS

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

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Sutter Center for Psychiatry Agreement FY 17-18, 18-19, 19-20

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law and to the extent it is able, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

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

14.4 Upon completion or termination of this Agreement, County shall be entitled to a copy of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor pursuant to this Agreement for the Work prior to termination.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to ensure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor and Contractor will be paid in accordance with Section 5.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute as the policy acknowledgment attached hereto as **Attachment C**.

17. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

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

The Contractor shall, upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Health Services Department,
Behavioral Health Division
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

18. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Executive Director
Sutter Valley Hospitals dba Sutter Center for
Psychiatry

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Sutter Center for Psychiatry Agreement FY 17-18, 18-19, 19-20

7700 Folsom Blvd.
Sacramento, CA 95826

With a copy to: Sutter Health
Office of the General Counsel
2200 River Plaza Drive
Sacramento, CA 95833
Attn: Vice President and Chief Legal Officer
Bay and Valley Areas

To County: Amador County Behavioral Health Division
10877 Conductor Boulevard
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

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


19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Sacramento County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR

CONTRACTOR:
Sutter Valley Hospitals dba Sutter Center
for Psychiatry


BY: 
Patrick Crew
Board of Supervisors

BY: 
Ixel Morell
Executive Director

Federal I.D. No.: 94-1156621

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Gregory Gillott
County Counsel

BY: 
Deputy

ATTACHMENT A – SCOPE OF WORK

Sutter Center for Psychiatry

The CONTRACTOR and the COUNTY agree to the following principles of psychiatric care:

1. Psychiatric inpatient care and services shall be provided to all minors under age 18 in County who, due to a mental disorder cannot resolve his/her problems in a less restrictive, available community setting and, who require the level of protection and security available in an acute, 24-hour setting.
2. Psychiatric inpatient care and services shall not be denied to any person referred to CONTRACTOR by COUNTY under this Agreement (“Beneficiary”) based on age, sex, race, color, religion, ancestry, national origin, physical or mental handicap or proof of ability to pay for basic services, provided the person meets specific criteria for voluntary or involuntary admission as determined by both CONTRACTOR and COUNTY and there is a bed available in the facility.
3. Beneficiaries admitted to the psychiatric inpatient unit shall receive the type, amount and intensity of treatment, education and care needed from qualified staff in order to maximize treatment outcomes, to reduce the possibility of relapse and to minimize over-reliance on this mode of treatment.
4. Psychiatric inpatient services to Beneficiaries shall be coordinated by CONTRACTOR and COUNTY staff to ensure appropriate admission, treatment, discharge, after-care planning, and linkages occur based on each individual Beneficiary’s need and the availability of resources.

INPATIENT MENTAL HEALTH SERVICES: Clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary.

1. Semi-private room accommodations including bed, board and related services.
2. Twenty-four (24) hour nursing care.
3. Physical and mental examination for assessment and diagnosis as provided by hospital staff.
4. Crisis intervention services.
5. Administration and supervision of the clinical use of psychotropic medications.
6. Services of a psychiatrist, included in rate for Short Doyle, excluded in the Medi-Cal rate and billed separately.
7. Individual, group, and family psychotherapy.
8. Art, recreational and vocational therapy.
9. Social Services
10. Internal Utilization Review
11. Discharge Planning

Other Info:

Legal Name: Sutter Valley Hospitals dba Sutter Center for Psychiatry

Tax ID: 941156621

NPI: 1952350944

Notices: Executive Director

Sutter Valley Hospitals dba Sutter Center for Psychiatry

7700 Folsom Blvd.

Sacramento, CA 95826

916-386-3000 Main

916-386-3620 Referrals

Signature: Ixel Morell, Executive Director

ATTACHMENT B – FEE SCHEDULE

Sutter Center for Psychiatry

This is Medi-Cal Provider, Provider # HSP34096H - County Certified
Medi-Cal provider for ages up to 21 and over 65

This contract shall not exceed One Hundred Thousand Dollars (\$100,000) per Fiscal Year.

County Rates and Info for 2017-2018, 2018-2019, 2019-2020

Children’s Services

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18)	<u>\$793.00 /day</u>
Hospital Administrative Day (Mode 05, Service Function 19)	<u>\$597.34 /day</u>
<u>Inpatient Psychaitric Support Services (Mode 15, Service Functions 01-79)</u> <u>(when services are provided)</u>	<u>\$ 90.00 /day</u>

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services	<u>\$793.00 /day</u>
Hospital Inpatient, with Psychiatric Support Services	<u>\$883.00 /day</u>

Adult Services

<u>Hospital Inpatient (All Inclusive)</u> <u>(Mode 05, Service Functions 10-18)</u>	<u>\$979.00 /day</u>
Hospital Administrative Day (Mode 05, Service Function 19)	<u>\$597.34 /day</u>

Rates may be changed pursuant to a fully executed contract amendment.

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for Sutter Valley Hospitals dba Sutter Center for Psychiatry (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "C" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-1156621

Printed Name: Ixel Morell Date 12/11/19

Title: Executive Director

Signature: 



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Behavioral Health

Date of Request: 03/18/2024

Contact Name: Karen Vaughn

Phone: 209-223-6394

Estimated Total Cost: \$150,000.00

Proposed Vendor: Sutter Center for Psychiatry

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

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

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

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

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

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

INSTRUCTIONS

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

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

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

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

This contractor provides professional services for Amador County minors under the age of 18. Clients admitted to this inpatient psychiatric facility were first admitted to a hospital emergency room in crisis and deemed a 5150. Multiple hospitals are required to contract with, due to the need of open beds for emergency room admissions.

Psychiatric inpatient care is provided to all minors in Amador County under the age of 18 who, due to their mental disorder cannot resolve his/her problems in a less restrictive, available community setting and who require the level of protection and security available in an acute 24 hour setting.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

The services have been evaluated and determined to be unique due to limited availability in providing services to minors under the age of 18 with serious psychiatric impairments. In addition, multiple similar services are needed in order to guarantee bed space or clinical and professional support for the County. The special unique needs and requirements for utilizing Sutter Center for Psychiatry are determined by Behavioral Health Professionals.

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

Melissa Cranfill, LCSW

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: Mel Cpl LCBW 3/19/2024
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: Jim Hyke 3.19.2024
Procurement Officer / Date

Procurement Officer Use Only <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Purchase Order <input type="checkbox"/> On Account <input type="checkbox"/> BOS Approval Required

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: April 9, 2024

SUBJECT

General Services Administration: RFQ 23-05 Biological Investigation & Monitoring to Support Construction Project Work at the Buena Vista Landfill

Recommendation:

1) Award RFQ 23-05 to Helix Environmental Planning Inc. for eighteen (18) months with the contract amount not to exceed \$30,000.00 and; 2) Authorize Jeff Gardner, Director of Solid Waste and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Helix's proposal dated March 16, 2023 and RFQ 23-05 and; 3) Approve the Board Chair to execute said agreement with Helix contingent upon agreeable terms and conditions.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA Director, Jeff Gardner - Director of Solid Waste

ATTACHMENTS

- [BOS MEMO RFQ 23-05 3.26.24.pdf](#)
- [RFQ 23-05 Bid Receipt Log 3.16.23.pdf](#)
- [Evaluation Sheet 5.2.23 1.pdf](#)
- [Helix's Proposal.pdf](#)
- [RFQ 23-05 Sample Services Agreement.pdf](#)

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA 95654
PHONE: (209) 223-6377 E-MAIL: dwhitaker@amadorgov.org



MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Support Services Director 

DATE: March 26, 2024

RE: RFQ 23-05 Biological Investigation & Monitoring to Support Construction Project Work at the Buena Vista Landfill

On Thursday, March 16, 2023, at 1:30 PM, Amador County Request for Qualifications 23-05 were received, opened and read publicly for Biological Investigations & Monitoring to Support Construction Project Work at the Buena Vista Landfill (see attached Bid/RFQ Receipt Log). Awards were postponed until now due to the delay in receiving approval from the Clean Water State Revolving Fund, which has now been received per the department. The department has reached out to the participating vendors and all have responded that they are still interested in the project and that their RFQ responses are still current.

In addition to our legal ads and posting on Public Purchase, eight (8) local firms were provided an invitation, six (6) firms responded to the solicitation. Of the one thousand, one hundred, ninety-seven (1197) firms sent notifications via Public Purchase; forty-seven (47) firms accessed the information. The other local firms were contacted to determine why they did not respond and the primary reasons were that the work is not currently within their scope of services, staff was minimal and the vendor was too busy.

An Evaluation Committee was formed consisting of two (2) members from Amador County and one (1) evaluator from an outside agency. The six (6) proposals were evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. Additional questions/information was obtained and evaluated from the top three high scoring proposers. The top scoring proposal was provided by Helix Environmental Planning, Inc. Attached for reference is the evaluation score sheet.

Interviews were not conducted, as the information provided by each proposer and the additional questions/information provided was sufficient to determine the best candidate. The contract is for eighteen (18) months and the contract amount shall not exceed \$30,000.00. Of the six (6) firms, evaluated Helix Environmental Planning Inc. provided the best overall proposal for the following reasons:

1. Helix had the most responsive proposal with clear timelines and defined outcomes.
2. The respondent has the most extensive experience including landfill projects, projects in the local geographical area, and working with Amador County along with the demonstrated capacity to fulfill project requirements.
3. Helix has a broad base of qualified personnel to handle the job and demonstrated the ability to be responsive in a timely and effective manner to support the project objectives.
4. Respondent's rates are comparable with other applicants and the anticipated project time frame will be accommodated in their schedule while providing the necessary guidance to meet the construction parameters.

Based upon the Evaluation Committee's review, the following is recommended.

Recommendation: 1) Award RFQ 23-05 to Helix Environmental Planning Inc. for eighteen (18) months with the contract amount not to exceed \$30,000.00 and; 2) Authorize Jeff Gardner, Director of Solid Waste and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Helix's proposal dated March 16, 2023 and RFQ 23-05 and; 3) Approve the Board Chair to execute said agreement with Helix contingent upon agreeable terms and conditions.

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Jon Hopkins GSA Director
Jeff Gardner, Director of Solid Waste

Attachments: Bid/RFQ Receipt Log
Evaluation Score Sheet
Helix's proposal
Sample Service Agreement

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA 95654

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid Solicitation No. RFQ 23-05

Project Title: Biological Investigation and Monitoring to Support Construction Project Work at Buena Vista Landfill

BID/RFQ DUE DATE: 03/16/2023

DUE TIME: 1:30 PM

FACILITATOR: Waste Management

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Amount
1	Vendor Name: <u>Biological Resources Services LLC</u> City/State: <u>Folsom, CA</u> Date/Time Received: <u>3-6-23 @ 11:45 am</u> Received By: <u>SK</u>	(✓) 1 – Original (✓) 4 – Copies (✓) 1 – Electronic copy (flash drive in Word format)
2	Vendor Name: <u>HELIX Environmental Planning</u> City/State: <u>Roseville, CA</u> Date/Time Received: <u>3-15-23 @ 8:47 am</u> Received By: <u>SK</u>	(✓) 1 – Original (✓) 4 – Copies (✓) 1 – Electronic copy (flash drive in Word format)
3	Vendor Name: <u>GEI Consultants</u> City/State: <u>Rancho Cordova, CA</u> Date/Time Received: <u>3-15-23 @ 12:57 pm</u> Received By: <u>SK</u>	(✓) 1 – Original (✓) 4 – Copies (✓) 1 – Electronic copy (flash drive in Word format)
4	Vendor Name: <u>H.T. Harvey & Associates</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>3-16-23 @ 9:42 am</u> Received By: <u>RM</u>	(✓) 1 – Original (✓) 4 – Copies (✓) 1 – Electronic copy (flash drive in Word format)

No.	Vendor Information	Amount
5	Vendor Name: <u>Vollmar Natural Lands Consulting</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>3-16-23 @ 11:02 am</u> Received By: <u>BM</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (flash drive in Word format)
6	Vendor Name: <u>Mach 8 Biological Consulting Inc.</u> City/State: <u>Groveland, CA</u> Date/Time Received: <u>3-16-23 @ 11:52 am</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <u>Recvd 3</u> <input checked="" type="checkbox"/> 1 – Electronic copy (flash drive in Word format)
7	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	<input type="checkbox"/> 1 – Original <input type="checkbox"/> 4 – Copies <input type="checkbox"/> 1 – Electronic copy (flash drive in Word format)
8	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	<input type="checkbox"/> 1 – Original <input type="checkbox"/> 4 – Copies <input type="checkbox"/> 1 – Electronic copy (flash drive in Word format)
9	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	<input type="checkbox"/> 1 – Original <input type="checkbox"/> 4 – Copies <input type="checkbox"/> 1 – Electronic copy (flash drive in Word format)
10	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	<input type="checkbox"/> 1 – Original <input type="checkbox"/> 4 – Copies <input type="checkbox"/> 1 – Electronic copy (flash drive in Word format)

<p align="center">Proposal Evaluations RFQ 23-05 Professional Services For Biological Investigation and Monitoring to Support Construction Project Work at Buena Vista Landfill</p> <p align="center">The Evaluation Committee was made up of three (3) members.</p>																							
CATEGORIES																							
Max Points	Proposers 0-10 Points	Weight	Proposer 1 Biological Resource Services Weighted Score	Max Points	Proposers 0-10 Points	Weight	Proposer 2 Helix Weighted Score	Max Points	Proposers 0-10 Points	Weight	Proposer 3 GEI Weighted Score	Max Points	Proposers 0-10 Points	Weight	Proposer 4 H.T. Harvey & Associates Weighted Score	Max Points	Proposers 0-10 Points	Weight	Proposer 5 Vollmar Natural Lands Consulting Weighted Score	Max Points	Proposers 0-10 Points	Weight	Proposer 6 Mach 8 Biological Weighted Score
A. Quality and Responsiveness of the Response																							
A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested specifically in the RFQ is included. Proposal contains a detailed discussion of the project showing the Respondent's understanding of the project requirements and constraints. Proposal is limited to (8) pages (single-sided) with no graphics or other figures not specifically requested by the RFQ. Resumes may include as an attachment.																							
20	9.33	10%	4.67	20	18.67	10%	9.33	20	18.67	10%	9.33	20	15.00	10%	7.50	20	11.00	10%	5.50	20	13.67	10%	6.83
B. Statement of Experience and Qualifications																							
B.1. Proposal includes a description of the nature of the respondent's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.																							
20	12.00	20%	12.00	20	18.67	20%	18.67	20	18.00	20%	18.00	20	16.00	20%	16.00	20	16.67	20%	16.67	20	13.67	20%	13.67
C. Desirable Qualifications Request																							
C.1. Proposal contains Biological Surveys for comparable projects in California, including strong knowledge of working with local agency implemented or sponsored projects. Strong technical experience specifically in the evaluation of measures related to the Mitigation Monitoring and Response Plans outlined in the MMND for the project. Proposal provides brief descriptions of at least three projects the firm has completed successfully that are similar to Biological Investigation and Monitoring to Support Project Work at Buena Vista Landfill, with reference contact information. The Biological Surveys shall comply with the requirements established by the CEQA/NEPA review of the proposed project.																							
20	12.00	30%	18.00	20	18.67	30%	28.00	20	18.00	30%	27.00	20	16.33	30%	24.50	20	15.67	30%	23.50	20	14.00	30%	21.00
D. Staffing																							
D.1. Proposal includes a staffing plan listing associates, personnel and sub-consultants who will be directly assigned to the project, together with a discussion of responsibilities for this project and resumes. Proposal includes résumés for key personnel to be assigned to this project. Proposal includes an organizational chart of personnel involved in the project. Proposal identifies the extent of County personnel involvement deemed necessary, including the candidate's estimated number of hours required and expertise required of the County and/or any other professionals required to participate in the work. The candidate shall discuss the availability of all staff proposed for this project. Experience of key project personnel while employed by other firms (i.e., prior to employment with your firm) is acceptable.																							
20	12.00	20%	12.00	20	18.00	20%	18.00	20	18.00	20%	18.00	20	17.33	20%	17.33	20	18.00	20%	18.00	20	15.33	20%	15.33
E. Project Schedule																							
E.1. Proposal includes a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones.																							
20	11.00	20%	11.00	20	17.00	20%	17.00	20	16.67	20%	16.67	20	17.33	20%	17.33	20	17.33	20%	17.33	20	14.33	20%	14.33
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent																							
100	56.33			100	91.00			100	89.33			100	82.00			100	78.67			100	71.00		
TOTAL WEIGHT (100%)																							
		100.00%				100.00%				100.00%				100.00%				100.00%				100.00%	
TOTAL WEIGHTED POINTS																							
			57.67				91.00				89.00				82.67				81.00				71.17

1 TRANSMITTAL COVER LETTER

March 16, 2023

Shantell Kinslee
Waste Management Department
County of Amador
810 Court Street
Jackson, CA 95642

Subject: Statement of Qualifications to Provide Professional Services for Biological Investigation and Monitoring to Support Construction Project Work at Buena Vista Landfill (RFQ 23-05)

Dear Ms. Shantell:

HELIX Environmental Planning, Inc. (HELIX) is pleased to respond to the County of Amador's (County) Request for Qualifications (RFQ) to provide Biological Investigation and Monitoring to Support Construction Project Work at Buena Vista Landfill. As demonstrated in the following Statement of Qualifications (SOQ), the HELIX team is represented by outstanding professionals with extensive qualifications and many years of successful experience providing the type of biological investigations and monitoring services the County needs.

HELIX is a California corporation with offices in Sacramento, Placer, San Diego, Orange, Los Angeles, and Riverside counties. Established in 1991, HELIX has extensive experience helping public and private clients comply with environmental laws and regulations, manage natural and cultural resources, and design and construct sustainable projects. We also specialize in habitat restoration design and implementation including the installation and maintenance of native habitats, primarily as part of California Environmental Quality Act (CEQA) and/or federal and state regulatory permitting required mitigation.

In-house services provided by HELIX include CEQA and National Environmental Policy Act (NEPA) document preparation; biological and aquatic resource assessments; mitigation monitoring and compliance; arboriculture; regulatory permitting; cultural resources investigations; historic resource evaluations; acoustical/noise studies; air quality/greenhouse gas analyses; visual resource assessments; land use and planning; public involvement; agricultural resources; community impact studies; landscape architecture; and Geographic Information Systems (GIS) mapping.

HELIX Principal Biologist, Dr. Gretchen Flohr, will serve as Project Manager, supported by staff working out of our Folsom and Roseville offices. Please contact Dr. Flohr at 916.435.1202 or GretchenF@helixepi.com with any questions regarding our qualifications. Acknowledgement of Addendum 1 is included as Appendix A. We are ready and available to begin work by the middle of April. Thank you for considering HELIX and we look forward to hearing from you.

Sincerely,



Patrick Britton
Regional Manager

Distribution: (1) original signed, (4) bound copies, and (1) electronic copy on flash drive in Microsoft Word

2 EXECUTIVE SUMMARY

HELIX understands that Amador County is the party responsible for post-closure maintenance of the closed ~95-acre Buena Vista Landfill and that this will be a two-phased project consisting of reconstruction of the final cover on Waste Management Unit 1 (WMU-1) (Phase I) and expansion of the Class II surface impoundment with replacement of the existing liner (Phase II) as required by Regional Water Quality Control Board (RWQCB) (hereafter collectively referred to as the Project). We further understand that the work on the ~38-acre Project footprint (site) is federally funded using Federal Reuse Funds and State Clean Water Revolving Fund Program and thus is subject to prevailing wage requirements of the Davis-Bacon and related acts (DBRA).

HELIX understands that the County is required to employ mitigation measures outlined in the Project's CEQA Initial Study (IS) and Mitigated Negative Declaration (MND) Mitigation, Monitoring and Reporting Plan (MMRP). These measures include reduction and/or avoidance of impacts on proposed or existing biological resources at the site in accordance with the County's General Plan MMRP. HELIX possesses more than 30 years of experience and expertise in providing environmental services support for Projects subject to environmental compliance regulations. Our decades of experience enable us to develop a cost-effective, strategic approach to implementing mitigation measures specified in the Buena Vista Landfill Project IS. Based on our experience with developing and implementing site-specific CEQA mitigation measures and our experience with similar landfill closures, we have developed the following scope of work that incorporates the essential elements and considerations for this Project.

Task 1: Project Initiation and Management

Objective: *Facilitate Team Environment with the County and Contractor(s). Finalize schedule, provide clear understanding of schedule, roles, goals, and communications chain of command.*

Upon receiving the Notice to Proceed (NTP) (anticipated March 23, 2023), HELIX will coordinate with the County to schedule and implement a kick-off meeting via Teams (or in-person) with County staff on or around April 5, 2023. The kickoff meeting will provide an opportunity to review our proposed Project approach and schedule, clarify County priorities and concerns, finalize dates for Project milestones and to discuss safety and potential access concerns, as well as communications protocols and chains of command. HELIX will provide the County with a draft meeting agenda for initial review. Following the kickoff meeting, HELIX will prepare a summary of the kick-off meeting, addressing any outstanding questions or concerns posed by the County and will provide a finalized Project schedule.

Project management is a critical component to successfully adhering to the Project schedule and budget goals while fulfilling the County's vision for the Project. Key aspects of Project management include communication with the County staff, careful tracking of the Project schedule and budget, and quality assurance review. This task includes phone calls, e-mails, and other communication required to complete the Project, including a short monthly check-in with County staff via phone or e-mail. Dr. Gretchen Flohr, HELIX Principal Biologist, will be Project Manager (PM) for the Project and will be available 35% of the time beginning with the receipt of the NTP. Her exemplary qualifications are provided in Sections 3 through 5.

Deliverables

- Draft Meeting Agenda/Final Meeting Agenda
- Kick-off Meeting Summary and Finalized Project Schedule

Task 2: Biological Resources Mapping (MM BIO-1, -3, -4 and -5)

Objective: *To identify and provide accurate mapping of biological resources present on the Project site to facilitate and inform compliance with mitigation measures.*

HELIX will prepare a Biological Resources Letter Report that will be used to inform and facilitate implementation of mitigation measures (MM) BIO-1, -3, -4 and -5 of the Project IS. Based on discussions during the bid walk, the County proposes complete avoidance of aquatic resources as described in MM BIO-5 and will scribe a 50-foot no-disturbance buffer around any USACE jurisdictional features. To facilitate this approach, the location(s) of aquatic resources within, or adjacent to, the Project footprint will be identified and digitized onto an aerial map. Aquatic features will be demarcated in the field with pin flags to ensure the exclusion zone is easily identifiable during construction activities.

A desktop review of biological resources within the Project vicinity and site will be conducted prior to field work which will include a general biological reconnaissance survey and protocol-level botanical surveys. All identified sensitive biological resources will be mapped. HELIX anticipates that the initial botanical survey in April will cover spring-blooming special-status plant species and an additional survey in July will be required to identify summer-blooming species. During the initial survey, HELIX botanist, Greg Davis, will identify areas that have potential to support summer blooming special-status plant species. Our approach would be to flag those areas for avoidance until the summer surveys could clear them. Work could prioritize in areas with no potential to support summer-blooming species to maintain forward progress with project implementation while maintaining compliance with MM BIO-3 and BIO-4.

Deliverables

- Biological Resources Letter Report and Mapping (in PDF format)

Task 3: Pre-Construction Nesting Bird and Burrowing Owl Take Avoidance Surveys (MM BIO-1 and Bio-2)

Objective: *To identify active nests present on the Project site, establish buffer zones, and inform construction and the County.*

Based on observations of marginally suitable burrowing owl (BUOW) habitat during the bid walk, HELIX anticipates that burrowing owl take avoidance surveys will be required. A HELIX biologist will conduct two (2) rounds of BUOW and nesting bird surveys on the Project site. The first survey will be conducted 14 to 30 days prior to the start of construction and the second survey will be conducted no more than 24 hours prior to the start of ground disturbance activities. Any observations of active burrow or nest locations, or other special-status wildlife species will be recorded in the field using a GPS unit with submeter accuracy. As described in BIO-2, if nests are found, a species-dependent buffer will be determined by the HELIX qualified biologist in consultation with the California Department of Fish and Wildlife who will supervise installation of orange exclusion fencing of the buffer zone. A brief letter report will be prepared documenting the methods and results of the surveys.

HELIX is aware of an historic osprey nest on the Project site - this is discussed in Task 4.

Deliverables

- Pre-construction nesting bird and special-status species survey report (in PDF format)

Task 4: Construction Monitoring

Objective: *To ensure workers are aware of environmental compliance requirements and that parental care at active nests is not disrupted.*

A HELIX biologist will be onsite twice weekly during initial grading and ground disturbance (estimated for May 1 - July 7, 2023) to monitor the anticipated active osprey nest and any other active nests identified within the Project site. This task assumes that the monitor will be onsite six hours per day/two days per week during that time. If monitoring is required beyond July 7, 2023, HELIX will bill for additional monitoring on a time and materials basis or under a separate scope of work. Following initial grading and ground disturbance, construction monitoring will be reduced to weekly drop-ins to monitor the active osprey nest until the HELIX biologist has determined that the nest has either fledged or failed. The biologist will prepare daily monitoring reports for submittal to the County on a weekly basis.

Deliverables

- Daily Construction Monitoring Form (PDF Format)

3 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

To ensure that a project's CEQA mitigation measures are successfully implemented and meet environmental compliance requirements, HELIX brings extensive experience to clients through both the development and implementation of MMRPs. MMRPs identify monitoring and reporting procedures, monitoring responsibilities and schedules for mitigation measures and permit conditions. HELIX staff are skilled at taking complex environmentally-

focused permit conditions and making them easy-to-understand commitments. To facilitate implementation, and ease the compliance and reporting process, HELIX develops a mitigation tracking matrix based on the needs of the individual project. The matrix is provided to project team members. HELIX is adept at ensuring that projects stay in compliance with the mitigation measures and permit conditions as a means of keeping projects on schedule and budget.

Our mitigation compliance services include conducting pre-construction surveys, worker environmental awareness program (WEAP) training, construction monitoring, post-construction monitoring of habitat restoration and revegetation areas, and agency reporting. Our staff have experience working with construction contractors to ensure that permit conditions are adhered to, sensitive resources are protected, and the project can progress as efficiently as possible during the construction schedule. Throughout construction monitoring, we maintain detailed logs of construction activities, photo-documentation, and observations so that our clients and agency staff can be confident that construction is compliant with permit and regulatory requirements. While it is unlikely for construction activities to occur within protected areas or areas occupied by special-status species, we are experienced working with construction contractors to adjust (or halt if necessary) construction activities and coordinate with regulatory agencies should this occur.

The following is a brief, representative list of current and past work on similar projects, including involvement of proposed staff and client contact demonstrating projects with similar mitigation measures. As shown, the project team has extensive experience working together.

Project Name, Dates, Client Contact	Services	Proposed Staff Involvement
<p>Alameda Point Installation Restoration (IR) Site 1 Project, 2019- 2021</p> <p>Contact: Neil Hey Sr. Project Manager, GES-ASRC Industrial 2300 Clayton Road, Suite 1050 Concord, CA 94520, 925.375.2143</p>	<p>Construction monitoring and WEAP training in support of construction of mitigation restoration over landfill cap at Former Navy Installation at Alameda Point. Species include nesting birds and wetlands plant species.</p>	<ul style="list-style-type: none"> ● Dr. Flohr, Principal Biologist managing team of biologists and botanists and Dept of Navy coordination.
<p>Carson Creek Unit 2 Mixed-use Development, 2019 - Present</p> <p>Contact: Sean MacDiarmid, Director of Forward Planning, Lennar, 1025 Creekside Ridge Dr, Suite 240, Roseville, CA 95678, 916.746.8520</p>	<p>Protocol and pre-construction surveys and WEAP training for special-status species, including CRLF, western pond turtle, nesting migratory birds and raptors and roosting bats. Monitoring during construction within areas subject to CDFW jurisdiction and assisted with agency coordination for mixed-use development located in El Dorado County.</p>	<ul style="list-style-type: none"> ● Mr. Davis, pre-construction surveys for burrowing owl, western pond turtle, special-status plants, nesting birds; WEAP training; and construction monitoring. ● Mr. Scaffidi, construction monitoring; burrowing owl and nesting bird surveys. ● Mr. Muller, construction monitoring. ● Mr. Britton, Principal-in-Charge to conduct QA/QC review. ● Mr. DeMartino, GIS graphics.
<p>San Pablo Reservoir Monterey Pines Biological Surveys, Monitoring and Reporting, 2022 - Present</p> <p>Contact: Ashley Harpine, President/CEO, Tree Service Unlimited, Inc. 5531 Silver Load Dr., Placerville, CA 95667, 530.903.4860</p>	<p>Performed routine bat surveys and bald eagle/golden eagle surveys in support of removal of dead non-native Monterey pine trees throughout the San Pablo Reservoir area in the City of Orinda, Contra Costa.</p>	<ul style="list-style-type: none"> ● Dr. Flohr, Project Manager. ● Mr. Scaffidi, monitoring biologist.

<p>Amador County Airport (Westover Field) Perimeter Fence, 2021</p> <p>Contact: Nicholas Alex, C&S Companies, 18000 International Blvd, Ste. 401, SeaTac, WA 98188, 206.746.2313</p>	<p>Conducted a biological resources assessment, aquatic resources evaluation, and focused botanical survey for the proposed perimeter fence installation and upgrades.</p>	<ul style="list-style-type: none"> ● Mr. Davis, biological resources assessment, aquatic resources evaluation, and focused botanical survey. ● Mr. Britton, Principal-in-Charge to conduct QA/QC review. ● Mr. DeMartino, GIS graphics.
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4 DESIRABLE QUALIFICATIONS

In addition to the experience provided above, summaries of projects highlighting HELIX’s related experience providing biological services in support of waste management projects, conducting biological and botanical surveys, implementing MMRPs and submitting associated reporting to resources agencies are provided below.

Tracy Hills Development | San Joaquin County

HELIX is providing permitting and environmental compliance for a 525-acre residential development, and associated infrastructure, near the City of Tracy, San Joaquin County. Regulatory Specialists oversaw preparation of a CDFW Streambed Alteration Agreement, RWQCB Waste Discharge Requirements, aquatic resources delineation (ARD), and biological site assessment for the Project. HELIX manages compliance with numerous measures identified in the project’s California and Federal Endangered Species Acts’ Incidental Take Permits, MMRP outlined in the project’s CEQA document, Habitat Conservation Plan, and SAA with CDFW. Measures include pre-construction surveys, WEAP training, and construction monitoring. Potentially occurring species on the site include San Joaquin kit fox, Swainson’s hawk, burrowing owl, nesting birds, California tiger salamander, western spadefoot toad, American badger, bats, and special-status plants. **Reference:** Andrea Boertien, Environmental Scientist, California Department of Fish and Wildlife, 707.317.0388

Merced County Regional Waste Management Authority On-Call Services | Merced County

HELIX staff have been providing biological services in support of agency and/or CEQA requirements to Merced County Regional Waste Management Authority (MCRWMA) since 2001 and in July 2022 HELIX was selected by MCRWMA to provide On-Call CEQA Consulting Services.

Highway 59 Landfill Expansion Vernal Pool Creation and Monitoring. In accordance with the Biological Opinion, after the tenth year of annual monitoring (conducted in 2013), reports documenting the ecological functions of the preserve need to be submitted to USFWS every third year. HELIX has surveyed the preserve twice since the final formal year of monitoring for known populations of listed vernal pool branchiopods within the naturally occurring and constructed vernal pools.

Landfill-Gas-to Energy Project. HELIX conducted a biological resources assessment (BRA) along the preferred route of a proposed gas pipeline, including a 50-foot buffer, from the Highway 59 Landfill to the University of California Merced. HELIX biologists prepared a BRA and an ARD for the pipeline Study Area. Based on results from the field study, HELIX biologists prepared a biological resources section of the CEQA IS/MND and biological mitigation measures listed in the MMRP. Potential biological constraints included aquatic resources along the pipeline route, potential habitat for California tiger salamander, and nesting habitat for various avian species.

Highway 59 Landfill, Valley Fill EIR, Biological Section. HELIX staff prepared a BRA for the 610-acre Highway 59 Landfill Valley Fill Project for incorporation into the CEQA EIR. The proposed project included the relocation of several on-site uses and reconfiguration of the disposal area within the existing facility boundary to accommodate an increase in the maximum disposal elevation within a portion of the existing landfill. Biologists conducted biological surveys and botanical inventories of the project site, including protocol surveys for vernal pool invertebrates and California tiger salamander. Once the biological resources assessment was completed, we coordinated with the EIR consultant to determine appropriate avoidance, minimization, and mitigation measures for sensitive biological resources that could occur within the project area.

Billy Wright Landfill EIR Biological Studies. HELIX staff prepared the biological resources section of the EIR being prepared for the Solid Waste Disposal/Transfer Options. Our biologists conducted a biological assessment and

wetland delineation in preparation of a revised biological resource section of the EIR. The biological assessment evaluated potential impacts associated with implementation of three proposed solid waste disposal options. Existing biological conditions and mitigation measures necessary to reduce impacts to biological resources to a less than significant level were discussed. Species of concern included hispid bird's beak, San Joaquin saltbush, California horned lizard, ferruginous hawk, Swainson's hawk, tricolored blackbird, western burrowing owl, and white-tailed kite. Biologists also conducted a formal delineation of wetlands on the 175-acre Billy Wright Landfill and developed a Wildlife Treatment Plan to ensure avoidance of impacts to and the long-term protection of sensitive biological resources pursuant to CEQA.

Reference: Patrick Womble, MCRWMA Environmental Resource Manager, 209.723.4481, pwomble@mcrwma.org

Sycamore Landfill Expansion | San Diego County

HELIX prepared an EIR, biological studies, regulatory permitting, and environmental documentation for the expansion of the Sycamore Landfill in San Diego County. HELIX also conducted maintenance and biological monitoring of open space and mitigation areas, as well as planning for mitigation that will result from required impacts from the proposed expansion.

The 86-million-cubic-yard landfill expansion includes a horizontal and vertical expansion of the fill area, allowing for increases to incoming daily tonnage, and relocation of an electrical transmission line by San Diego Gas & Electric to accommodate the expansion. The prior EIR on the project (not prepared by HELIX) was litigated, and the court overturned the CEQA document. The updated EIR reflects current baseline conditions and incorporates input received during the litigation process. HELIX provided oversight and peer review for the biological technical report and traffic impact study prepared by other firms, and prepared updates to the air quality and greenhouse gas emissions analyses and an addendum to the acoustical impact study. HELIX conducted protocol surveys and processed the wetland permits for the project, including Individual 404, 401 Water Quality Certification, and 1602 Streambed Alteration Agreement. HELIX also provided support in securing approvals from the California Public Utilities Commission for the relocation of the transmission line.

HELIX has been responsible for implementing mitigation for impacts to biological resources, including monitoring and maintenance of previously translocated populations of sensitive species, salvage and translocation of sensitive plant species prior to construction, installation of native sage scrub and grassland habitat, implementation of a site-wide weed management plan, environmental compliance services for construction and ongoing compliance during maintenance.

HELIX installed irrigation, plants, and hydroseed for approximately seven acres of native grassland and coastal sage scrub revegetation areas associated with mitigation for landfill impacts. As part of the restoration effort, HELIX installed an irrigation system which is charged through a water truck connection and irrigates cut and fill slopes associated with landfill expansion. Additionally, HELIX maintains and monitors nine acres of restoration occurring within existing native upland habitat that includes sensitive plant communities. HELIX is also the weed control manager for the active landfill areas, tasked with controlling invasive species throughout the 600-acre site. The goal of the weed management effort within active landfill areas is to prevent spread of weed species into surrounding open space and restoration areas.

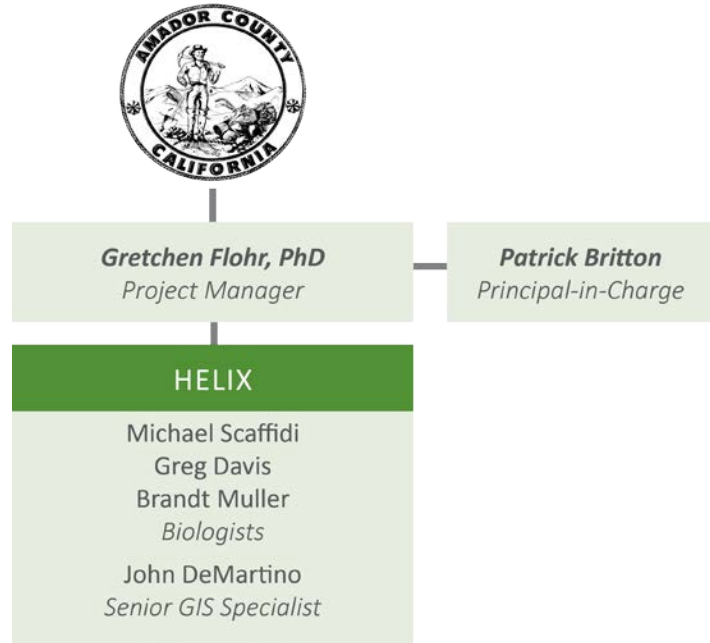
HELIX is also working with Republic Services managing environmental compliance and erosion control support services at Otay Landfill, Borrego Landfill, Ramona Landfill, and at three of Republic Services' transfer stations.

Reference: Jesus Torres, Republic Services Environmental Manager, 619.449.9156, jt@republicservices.com

5 STAFFING

As demonstrated in the organizational chart and qualifications presented in this SOQ, HELIX has assembled a highly qualified team with sufficient staffing resources and the appropriate expertise necessary to complete the scope of work within the proposed schedule presented in Section 8. We assure the County that the key personnel identified will be the ones working on this project and will be immediately available and 100% dedicated to the Project. HELIX's Northern California offices staff approximately 50 professionals, with an additional 140 professional employees located in the firm's other California offices.

Introductions to the team below provide an overview of each team members' responsibilities. Resumes are included as Appendix B and provide a comprehensive overview of related experience, education, and permits.



Dr. Gretchen Flohr is a Principal Biologist with 28 years of experience working with public and private clients to ensure project compliance with state and federal agency regulations. She has directed and managed projects ranging in scale from five acres to five square miles in size. Dr. Flohr will serve as Project Manager. In this role she will serve as the County's primary point of contact and will be responsible for the management of the agreed-upon scope of work, deliverable schedule, and project budget, and she will actively participate in project meetings with the County's PM. We take pride in being self-directed, and our PMs are very detail-oriented, professionals with hands-on approaches to all projects while keeping the big picture in mind. Therefore, we anticipate County involvement to include review of reports and attendance at monthly meetings for updates. Dr. Flohr will direct the day-to-day activities of the project team in coordination with key staff and hold regular internal team meetings to coordinate tasks requiring multiple staffing resources. Dr. Flohr will submit a monthly project report containing a detailed statement of all services performed and all work accomplished since HELIX's last monthly report. She will indicate each item of task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

Patrick Britton will serve as Principal-in-Charge and will review all work products and analysis before they are sent to the County as part of our established Quality Assurance/Quality Control (QA/QC) process. He will also serve as signatory for contractual obligations.

Natural resource specialists committed to this project include Greg Davis, Michael Scaffidi, and Brandt Muller. **Michael Scaffidi** is a senior level federally permitted biologist and will lead pre-construction field surveys and reporting. **Greg Davis** is a botanist/biologist and will conduct the biological resources assessment, aquatic resources evaluation, and pre-construction and botanical surveys. **Brandt Muller** is a staff biologist highly experienced in construction monitoring who will conduct construction monitoring and reporting.

John DeMartino is a Senior GIS Specialist and will prepare GIS maps and graphics.

6 EXECUTION OF SAMPLE AGREEMENT

HELIX's Controller has reviewed the Sample Agreement contained in Attachment A of the RFQ and we do not have any exceptions or changes to request.

7 RATE SCHEDULE

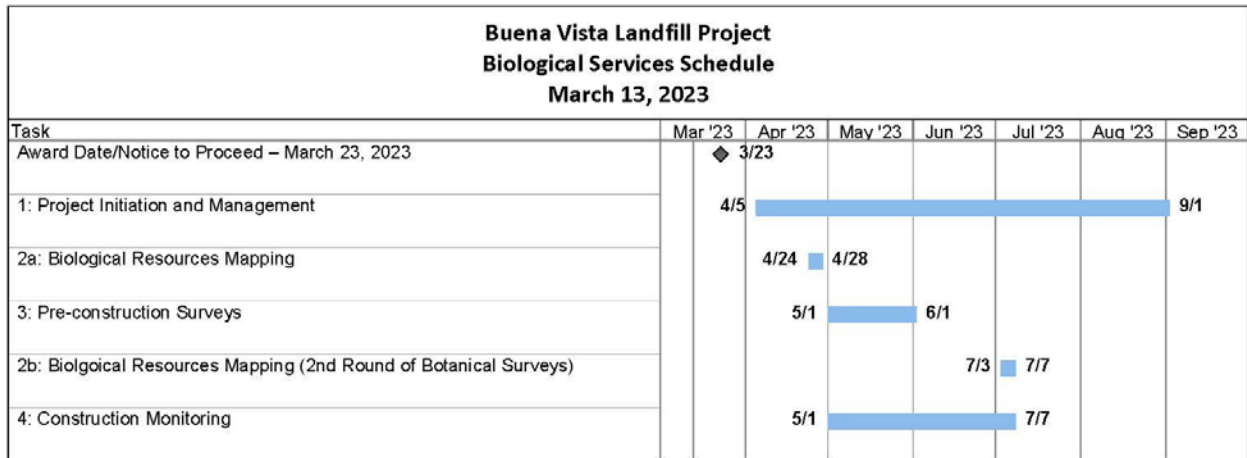
Following is a schedule of hourly rates and charges for all current employee classifications. Hourly labor rates include all labor, tax, bonds, insurance, permits, premiums, shipping, transportation, services, disposal, equipment, materials, and appurtenant facilities.

Employee Classification	Hourly Rate	Employee Classification	Hourly Rate
Principal	\$230-300	Biologist I-V	\$100-155
Principal Acoustician	\$215-225	Noise/Air Quality Specialist	\$130-145
Principal Biologist	\$225-290	Environmental Compliance Specialist	\$85-125
Principal Landscape Architect	\$190-210	Senior Archaeologist	\$125-170
Principal Planner	\$220-290	Senior Architectural Historian	\$165-175
Principal Regulatory Specialist	\$225-290	Archaeology Field Director	\$125-135
Principal Cultural Resources Specialist	\$190-210	Architectural Historian	\$120-155
Safety Manager	\$210-220	Staff Archaeologist	\$80-125
Senior Fisheries Scientist	\$250-255	Senior Landscape Architect	\$145-160
Senior Noise/Air Quality Specialist	\$200-220	Landscape Architect	\$120-140
Senior Project Manager I-III	\$165-230	Landscape Planner I-III	\$110-120
Senior Scientist	\$155-195	Senior GIS Specialist	\$150-185
Senior Regulatory Specialist	\$160-170	GIS Specialist I-III	\$110-140
Project Manager I-III	\$135-175	Graphics	\$115-125
Assistant Project Manager	\$120-145	Technical Editor	\$110-125
Regulatory Specialist	\$105-150	Operations Manager	\$100-140
Environmental Planner I-III	\$105-135	Word Processor I-III	\$90-100
		Clerical	\$65-75

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

8 PROJECT SCHEDULE

HELIX affirms that our team is available and will be ready to perform the scope of work by the middle of April 2023 and that required surveys will be completed by late spring 2023 in anticipation of project construction in June or July 2023.



APPENDIX A

Addendum Acknowledgement



GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA
PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL jhopkins@amadorgov.org

February 15, 2023

**Addendum No. 1
Request for Qualifications
No. 23-05
Professional Services
Biological Investigation and Monitoring to Support Construction Project
Work at Buena Vista Landfill**

NOTICE TO ALL PROSPECTIVE PROPOSERS

THE FOLLOWING ITEMS AND INFORMATION WILL SUPERSEDE THOSE PREVIOUSLY STATED IN THIS REQUEST FOR QUALIFICATIONS OR IN ANY E-MAIL CORRESPONDENCE:

QUESTIONS AND ADDITIONS:

- Question 1:** Are you looking for a full Bio Report and Workup?
Answer: Refer to RFQ 23-05 "Scope of Work/Services" on page 1 of the document
- Question 2:** Will the County Share the CEQA Document?
Answer: Yes, see attachment, "Addendum No.1 CEQA"
- Question 3:** When was the last take from the designated take site?
Answer: Final Closure for Waste Management Unit II/III was completed in 2010/11. It was during this year that the final cover material for that project was removed from the designated take area.
- Question 4:** Should the blue line area be delineated in the report?
Answer: Refer to the details Per RFQ 23-05 Exhibit 1 No. 5.
- Addition:** Mandatory Pre-Bid Sign in Sheet.

Proposals are required to be submitted no later than **1:30 p.m. Thursday, March 16, 2023** to Amador County General Services Administration, 12200 Airport Road, Jackson, CA. 95642.

This addendum must be signed and attached with all other required documents when you submit your Proposal. This addendum is hereby made a part of and incorporated herein by reference into "RFQ 23-05 Professional Services for Biological Investigation and Monitoring to Support Construction Project Work at Buena Vista Landfill"

Signature:  Date: 3/14/2023

APPENDIX B

Resumes

EDUCATION

Doctor of Philosophy, Herpetology, Southern Illinois University, Carbondale, 2009

Master of Science, Organismal and Conservation Biology, San Jose State University, 1999

Bachelor of Science, Organismal and Conservation Biology, San Jose State University, 1996

CERTIFICATIONS

USFWS Endangered Species Act 10(a)1(A) Permit No. E-06112-8

CDFW Scientific Collecting Permit, Specific Use No. S-193640005-20237-001

The Wildlife Society, Certified Wildlife Biologist

PROFESSIONAL AFFILIATIONS

National Science Foundation Fellow

American Society of Ichthyologists and Herpetologists

Society for the Study of Reptiles and Amphibians

The Wildlife Society

GRETCHEN FLOHR, PH.D.
PROJECT MANAGER & PRINCIPAL BIOLOGIST



Dr. Flohr is a seasoned field biologist with 28 years of in-depth experience working with state and federal agencies, and public and private clients. She has managed and directed dozens of projects requiring varying levels of biological services and ranging in size from five acres to five square miles and budgets ranging from \$5,000 to \$4.5M. She has expertise in wetland ecology, mammalogy, herpetology, and invertebrate zoology and extensive experience with all native California amphibian, reptiles, and small mammals. Dr. Flohr has taught and mentored

numerous students and professionals in the classroom and in the field, including training state, federal, and local agency personnel in the areas of small mammal and amphibian trapping techniques and species identification. She has conducted habitat assessments and protocol surveys for numerous special-status species including salt marsh harvest mouse, California red-legged frog, California tiger salamander, burrowing owl, western pond turtle, foothill yellow-legged frog, blunt-nosed leopard lizard, San Joaquin kit fox, and vernal pool fairy and tadpole shrimp. Dr. Flohr possesses 10(a)1(A) federal permits for salt marsh harvest mouse, vernal pool invertebrates, California red-legged frog, and California tiger salamander and a Scientific Collecting Permit, Specific Use from CDFW for California tiger salamander, California red-legged frog, western pond turtle, salt marsh harvest mouse, dusky-footed woodrat, vernal pool branchiopod, and all amphibian and mammal Species of Special Concern.

Alameda Point Former Naval Air Station (Former Landfill) Biological Monitoring and Wetland Inspection (2018 - 2021). Provided Senior Oversight and guidance for biological inspections and botanical surveys of the compensatory mitigation and reference wetland created to mitigate for impacts resulting from capping of landfill. Conducted oversight and senior review of annual reporting including assessments of the vegetative community, wildlife habitat and hydraulic function/wetland hydrologic indicators. Monitoring inspections included USACE Wetland Delineation methods, mapping resources with submeter accuracy, evaluating wildlife enhancement features and conducting quadrat-based vegetative sampling and percent cover analysis. Provided expert services during meetings with regulatory agencies and Department of the Navy. Evaluated and developed a new scientifically valid sampling methodology that included achievable success criteria and identified the need for either a new reference pond or eliminated the need for a reference pond.

NASA Ames Research Center Non-Time Critical Removal Action Project (2017 - 2021). NASA Ames needed to remove contaminated soils from their lands near wetland habitat and then cap the area and restore it. Project Director coordinating and providing agency-approved biologists to conduct surveys and biological monitoring for salt marsh harvest mouse, Ridgway's rail, California black rail, least tern, and snowy plover for this remediation project in Santa Clara County. Assisted with agency coordination to reduce and minimize impacts to sensitive species and habitat from project construction. Assisted NASA with permit interpretations and provided technical expertise on implementing state project permits, and daily monitoring reports. Reviewed, edited, and submitted daily and annual compliance

reports. Assisted with agency coordination and communication. Provided technical expertise on implementing federal and state project permits. Developed and provided oversight of project budgets, scheduling and supervising of biological monitors, and daily and quarterly monitoring reports. Work performed for NASA as a subconsultant to ERT Corporation.

Stebbins' Morning Glory Management Plan (2017). Project Director coordinating and providing botanists and biologists to prepare a Habitat Management Plan for the federally endangered Stebbins' morning glory for a no-kill shelter expansion project in Nevada County. The purpose of the management plan was to increase the number of plants by 25% and to develop a management approach that was adaptive and guided by continuous surveys to achieve specific goals and objectives. The overall goal of the management plan was to create and maintain a mosaic of early- mid- and late-successional chaparral habitats. Developed and oversaw project budgets, scheduling and supervising of biologists and botanists, and provided senior review of the final management plan. Work performed for the County of Nevada.

PG&E Shasta-Trinity National Forest Transmission Alignment Rare Plant Surveys (2018). Project Manager coordinating and managing a team of botanists to conduct rare plant surveys along a 25-mile transmission alignment in Humboldt County in support of future vegetation management activities. Developed and oversaw project budgets, scheduling and supervising of botanists, and daily updates and senior review of final report. Work performed for PG&E as a subconsultant to Cardno.

Willits Bypass Mitigation Project (2015 - 2017). Project Manager responsible for nesting bird and rare plant surveys and biological monitoring during creation of 1,200+ acres of wetlands mitigation in Mendocino County. Provided overview, technical approaches, and guidance on permit compliance and interpretation. Responsible for scheduling, reporting and plan preparation. Assisted with agency coordination and communication. Developed and oversaw project budgets, scheduling and supervising of biological monitors, and preparing daily, quarterly and annual monitoring compliance reports. Work performed for Caltrans.

North Vista Plaza Project (2021 - Present). Principal Biologist coordinating and assisting in overseeing the preparation of multiple permits including a USACE Section 404, 401 RWQCB, a Biological Opinion with USFWS, and a Section 2018 Incidental Take Permit from CDFW for a 35-acre residential development project in Valley Springs, Calaveras County. Provided senior review of supporting documents and authoring more in-depth analyses of the potential for special-status species to occur. Assisted with permitting and mitigation strategies. Work performed for LGI Homes.

PG&E Enhanced Vegetation Management (2020). Program Director and Project Manager supporting the PG&E Enhanced Vegetation Management (EVM) program throughout Northern and Central California. The EVM program targets vegetation that poses a higher potential for wildfire risk in high fire-threat areas as designated by the California Public Utilities Commission. Work involves ensuring clearances in high fire-threat areas of 12 feet or more at time of prune to ensure compliance year-round and removal of hazardous vegetation that pose a potential risk to power lines and evaluating the condition of trees that are tall enough to strike the lines. Coordinated scheduling of biologists, reporting of work conducted and compliance with environmental requirements, and safety issues. Provided senior review and guidance as needed. Work performed for PG&E, as a subconsultant to ERM.

Diablo Energy Storage Project Biological Services (2020). Project Director/Project Manager coordinating and providing agency-approved biologists to conduct surveys and biological monitoring for salt marsh harvest mouse, Ridgway's rail, and nesting birds for an energy storage project in Contra Costa County. Assisted with agency coordination to reduce and minimize impacts to sensitive species and habitat from project construction. Assisted client with permit interpretations and providing technical expertise on implementing federal and state project permits, and daily monitoring reports. Reviewing, editing, and submitting daily and annual compliance reports. Developed and overseeing project budgets, scheduling and supervising of biological monitors, and providing daily monitoring reports. Work performed for LS Power as a subconsultant to TRC.

Briones Regional Park Trail Restoration Project (2016). Project Director coordinating and providing oversight of 10(a)(1)(A) permitted biological monitors conducting biological monitoring of a sizeable project restoring numerous sections of Briones Crest Trail, in Briones Regional Park located in Contra Costa County. Assisted with agency

coordination to reduce and minimize impacts to sensitive species and habitat from project construction. Assisted PG&E with permit interpretations and provided technical expertise on implementing state project permits, and daily monitoring reports. Oversaw project budgets, scheduling and supervising of biologists, and provided senior review of all deliverables. Work performed for PG&E.

San Clemente Dam Removal (2014 - 2016). Project Manager responsible for rescue and relocation of California red-legged frog and Monterey dusky-footed woodrat and providing agency-approved biologists to conduct nesting bird and roosting bat surveys and biological monitoring in Monterey County for the largest dam removal project in California. Provided senior guidance on permit compliance and interpretation. Responsible for scheduling, reporting, and plan preparation. Assisted with agency coordination and communication. Provided technical expertise on implementing federal and state project permits. Developed and oversaw project budgets, scheduling and supervising of biological monitors, and prepared daily, monthly, and annual compliance monitoring reports. Work performed for the NOAA, California American Water, and Coastal Conservancy.

Shell Pond Habitat Management Plan (2013 - 2014). Project Manager for the preparation of a Habitat Management Plan to be implemented during remediation pilot studies at Shell Pond a 72-acre diked pond located on a 292-acre property located in Bay Point, Contra Costa County. Shell Pond is subject to Resource Conservation and Recovery Act (RCRA) corrective action in accordance with the RCRA corrective action consent agreement between PG&E and the Department of Toxic Substances Control. The primary objective of the Plan was to provide approaches to prevent the development of suitable habitat conditions for sensitive species at Shell Pond until conditions are suitable for colonization by sensitive species (i.e., constituents within Shell Pond do not pose an unacceptable risk to ecological receptors). To develop this Plan, historic and current habitat conditions were evaluated to compile a list of species known to occur within the vicinity of Shell Pond and surrounding areas. The potential for each species identified to occur at Shell Pond under current habitat conditions was assessed. Each phytoremediation approach was reviewed and separately assessed for the potential for special-status species to disperse to or colonize habitat that could be created by the pilot study through implementation of each of the two diverse approaches. Suggested management and study design approaches were developed as well as adaptive management approaches. Work performed for PG&E.

Los Vaqueros Reservoir (2012 - 2014). Project Director, Project Manager, and Supervising Biologist that coordinated and led 10(a)(1)(A) permitted biologists in mitigation monitoring activities at the Watershed in Contra Costa County. Advised and guided District personnel in identifying and implementing measures to increase efficiency in survey and reporting efforts to ensure compliance with Biological Opinion and Incidental Take Permit. Provided technical expertise on implementing federal and state project permits. Conducted egg mass, larval, metamorph, and adult surveys for California red-legged frog and California tiger salamander. Conducted pond draining activities to eradicate introduced fishes. Developed annual reports for amphibians, reptiles, and raptors. Developed and oversaw project budgets, scheduled up to eight biologists, and provided monthly monitoring and budget reports. Provided technical expertise on 90 ponds occurring in the watershed. Oversaw predator eradication. Work performed for Contra Costa Water District.

Moffett Field IR Site 25 Remedial Action (2012). Project Manager and Supervising Biologist overseeing 10(a)(1)(A) permitted biological monitors for a remedial action project in Mountain View. Designed and implemented western pond turtle trapping protocol. Advised and guided Department of the Navy and NASA personnel in identifying and implementing measures to reduce and minimize impacts to salt marsh harvest mouse and nesting birds due to project construction. Assisted with agency coordination and communication. Provided technical expertise on implementing federal and state project permits. Developed and oversaw project budgets, scheduled up to eight biological monitors, and provided daily, weekly, and annual compliance reports. Work performed for the Department of the Navy as a subconsultant to ITSI-Gilbane.

EDUCATION

Bachelor of Science, Biology (Environmental Biology option) with minor in Botany, Humboldt State University, 2001

CERTIFICATIONS

Society of Wetland Scientist, Professional Wetland Scientist No. 2354

CDFW Plant Voucher Collecting Permit No. 2081(a)-21-079-V

International Society of Arboriculture Certified Arborist, No. WE-7449A

Central Coast Wetlands Group, Qualified California Rapid Assessment Method, Practitioner

PATRICK BRITTON
PRINCIPAL-IN-CHARGE



Mr. Britton leads our Northern California teams for CEQA and NEPA compliance, biological resource studies, cultural resource management, landscape architecture, and regulatory permitting services. Additionally, he manages the preparation and submission of Section 404 permit applications (USACE), Section 401 water quality certification applications (RWQCB), permit applications for Coastal Zone Management and McAtteer-Petris Act compliance (San Francisco Bay Conservation and Development Commission [BCDC]), and Section 1602 Agreements (CDFW). With more

than 22 years of professional experience, he has completed environmental compliance documents, permits, and technical reports for a variety of clients and project types throughout California, Nevada, and Utah. Mr. Britton has extensive experience leading teams and managing complex projects, ensuring that appropriate entitlements are received in a timely manner and within budget, and helping clients to navigate applicable local, state, and federal regulations.

Tracy Hills Project (2020 - Present). Project Manager for permitting and environmental compliance for a 525-acre residential and associated infrastructure development project near the City of Tracy, San Joaquin County. Oversaw CDFW SAA, Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements, aquatic resources delineation, and biological site assessment. Ensured compliance with numerous environmental measures identified in the projects California and Federal Endangered Species Acts' Incidental Take Permits, Mitigation Monitoring and Reporting Program outlined in the project's CEQA document, Habitat Conservation Plan, and SAA with CDFW. Measures included pre-construction surveys, worker environmental awareness program training, and construction monitoring. Species included San Joaquin kit fox, Swainson's hawk, burrowing owl, nesting birds, California tiger salamander, western spadefoot toad, American badger, bats, and special-status plants. Work was performed for the property owner with the City of Tracy serving as the lead agency.

Mosquito Road Bridge Replacement at the South Fork American River (2022). Principal-in-Charge providing review of project deliverables for replacement of Mosquito Road Bridge at South Fork American River. Quality control review of arborist report, pre-construction survey report, and invasive weed report in support of environmental compliance prior to construction. Also reviewed biological assessment in support of batch plant and staging area environmental review. Work was performed for the El Dorado County Department of Transportation.

Carson Creek Unit 2 Mixed-use Development (2019 - 2022). Principal-in-Charge for principal level oversight during permit applications/ acquisitions and regulatory compliance documentation for a proposed mixed-use development on a 423-acre site in an unincorporated portion of El Dorado County. Oversaw preparation of a Federal Clean Water Act Section 404 Individual Permit, as well as Federal Endangered Species Act Section 7 Consultation, Section 106 Consultation, 401 Water Quality Certification, and the CDFW Streambed Alteration Agreement, and Long-term Management Plan in support of development of residential land uses and the conservation of 205-acre

open space along the Carson Creek corridor. Work performed for Lennar Homes of California, Inc. with the County of El Dorado as lead agency.

Silver Springs Parkway to Bass Lake Road (South Segment) (2020 - 2022). Principal for review of environmental compliance for the extension of the Silver Springs Parkway in El Dorado County. Provided QA/QC of foothill yellow-legged frog survey protocol, Brandegees' clarkia survey report, worker environmental awareness program training materials, and post-construction agency notifications. Work was performed for El Dorado County which also served as the lead agency.

Gateway Station West Mitigation Compliance (2020 - 2022). Principal-in-Charge responsible for principal level oversight of annual open space monitoring and reporting (5 years) for a 9-acre Open Space Preserve and 41-acre Gateway Station West residential development on an approximately 54.5-acre property in the City of Newark in southwestern Alameda County. The project is part of the Dumbarton Transit-Oriented Development in Newark. Work performed for Lennar Corporation with the City of Newark as the lead agency.

Tempest Court Fuel Load Reduction Nesting Bird & Raptor Survey (2021). Principal-in-Charge for biological surveys for an approximately 4-acre fuel load reduction project in the City of Rocklin. HELIX conducted biological clearance surveys prior to project implementation within two dense oak groves, in the Stanford Ranch area north of Tempest Court and Clearview Court. Work performed for the City of Rocklin.

Slate Solar Power Development (2020 - 2021). Principal-in-Charge responsible for principal level oversight and technical oversight of environmental compliance services in support of construction permits for a proposed 300-MW photovoltaic solar project on approximately 2,731 acres of privately owned land in unincorporated western Kings County. The project would provide solar power to utility customers by interconnecting to the nearby regional electricity grid at Pacific Gas and Electric Company's (PG&E) existing Mustang Switching Station located northwest of the project site. Work performed for Recurrent Energy with the County of Kings as the lead agency.

Meadowlands Development Project (2021 - 2022). Principal-in-Charge for a 61-acre Meadowlands residential development project adjacent to a 47-acre open space preserve located in the City of Lincoln, Placer County. Quality control review of fire management plan, agency coordination, and nesting bird survey. Work performed for Taylor Builders.

Arroyo Del Valle Realignment Project (2019 - Present). Principal-in-Charge for proposed stream realignment and restoration activities for active sand and gravel facility in Alameda County. Provided oversight and regulatory support including the preparation of a Biological Resources Assessment to support CEQA compliance for the project, preparation of an Aquatic Resources Assessment, and proposed habitat mitigation plans. Work is being performed for CEMEX with Alameda County serving as the lead agency.

Stony Creek Flood Mitigation Project (2020). Project Manager for biological avoidance and minimization measures in accordance with a Streambed Alteration Agreement for a flood mitigation project which will remove up to 45,000 cubic yards of gravel in Stony Creek for a distance of .5-miles upstream of Lodoga-Stonyford Road Bridge in Colusa County. Technical review of preconstruction survey report for foothill yellow legged frog and western pond turtles; technical review of biological monitoring report for stream construction activities; and scheduling of biologists. Work performed for County of Colusa.

North Vista Plaza Project (2021 - Present). Project Manager for preparation of biological and cultural resources studies and regulatory permits in support of proposed residential development on approximately 35-acres in Valley Springs, Calaveras County. Provided QA/QC review of biological resources assessment; California red-legged frog habitat assessment; USACE, USFWS, USEPA, NMFS, and CDWF pre-application packet; USACE Section 404 Individual Permit; aquatic resources delineation report; Section 106 Cultural Resource Assessment; and USFWS Section 7 Biological Assessment. Work performed for LGI Homes.

EDUCATION

Bachelor of Science,
Environmental Biology and
Management minor,
Medical/ Veterinary
Entomology, University of
California, Davis, 2007

CERTIFICATIONS

USFWS Section 10(a)(1)(A)
Recovery Permit for Large
Listed Vernal Pool
Branchiopods and
California Red-legged
Frog, No. TE-32290D

Qualified SWPPP
Practitioner, No. 26879

Certified Erosion,
Sediment, and Stormwater
Inspector, No. 00005089

Basic Wetland Delineation
Certificate, Wetland
Training Institute

MICHAEL SCAFFIDI

BIOLOGIST



Mr. Scaffidi is a biologist with 14 years of experience conducting nesting bird surveys, special-status species surveys, and habitat assessments for a variety of special-status plants, invertebrates, amphibians, reptiles, birds, and mammals. He is a U.S. Fish and Wildlife Service (USFWS) 10(a)(1)(A) permit holder for California red-legged frog and vernal pool branchiopods. His background includes preparation of Incidental Take Permit applications and Section 7 Biological Evaluations, conducting pre-construction nesting bird and special-status species surveys, conducting wetlands assessments, preparing reports for regulatory and resource agencies, and conducting regulatory environmental compliance.

Tracy Hills Phase 2 Biological Permitting (2022 - Present). Senior Biologist for a 525-acre residential and associated infrastructure development project in the City of Tracy, San Joaquin County. Conducting burrowing owl surveys, nesting bird surveys, raptor nest monitoring, burrow excavations, and biological monitoring in habitats for burrowing owl, California tiger salamander, San Joaquin kit fox, California red-legged frog, and western spadefoot toad. Work performed for Integral Communities.

Antonio Mountain Ranch Preserve (2022 - Present). Senior Biologist for an 800-acre preserve in Placer County. Performed branchiopod dipnet surveys and installed data loggers in listed vernal pool fairy shrimp habitat. Work performed for AKT Development Corporation.

Natomas Fountains Apartments Pre-construction Surveys (2022). Senior Biologist performing habitat assessments for nesting birds and special-status species including burrowing owl and giant garter snake. Work performed for Hines Construction with the County of Sacramento as the lead agency.

San Pablo Reservoir Monterey Pines Biological Surveys, Monitoring and Reporting (2022 - 2023). Senior Biologist for a project to remove dead non-native Monterey pine trees throughout the San Pablo Reservoir area in the City of Orinda, Contra Costa County to address wildfire risk in the urban wildland interface and improve habitat conditions. Work is being conducted under the East Bay Municipal Utility District's (EBMUD) Habitat Conservation Plan. Performed routine bat surveys and bald eagle/golden eagle surveys. Conducted bald eagle nest monitoring. Work performed for EBMUD, as a subconsultant to Tree Service Unlimited.

PG&E Wildfire Safety Inspection Program – North Valley (2018 - 2020). Senior Biologist and Lead Environmental Inspector for dozens of transmission lines in Butte, Plumas, Placer, Sacramento, Solano, and Yolo Counties. Performed nesting bird, special-status species surveys, biological monitoring, and environmental inspection. Performed surveying and biological monitoring in California red-legged frog (Placer County) and California tiger salamander habitat (Solano County). Performed osprey nest monitoring and other raptor nest surveys around Lake Oroville. Provided tasks and schedules for environmental inspectors. Work performed for PG&E.

PG&E Fulton-Fitch Mountain 60kV Reconductoring Project (2019 - 2020). Senior Biologist and Lead Environmental Inspector for the reconductoring of 1.8 miles of 60kV transmission in the town of Larkfield-Wikiup in Sonoma County. Provided oversight and implemented CPUC mitigation measures during construction. Scheduled biologists, cultural resource specialists, and paleontologists whenever necessary. Coordination with construction staff and Qualified SWPPP Inspectors (QSPs) to ensure SWPPP Compliance. Performed weekly nesting bird surveys, nest monitoring, surveying and biological monitoring in California red-legged frog and California tiger salamander habitat. Work performed for PG&E.

PG&E System Hardening Project (2020). Senior Biologist and Lead Environmental Inspector for Environmental Release to Construction Trainings, nesting bird and special-status species surveys. Performed raptor nest monitoring. Performed surveying and biological monitoring in California tiger salamander habitat. Work performed for PG&E.

Byron Airport Habitat Management Lands (2021). Biologist performing surveys for burrowing owl, San Joaquin kit fox (SJKF), and California tiger salamander (CTS) for sections of 814 acres of conservation easement surrounding Byron Airport in Contra Costa County as part of the Airport's Habitat Management Land Management Plan. Conducted data collection for detected burrowing owl and SJKF signs. Performed dip netting in CTS habitat. Work performed for Contra Costa County Airports.

PG&E Gas Transmission Digs Program (2021). Senior Biologist and Lead Environmental Inspector for environmental compliance support for gas transmission digs repair gas leaks, third party dig-ins, or O&M activities throughout California. Conducted wetlands assessments and reports, nesting bird and special-status species surveys, and biological monitoring for these various activities. Work performed for PG&E.

AT&T Airline Highway Telecommunications (2021 - Present). Senior Biologist and Lead Environmental Inspector for special-status species surveys, wetlands assessment, vernal pool dry sampling, and reporting for project located Paicines, San Benito County. Project located in California red-legged frog Critical Habitat, as well as the habitats of California tiger salamander, San Joaquin kit fox, California condor, and large listed vernal pool branchiopods. Wrote the Biological Evaluation (BE). Performed branchiopod dipnet surveys, biological monitoring for vernal pool branchiopods and California tiger salamander. Provided Worker's Environmental Awareness Program training for construction crews. Work performed for AT&T.

PG&E Santa Clara Unit (SCU) Lightning Complex Wildfire Emergency Response Best Management Practices (BMP) Support (2021) Qualified SWPPP Practitioner for development of BMP design and provided direction for BMP implementation following the wildfire Emergency Response for the SCU Fire Complex. Coordinated with landowners and assisted construction crews with the implementation of BMPs. Provided a report of many impacted sites before and after BMP installation. Work performed for PG&E.

San Mateo-Santa Cruz Unit (CZU) Lightning Complex Wildfire Emergency Response BMP Support (2021 - Present). Qualified SWPPP Practitioner performing BMP inspection and maintenance including pre-storm, during storm, post storm assessments, and dry weather weekly assessments and maintenance of the BMP installations and site restoration applications in Santa Cruz County. Documented these applications into Wildnote, Avenza, and Survey 123 software platforms. Work performed for PG&E.

Stevens Creek Bridges in Monte Bello Preserve (2018 - 2019). Wildlife Biologist conducting biological monitoring during the construction of two bridges in the Monte Bello Preserve in La Honda, San Mateo County. Responsible for creating the Worker's Environmental Awareness Program (WEAP) training and presented the training to crew members. Biological monitoring was conducted for California red-legged frog and California giant salamander discovered nearby work activities. Supervised the installation of wildlife exclusion fencing and developed a special-status species avoidance plan with crew personnel. Work performed for MidPen Regional Open Space District.

McCormack-Williamson Tract Emergency Levee Repair (2019). Wildlife Biologist conducting Swainson's hawk surveys, vegetation mapping, and elderberry surveys in within 1,489 acres of McCormack-Williamson-Tract Island in Sacramento County. Developed Worker's Environmental Awareness Program (WEAP) training brochure and

provided biological monitoring. Responsible for identifying, flagging, and fencing elderberry shrubs during vegetation removal. Work performed for the California Department of Water Resources (DWR).

Upper American River Project Fish Rescues (2018). Biologist conducting electrofishing and relocation for fish rescue efforts downstream of the Slab Creek Dam and adjacent to a powerhouse at the Union Valley Reservoir. Handled fish placing them in iced and aerated coolers. Measurements and species identification were recorded on data sheets. Work performed for Sacramento Municipal Utility District.

Upper American River Project Amphibian Monitoring Surveys (2018 - 2019). Wildlife Biologist conducting visual encounter surveys for foothill yellow-legged frog and western pond turtle in several of Sacramento Municipal Utility District's (SMUD) remote and rugged hydroelectric Project-affected stream reaches in El Dorado County. Agency-required surveys were conducted to document amphibian and aquatic reptile presence and distribution over the term of the new Project license, and to identify foothill yellow-legged frog breeding and larval periods in these streams by periodically surveying reaches of known and potential frog presence. Work performed for Sacramento Municipal Utility District (SMUD).

Central Valley Habitat Exchange Species Quantification Tools (2018). Wildlife Biologist conducting field habitat assessments and post-field analysis of potential benefits of changing management actions, using a quantification tool for giant garter snake habitat. The tool is designed as an accessible and scientifically based method to quantify differences in habitat quality for the threatened species. Utilized the habitat quantification tool for pilot sites throughout the Central Valley and write memos recommending changes in management actions that would yield the greatest increase habitat credit for each species. Work performed for the Environmental Defense Fund.

Bacon Island Levee Maintenance Environmental Compliance (2018 - 2019). Wildlife Biologist conducting nesting bird and special-status species surveys, including Swainson's hawk, for this levee maintenance project in San Joaquin County. Provided the locations of active raptor nests including Swainson's hawk for and reported on species presence and applicable avoidance and minimization measures. Work performed for the California Department of Water Resources (DWR).

Almaden Valley Pipeline (2019). Wildlife Biologist performing nesting bird and special-status species surveys, and biological monitoring for the upgrading of pipeline vaults of over eight miles of an existing water pipeline in the City of San Jose. Prepared survey reports, photo documentation, and biological monitoring reports. Work performed for Santa Clara Valley Water District (SCVWD).

Missouri Flat-Gold Hill 115 kV Powerline Reconductoring (2016 - 2018). Environmental Compliance Manager, Senior Biologist, and Lead Environmental Inspector for this two-year construction project to upgrade 26 miles of poles and conductor in Sacramento and El Dorado Counties. Responsibilities included conducting or arranging all pre-construction nesting bird and special-status species surveys, including Swainson's hawk and burrowing owl; preparing associated reports for regulatory and resource agencies; creating the Worker Environmental Awareness Program (WEAP) trainings; providing formal and tailboard WEAP for all crews working on the project; participating in weekly construction meetings and representing all environmental interests; scheduling Environmental Inspectors and biologists; conducting or arranging all necessary construction monitoring; interfacing and problem-solving with construction crews to avoid impacts to environmental resources; and otherwise ensuring compliance with the project's permit terms and conditions. Work performed for PG&E.

South Bay Substation Relocation (2015). Environmental Inspector and Biologist performing environmental inspections and documentation for the 12-acre Bay Boulevard Substation located in Chula Vista. Documented construction activities, environmental and biological mitigation, archaeological and paleontological mitigation, storm water mitigation, hazardous materials mitigation, and waste management mitigation. Conducted nesting bird surveys and nest monitoring for active nests during the nesting season. Work performed for San Diego Gas & Electric Company.

East County Substation (2013 - 2014). Environmental Inspector and Biologist performing environmental inspection and documentation for the 14-mile long East County Substation project located in Jacumba and Boulevard in San Diego County. Monitored the construction of a 90-acre substation, a 10-acre substation, two underground

transmission lines totaling over 14 linear miles, and 7 linear miles of overhead transmission lines. Documented construction activities, environmental and biological mitigation, archaeological and paleontological mitigation, storm water mitigation, hazardous materials mitigation, and waste management mitigation. Conducted nesting bird surveys and nest monitoring during bird nesting season. Provided oversight of the restoration phase of the project. Work performed for San Diego Gas & Electric Company.

Desert Sunrise Solar Farm Project (2012 - 2013) Bureau of Land Management (BLM) Authorized Officer and Compliance Monitor to perform compliance monitoring and documentation of the 4,410 acre solar farm located in Desert Center in Riverside County on behalf of BLM. Consulted with construction crew representatives as well as the biological, cultural, paleontological, air quality, and tribal monitors to report compliance of project mitigation measures. Evaluated daily activities of crews as they pertained to the project guidelines and mitigation measures and submitted weekly compliance reports to BLM. Work performed for BLM.

Southern California Gas Company North-South Interconnect (2012). Environmental Inspector and Biologist to perform environmental inspection and documentation of construction activities along a 75 mile natural gas pipeline located in San Bernardino County around special-status species habitat including desert tortoise, Mojave fringe-toed lizard, and nesting birds. Conducted surveys for desert tortoise and tortoise sign. Assisted construction crews to remain in compliance with the project's mitigation measures. Work performed for Southern California Gas Company.

San Diego Gas & Electric Sunrise Powerlink (2010 - 2011). Lead Biological Monitor for biological monitoring and documentation during construction activities at the underground transmission component of the project located in San Diego County. Conducted nesting bird surveys, raptor nest monitoring, habitat assessments, and assisted the crews to remain in compliance with the project's mitigation measures. Provided daily assignments to biological monitors. Work performed for San Diego Gas & Electric.

San Diego Gas & Electric Wood-to-Steel Pole Replacement (2009 - 2010). Lead Biological Monitor performing biological monitoring and documentation of construction activities around environmentally sensitive areas throughout many projects in San Diego County. Conducted periodical habitat evaluation, nesting bird surveys and special-status species surveys. Conducted environmental trainings for all project personnel and responsible for writing post-construction reports. Work performed for San Diego Gas & Electric.

Freeport Regional Water Authority Pipeline (2008). Wildlife Biologist and Biological Monitor performing biological monitoring and documentation of the 18-mile pipeline stretching from the Sacramento River to the South Folsom Canal in Sacramento County. Conducted compliance monitoring; special-status species surveys, including burrowing owl; best management practices inspection; and restoration inspection. Documented daily inspections onto environmental compliance forms submitted to the project manager and periodically submitted evaluations of the Storm Water Pollution Prevention Plan (SWPPP). Work performed for Freeport Regional Water Authority.

Interstate 80 High Occupancy Vehicle Lane (2008). Wildlife Biologist and Biological Monitor conducting biological monitoring and documentation for the construction of the Interstate 80 High Occupancy Vehicle (HOV) Lane Project between Ledgewood Creek and Green Valley Creek in Fairfield, Solano County. Conducted daily surveys for western pond turtle and California red-legged frog and documented daily inspections onto environmental compliance forms submitted to the project manager. Provided environmental awareness training for construction personnel prior to construction activities. Work performed for Caltrans.

U.S. Army Corps of Engineers (USACE) Emergency Levee Repair (2008). Wildlife Biologist characterizing the biological diversity of 16 eroded levee sites along the Sacramento, American, and Feather Rivers, and Steamboat and Cache Sloughs throughout Solano, Sutter, Sacramento, Yolo, and Glenn Counties. Conducted field surveys for the plants, wildlife, and the host plant for the valley elderberry longhorn beetle on each site. Used a GPS device, tagged trees on the sites, and documented the presence of special-status species. Conducted a site characterization report and submitted to the USACE. Work performed for USACE.

EDUCATION

Bachelor of Science, Rangeland Resource Science with Emphasis in Wildland Soils, Humboldt State University, 2016

CERTIFICATIONS

CDFW Plant Voucher Collecting Permit No. 2081(a)-21-087-V

Wetland Delineator Training Program, Richard Chinn Environmental Training

CERTIFICATIONS

Society of Wetland Scientist

Soil Science Society of America

CNPS North Coast Chapter

GREG DAVIS
BIOLOGIST



Mr. Davis is a Biologist with seven years of professional experience with a focus on watershed management, wetland delineations, and botanical surveying throughout California. He has played an integral role in several phases of grant-funded salmonid habitat restoration and water quality improvement projects including planning, field assessment, design, implementation, and monitoring. In addition to watershed restoration, Mr. Davis has worked closely on projects involving aquatic resource delineations, botanical surveys and monitoring, construction oversight, and preparation of environmental permit applications. He is also experienced in conducting special-status plant surveys, pre-construction surveys for threatened and endangered species, topographic surveys, post-fire risk assessments, and subsurface soil sampling.

Amador County Airport (Westover Field) Biological Resources Evaluation Update (2021). Biologist conducting a biological resources assessment and focused botanical survey for the proposed perimeter fence installation and upgrades. Work performed included conducting a biological constraint analysis of the site and preparing a biological assessment report of the site. Work performed for C&S Companies.

Carson Creek Unit 2 Mixed-use Development (2021 - 2022). Biologist for pre-construction special-status plant surveys for the development of a residential neighborhood in El Dorado County. Target species of the survey included Ahart’s dwarf rush, Boggs Lake hedge-hyssop, brassy bryum, dwarf downingia, legenera, pincushion navarretia, Sanford’s arrowhead, and Tuolumne button-celery. Work performed for Lennar Communities.

Vineyard South Quarry Expansion (2021). Biologist conducting special-status plant surveys prior to construction activities associated with the Vineyard South Quarry Expansion Project in Sacramento County. Surveys were conducted as a component of a South Sacramento Habitat Conservation Plan (SSHCP) application. Work performed for Granite Construction Company.

Twilight Ride Parking Area at Hidden Falls Regional Park (2021 - 2022). Biologist for proposed parking area at Hidden Falls Regional Park. Conducted a biological resources assessment, aquatic resources delineation, and focused botanica survey. Work performed included conducting a biological constraint analysis of the site and preparing a biological assessment report, aquatic resources delineation report, and California red-legged frog habitat assessment report. Work performed for County of Placer.

Old Depot Bike Park (2021 - 2022). Lead biologist conducting pre-construction rare plant surveys for the development of a bike park in El Dorado County. Target species of the survey included Brandegees clarkia, chaparral sedge, Humboldt lily, oval-leaved viburnum, Red Hills soaproot, and Sierra clarkia. Work performed for the County of El Dorado.

Watt Avenue Apartments (2021). Biologist for development of an apartment complex in Sacramento County. Conducted pre-construction special-status plant surveys. Biological constraints were found to be present for Sanford's arrowhead, a 1B.2 ranked rare plant. Work performed for New Green Properties with Sacramento County serving as the lead agency.

Arista Del Sol Project (2021). Lead biologist conducting pre-construction nesting bird surveys and construction monitoring for the Arista Del Sol Project in Sacramento County. Also provided environmental worker awareness trainings to construction crews, monitored construction activities, and set buffers for nesting birds including American avocet, western kingbird, and killdeer. Documented status and condition of nests and submitted daily monitoring reports. Work performed for Woodside Homes.

Gateway Station West Mitigation Compliance (2021 - 2022). Biologist conducting biannual monitoring for the Gateway Station Open Space Preserve in Alameda County. Monitoring tasks were conducted to comply with the requirements stipulated by the Open Space Management Plan and Water Quality Certification for the Preserve. Tasks included qualitative assessment of the general condition of the Preserve, monitoring of vegetation recovery, and assessment of noxious weeds. Work was conducted for Lennar Homes.

Rancho Del Oro Estates (2021). Biologist conducting pre-construction surveys for a proposed housing development within a 121-acre property in western Placer County. Tasks included surveys for burrowing owl, western spadefoot, western pond turtle, and special-status plant species. Work performed for Tsakopoulos Investments.

Mountain Elk Villas Aquatic Resources Delineation (2021 - 2022). Biologist conducting an aquatic resource delineation for a 14.02-acre property in Sacramento County. Tasks included plant identification, soil characterization, and mapping seasonal wetland boundaries. Work performed for CRP Affordable Housing and Community Development.

Aspen Drive Bridge (2021). Biologist responsible for conducting pre-construction botanical surveys in advance of a bridge installation project in the unincorporated community of Penryn. Work performed for a private landowner with Placer County as the lead agency.

Forebay Park Improvements Master Plan and CEQA Support (2022). Biologist for the for the proposed expansion of facilities at Forebay Park in El Dorado County. Conducted a biological constraint analysis of the site and prepared a biological assessment report. Work performed for the County of El Dorado.

Tracy Hills Project (2021 - 2022). Biologist assisting in burrow excavation for an approximately 525-acre project area in the City of Tracy. Burrow excavation activities were conducted as a mitigation measure to avoid impacts to burrowing species prior to site development for California tiger salamander and California red-legged frog. Monitoring of burrowing owls adjacent to site footprint was also conducted. Work performed for Integral Communities.

Kerley Bio and Wetland Constraints, Vegetation Mapping, and Surveys (2021). Biologist conducting planning level surveys in Gilroy, Santa Clara County for an approximately 193-acre site where habitat for several special-status species were identified, including terrestrial and aquatic habit for Monterey hitch, south-central coast California steelhead DPS, California tiger salamander, California red-legged frog, western spadefoot, western pond turtle, burrowing owl, white-tailed kite, least Bell's vireo, tricolored blackbird, western red bat, hoary bat, and other nesting migratory bird species. Work performed for Integral Communities.

The Ranch Permitting Services (Jaeger 530) (2022). Biologist conducting focused burrowing owl and nesting bird surveys, as well as construction monitoring, for the ±530-acre Ranch Project located in the City of Rancho Cordova, Sacramento County. Work performed for K. Hovnanian Homes.

Anatolia Preserve 2022 Monitoring (2022). Biologist conducting annual monitoring of an approximately 485-acre preserve in the City of Rancho Cordova, Sacramento County. Annual monitoring activities included floristic monitoring, special-status plant surveys for Sacramento Orcutt grass, residual dry matter sampling, mash and vernal pool water sampling, as well and bi-monthly general inspections. Work performed for The SunRidge Conservancy who is also the project owner.

Ellis Avenues Residential San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Support (2022). Biologist conducting pre-construction surveys for burrowing owl for a residential development project in the City of Tracy, San Joaquin County. Surveys were conducted in accordance with the San Joaquin Multi Species Conservation Plan. Work conducted for Woodside Homes.

Sacramento 53 Commercial Development Aquatic Resources Delineation (2022). Biologist conducting an aquatic resources assessment and biological constraints analysis for an approximately 53-acre site within the South Sacramento Habitat Conservation Plan area. Biological constraints within the site included vernal pools, seasonal wetlands, giant garter snake, Swainson's hawk, northern harrier, and monarch butterfly. Work performed for River West Investments.

Greenhaus Yolo HCP Application (2022). Biologist conducting planning-level and pre-construction surveys for Swainson's hawk and western burrowing owl in Davis, Yolo County. Surveys were conducted in accordance with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan. Work conducted for Fulcrum Properties.

Manzana Creek Restoration Pilot Project NEPA Categorical Exclusion (2022). Biologist conducting planning-level surveys for special-status wildlife species, as well as special-status plant surveys, for the storm-proofing of two road alignments within the Los Padres National Forest in Santa Barbara County. Biological resources in proximity to the project include habitat for California condor and California red-legged frog. Work performed for South Coast Habitat Restoration.

Poe Mountain Advanced Energy Biological and Cultural Assessments (2022). Biologist conducting special-status plant surveys, as well as planning-level surveys for special-status wildlife species and sensitive habitats including aquatic resources for a proposed water pipeline project in Lakeport, California. Work performed for Trane Technologies.

Duckhorn Drive Apartments Pre-construction Surveys (2022). Biologist conducting pre-construction surveys for several special-status plant and wildlife species covered under the Natomas Basin Habitat Conservation Plan including giant garter snake, valley elderberry longhorn beetle, burrowing owl, tricolored blackbird, Swainson's hawk, and white-faced ibis. Work performed for CSI Construction.

EDUCATION

Certificate of Achievement, Field Ecology, Sacramento City College

CERTIFICATIONS

40-Hour HAZPOWER

PROFESSIONAL AFFILIATIONS

California Native Plant Society

The Wildlife Society

BRANDT MULLER

BIOLOGIST



Mr. Muller is skilled wildlife biologist and environmental inspector with over eight years of experience specializing in special-status species surveys. He is highly skilled in habitat assessments, implementing mitigation and monitoring programs, biological monitoring, and maintaining compliance with state and federal permits and reporting. He has extensive experience conducting protocol surveys and biological monitoring for amphibians, reptiles, nesting birds as well as rare and endangered plants. He has extensive experience in species-specific surveys for California tiger salamander (CTS), California red-legged frog (CRLF), and western pond turtle (WPT); tree and ground-nesting avian species; and rare and invasive plant species. He has extensive experience with small mammal burrow excavation for detecting CTS and other fossorial special-status species. Mr. Muller is experienced with a variety of utility projects including utility pole and tower replacement and maintenance work and gas pipeline inspection and maintenance excavation work.

Napa County Vegetation Management (2022). Biologist monitoring crews conducting vegetation management and removal work at various locations northeast of Napa, Napa County, along PG&E lines near creek with established population of foothill yellow-legged frog. Work included conducting nesting bird surveys and preparing and submitting daily monitoring reports. Work performed for Surf 2 Snow with PG&E as the project owner.

Airline Highway CCL00284 Urgent Telecommunications Project (2022). Biologist for worker environmental awareness program trainings, site inspections, and biological monitoring of work activities in area of recently erected telecommunications tower located near Pinnacles National Park, San Benito County, in known habitat of California tiger salamander (CTS). Monitored crews installing power supply infrastructure, trenching for exclusion fencing, fence installation, supervised and participated in small mammal burrow excavation work with one adult male CTS discovered and successfully relocated. Prepare daily monitoring reports. Work performed for Surf 2 Snow with AT&T as the project owner.

Gas Transmission Digs Environmental Services (2021 - 2022). Biologist conducting worker environmental awareness program trainings. Conducted biological monitoring and site inspections during excavation and inspections of gas pipelines near Redding, Stockton, and Petaluma. Prepared and submitted daily monitoring reports. Conducted pre-construction site walks and inspections ahead of scheduled pipe excavations for maintenance and inspection projects in Napa, Solano, and Yolo Counties. Work performed for Surf 2 Snow as a subconsultant to Stantec for PG&E.

Caltrans Hwy 101 Willits Bypass Wetlands Mitigation (2021 - 2022). Biologist for a variety of botanical surveys for rare plants including Baker's meadowfoam, monitoring and vegetation mapping within California's largest single mitigation parcel of 2,087 acres located in Mendocino County. Assisted with percent coverage surveys within quadrats along both established and randomized transects in a wide variety of habitat types; submeter GPS mapping of rare and endangered plant species as well as invasive species; provided reports to inform vegetation management crews and

localized grazing efforts to slow and/or stop spread of invasive weeds and non-native plant species. Work performed as a subconsultant to ICF with Caltrans as the project owner.

LNU (Sonoma-Lake-Napa Unit) Lightning Complex Wildfire Response Biological Support (2020 - 2021). Biologist for nesting bird surveys in recently burned areas in advance of tree removal operations within Sonoma, Napa, and Solano counties. Coordinated with PG&E and contracted tree services company to ensure that areas of scheduled tree removal work have no active nest sites. Any active nests located were flagged and reported to concerned parties to delay tree cutting in area until such time that nest is documented as vacated. Work performed for Surf 2 Snow as a subconsultant to Stantec with PG&E as the project owner.

CZU Lightning Complex Wildfire Emergency Response BMP Support (2020 - 2021). Biologist for environmental inspections along PG&E access roads and adjacent to electrical lines to ensure adequate Best Management Practices implementation to mitigate fire related soil erosion problems in San Mateo and Santa Cruz counties. Work performed for Surf 2 Snow with PG&E as the project owner.

PG&E Facility and Residential Construction SWPPP Inspection Services (2020 - 2022). Storm water site inspections conducted at various housing developments, corporation yards, construction sites and other facilities in San Benito, Santa Cruz, Contra Costa, Sonoma, and Sacramento counties to ensure compliance with site SWPPP. Submitted daily inspection reports. Work performed for Surf 2 Snow for PG&E.

Seawater Intake Support Structure Repair Biological Monitoring (2020). Project Biological Monitor for a complex project to replace and repair the seawater intake support structure on Pacific Ocean at northern edge of Monterey Bay in Santa Cruz County. Maintained continued watch of surrounding area for disturbance to marine mammals and other wildlife during underwater diving, welding, and construction work. Prepared and submitted daily monitoring reports. Work performed for Surf 2 Snow with UCSC Long Marine Lab as the project owner.

WSIP and Short Cycle Projects (2019 - 2022). Biologist for environmental inspections and nesting bird surveys for power transmission structures scheduled for servicing or replacement, as well as post-construction site inspections at sites in Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Glenn, Lake, Madera, Marin, Mendocino, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Solano, Sonoma, Sutter, Tuolumne, Yolo, and Yuba counties. Frequent worker environmental awareness program training and on-site biological monitoring at structures during service and/or replacement activities in sensitive habitat areas calling for presence of biologist. Inspections and monitoring work often within critical habitat for rare and threatened plant and animal species. Submitted some 200+ daily Environmental Inspection and biological monitoring reports. Work performed for Surf 2 Snow as a subconsultant to Stantec with PG&E as the project owner.

Concord Naval Weapons Station Mitigation Project Monitoring (2018 - 2019). Biologist and on-site monitor during the excavation and removal of contaminated soil from former military dumping area in Contra Costa County. Area is known habitat for California tiger salamanders. Submitted daily monitoring reports. Work performed for Noreas.

Former Camp Beale Munitions Response Project (2018 - 2019). Biologist for botanical survey and habitat assessment at site of WWII-era training and weapons testing property located in Yuba and Nevada counties. Biological monitor accompanying UXO and EOD technicians along pre-established routes during their digging and removal of magnetically detected target sites of potential munitions fragments. Area is known habitat for California red-legged frog. Prepared and submitted daily monitoring reports. Work performed for Noreas.

Concord Naval Weapons Station Soil Sampling Project Monitoring. (2018). Biologist and on-site monitor during the drilling and extraction of soil samples from various depths as part of an effort to determine extent of soil contamination resulting from use and disposal of various chemicals at former military dumping area in Contra Costa County. Area is known habitat for California tiger salamanders. Prepared and submitted daily monitoring reports. Work performed for Noreas.

Blunt-Nosed Leopard Lizard Surveys (2018). Biologist conducting pedestrian surveys for blunt-nosed leopard lizard on private ranchland in hills of the coast range, southwest of Los Banos, Merced County. Work performed for The Wildlife Project.

Western Area Power Authority Power Line Construction (2018). Biologist for pre-construction surveys of sites in San Joaquin, Stanislaus, and Merced counties scheduled for installation of power line towers. Species of concern included California tiger salamander, California red-legged frog, American badger, kangaroo rat, blunt-nosed leopard lizard, and various birds such as golden eagle, great horned owl, burrowing owl, Swainson's hawk, and northern harrier. Work performed as a subconsultant to Aspen Environmental Group with Western Area Power Authority as the project owner.

Plumas National Forest Northern Goshawk Nesting Study (2017). Biologist conducting surveys for northern goshawk within Plumas National Forest, Plumas and Sierra counties. Utilized GPS units to navigate cross-country through several thousand acres of forest lands, following previously established transects. Conducted call-back broadcasts using a variety of different goshawk calls, in order to elicit replies. Establishment of presence at various locations along these transects was verified visually and site locations were mapped. Prepared and submitted daily reports. Work performed as a subconsultant to Pivot Environmental with US Department of Agriculture as the project owner.

San Joaquin Kit Fox Surveys (2016). Biologist participating in nighttime spotlight surveys to locate San Joaquin kit fox on state lands adjacent to Corral Hollow Road in Tracy, San Joaquin County. Work performed as a subconsultant to TWP.

California Tiger Salamander Genetic Material Collection (2015 - 2016). Biologist collecting genetic material from larval California tiger salamander for UC Berkeley-led genetic database project. Procedure involved dip-netting of larval salamanders from several active breeding ponds within Alameda and Contra Costa counties. Small pieces were snipped from their tails, collected in small vials, labeled with date, location, and collector information prior to delivery to university researchers. Work performed as a subconsultant to TWP.

Travis Air Force Base California Tiger Salamander Monitoring and Burrow Excavation. (2015 - 2017). Biologist for pre-construction upland habitat surveys and burrow excavations in Solano County in search of California tiger salamander. Acted as biological monitor during construction. Submitted daily reports. Work performed as a subconsultant to TWP.

Los Vaqueros Reservoir and Watershed Amphibian Surveys (2015 - 2017). Biologist surveying for common and special-status amphibians within ponds and creeks of Los Vaqueros watershed Contra Costa County. Surveys included dip-netting population surveys of larval California tiger salamander and California red-legged frog, and visual surveys for egg masses of these species as well as California toad and Pacific treefrog. Work performed as a subconsultant to TWP.

Los Vaqueros Reservoir and Watershed Stock Pond Restoration (2015 - 2017). Biological Monitor for pond restoration project during vegetation and silt removal located in Contra Costa County. Ponds were typically drained, let to dry slightly, then dug out and deepened using crawler excavators or long reach excavators, to increase wildlife habitat. Residents of area ponds include California tiger salamander, California red-legged frog, and western pond turtle. Work performed as a subconsultant to TWP.

Oak Knoll Naval Hospital Property Alameda Whipsnake Survey (2015). Biologist for installation and maintenance of a series of drift fence arrays deployed at various sites around property of former Oak Knoll Naval Hospital located in Alameda County. Fences were used in conjunction with funnel traps as part of an effort to establish presence of the threatened Alameda whipsnake on property ahead of scheduled development of area. Conducted daily inspections of traps. Work performed as a subconsultant to TWP.

Foothill Yellow-Legged Frog Surveys (2015). Biologist surveying and monitoring population of Foothill yellow-legged frog along Swartz Creek, northwest of Pope Valley in Napa County. Work performed for Cleary Reserve.

Mt. View Sanitary District Salt Mouse Harvest Mouse Monitoring (2014 - 2019). Biological Monitor during vegetation management activities, including mowing and weed removal along access roadway near McNabney Marsh, in habitat for salt marsh harvest mouse located in Contra Costa County. Work performed as a subconsultant to TWP with Mt. View Sanitary District as the project owner.

Mt. View Sanitary District McNabney Marsh Nesting Bird Surveys (2014 - 2019). Biologist conducted biweekly surveys for nesting birds in and around McNabney Marsh located in Contra Costa County. Maintained records of nest successes and failures, as well as any noted fluctuations in water level, and what effect it may have had upon birds nesting on shallow islands in marsh, which may become inundated by rising waters. Work performed as a subconsultant to TWP with Mt. View Sanitary District as the project owner.

Mt. View Sanitary District Moorhen Marsh Restoration Project (2014 - 2019). Biological Monitor during construction phase of large-scale remodeling of Moorhen Marsh pond system located in Contra Costa County. Prepared and submitted daily monitoring reports. Implemented numerous additional habitat enhancement and restoration projects in and around Moorhen Marsh. Constructed and installed nesting bird boxes for various species, as well as a much taller structure with an osprey nesting platform. Area has thriving population of western pond turtles and North American river otters, as well as numerous bird species. Work performed as a subconsultant to TWP with Mt. View Sanitary District as the project owner.

Mt. View Sanitary District Moorhen Marsh Nesting Western Pond Turtle Predation-Reduction Project (2014 - 2019). Biologist for predation-reduction project to protect western pond turtle nests from frequent predators such as foxes, racoons, and skunks. Project included locating female turtles while digging nests and laying eggs. After nest has been completed and eggs covered by mother, turtle is captured, weighed, measured, marked, and released to return to water. Nest site is secured with wire cage to prevent digging or access to nest site by predators while allowing space for young turtles to safely escape upon future hatching of eggs. Work performed as a subconsultant to TWP with Mt. View Sanitary District as the project owner.

EDUCATION

Bachelor of Science,
Geology, California State
University, Northridge, 2001

Bachelor of Science,
Economics, Florida State
University, 1992

JOHN DEMARTINO

SENIOR GIS SPECIALIST



Mr. DeMartino is a GIS professional with 25 years of experience and an extensive background in applying GIS applications and workflows in support of biological, cultural, conservation, transportation, public works, municipal/environmental planning, water, and engineering projects, with an emphasis on California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation, environmental permitting, and monitoring. He is proficient in the latest GIS software and technologies, including ArcGIS Desktop, ArcGIS Server, ArcGIS Online,

ArcGIS Collector, Trimble TerraSync and Trimble Pathfinder Office GPS software, ERDAS Imagine and ERDAS StereoAnalyst, SketchUp, and several ArcGIS extensions, including Data Reviewer, Spatial Analyst, 3D Analyst, and Survey123 for ArcGIS. Mr. DeMartino has senior-level expertise both performing and supervising key GIS practices, including GIS data development, GPS data collection, CAD data integration, impact and overlay analysis, spatial modeling, mapping, and QA/QC of final deliverables.

Placer County Fuel Load Management Project (2020 - 2021). Senior GIS Specialist responsible for developing a mobile rapid fuel-load assessment survey for use by the Placer County Parks and Grounds Division on over 300 County-owned or maintained parcels. Developed a database utilizing ESRI's Survey123 for use by the County in tracking maintenance and assessments. Developed a customized Report to automate extraction of the data and helped train County staff on its use. Work performed for Placer County.

Tempest Court Fuel Load Reduction Nesting Bird & Raptor Survey (2021). Senior GIS Specialist for mapping in support of a nesting bird and raptor survey for a small fuel load reduction project within two dense oak groves on approximately two acres each in the Stanford Ranch area north of Tempest Court and Clearview Court in the City of Rocklin, Placer County. Assisted field staff in the collection of GPS data through the use of ESRI's data collection applications. Produced project report graphics based on the collected data. Work performed for the City of Rocklin.

Laguna Creek Trail and Bruceville Road Sidewalk Improvements (2019 - 2022). Senior GIS Specialist responsible for preparing mapping and analysis necessary to support NES and Aquatic Resource Delineation for a 29.45 acre trail improvement project in Sacramento County. Tasks included data creation, impact analysis, and cartography. Work performed for Mark Thomas & Company, with the City of Elk Grove Public Works Department as lead agency.

Creskide Village Permitting Update (2019). Senior GIS Specialist responsible for preparing mapping and analysis necessary to support Biological Resources Assessment and Aquatic Resources Delineation for a 240-acre commercial development site in Placer County. Tasks included data creation, impact analysis, and cartography. Work performed for Winn Ridge Investments, LLC.

Duluth Road Warehouse (2019). Senior GIS Specialist responsible for preparing mapping and analysis necessary to support BRA and Aquatic Resource delineation for a 7.5-acre commercial development site in Placer county. Tasks included data creation, impact analysis, and cartography. Work performed for L&S Framing.

City of Lincoln Open Space Consulting (2019). (2015 - 2023) Senior GIS Specialist responsible for managing and updating all spatial data for the City of Lincoln's open space preserves. Since 2015 HELIX has conducted annual monitoring and surveying in accordance with individual Operational & Management Plans for 12 open space preserves within the City of Lincoln. Surveys include conducting general inspections and biological surveys to evaluate the overall condition of the preserves. In addition to managing all the field data and providing annual mapping products has also developed survey collection forms to aid field staff in ESRI Collector and Survey123. Work performed for the City of Lincoln.

Town of Loomis Tree Mitigation Master Plan (2020). Senior GIS Specialist responsible for GIS support to conduct a tree preservation feasibility study to identify nearly 1,350 acres that are suitable for tree preservation, potentially through conservation easements or land acquisition. Aided in these analyses by performing Image Classification to aid in mapping of land ownership, existing vegetation cover, and development. The data was used for in suitability analysis for potential land acquisition. Work performed for the Town of Loomis.

The Preserve at District56 (2019). Senior GIS Specialist responsible for GPS support for arborist survey team and development of final tree survey data and map for the approximately 30-acre District56 Nature Area in Elk Grove. This project encompasses the southern half of the City's new District 56/ Civic Center site. The Nature Area project centers around the conversion of a seasonal marsh to a 4.5-acre perennial pond with four islands. Work performed for the City of Elk Grove.

Cedar Ridge Fuels Reduction Archaeological Support (2021). Senior GIS Specialist in support of archaeological services for a post-wildfire reforestation project on approximately 2,300 acres of land administered by the Stanislaus National Forest in Tuolumne County. Provided GIS analysis and managed GPS data capture through the use of ESRI's field data collection applications. Synthesized collected data and prepared staff analysis. Responsible for the creation of all project graphics. GIS data and mapping supports archaeological field staff in relocating and flagging the perimeters of approximately 60 previously documented archaeological sites so that they can be avoided during project implementation. Worked performed for Tuolumne County.

Social and Ecological Resilience Across the Landscape Fire Management Features Cultural Resources (2021 - 2023). Senior GIS Specialist managing data and preparing report graphics in support of cultural resources surveys on 116,692 acre landscape scale forest planning and active management project. Created a custom data dictionary for use in ESRI Collector/Field Maps to assist in the collection of field data by the archaeological staff. Monitors weekly data synchronizations and manages field equipment for staff. Analyzed existing data to aid field crews in determining potentially dangerous collection conditions. Work performed for Tuolumne County.

CSU San Marcos Fire Management Plan (2021). GIS Specialist for mapping in support of a fire management plan for the CSU San Marcos campus. The plan summarizes applicable regulations and requirements, identifies fuel load management zones, and describes annual maintenance activities. Created maps of existing habitats on campus as part of the plan development. Work completed for CSU San Marcos, who is also the owner.

Antonio Mountain Ranch Preserve (2019 - 2022). Senior GIS Specialist responsible for managing and updating all spatial data in support of annual preserve monitoring for this vernal pool, riparian, Swainson's hawk, and marsh mitigation bank in Placer County. Annual monitoring tasks performed by HELIX include floristic and hydrologic monitoring of created and restored vernal pools, riparian habitat monitoring, Swainson's hawk and tricolored blackbird nesting surveys and foraging habitat assessments, and conducting rangeland assessments using Residual Dry Matter (RDM) sampling at established monitoring plots. This contract also requires preparing an annual monitoring report according to the Interim Management Plan for the site as well as regular correspondence with the Interagency Review Team responsible for oversight of the Preserve. In addition to managing all the field data and providing annual mapping products, also developed survey collection forms to aid field staff in ESRI Collector and Survey123. Work performed for AKT Development Corporation.

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and Helix Environmental Planning, Inc., a Corporation (the “Consultant”).

RECITALS

- A. County desires to engage professional assistance to provide the hereinafter set forth special services.
- B. Consultant is in the business of providing services similar to those set forth in this Agreement.
- C. County desires to engage Consultant, and Consultant desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform an work as specified in **RFQ 23-05** for Amador County Landfill (the “Work”). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant’s performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Consultant’s performance of this Agreement shall be extended by the number of days equal to the number of days of delay.
- 1.4 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.

1.5 Consultant and County acknowledge that portions of the work to be performed hereunder may be subject to payment of prevailing wages in accordance with California law. For all covered work, Consultant must comply with California prevailing wage laws (California Labor Code section 1770 et seq.), and must pay and require payment of wages according to prevailing wage rates established by the California Department of Industrial Relations. Consultant is advised to obtain current prevailing wage documents entitled "Basic Trades or Sub-Trades Rates" as determined by the Director of the California Department of Industrial Relations, available for review at: http://www.dir.ca.gov/DLSR/statistics_research.html, or mail to; Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, or call (415) 703-4780. (A copy is also available via the Internet at the Department of Transportation and Public Works office). Consultant shall indemnify, defend and hold County harmless from any loss, damage, liability or expense resulting from Consultant's failure to comply with applicable prevailing wage statutes.

1.6 Consultant and County also acknowledge that the work to be performed hereunder shall be financed in whole or in part with federal funds; therefore Federal Prevailing Wage Determination issued under the Davis-Bacon and Related Acts shall apply to this Agreement and may be applicable to the Work.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents and information applicable to any assigned project constituting the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or **October 31, 2024**, following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on **thirty (30) days** written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant, or any or its employees or subconsultants, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONSULTANT.

5.1 Consultant shall submit monthly invoices in arrears indicating for each item of the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Consultant shall be paid on a time-and-materials basis, with a cost-not-

to-exceed limit of _____ **Dollars and no _____ cents (\$0.00)**, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference. In the event the County determines that a change to the Work from that specified in **Attachment B** is required, the contract time and/or actual costs reimbursable by the County shall be adjusted by agreement amendment to accommodate the changed work.

- 5.2 If Consultant's Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of County's Project Manager. Consultant shall promptly notify County's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. County's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed amounts specified in **Attachment B**.
- 5.3 County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
- 5.4 Progress payments will be made monthly in arrears based on services provided. A pro rata portion of the Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, **Attachment A**, the County shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement. Consultant shall submit monthly a Progress Report containing a detailed statement of all services performed and all work accomplished under this Agreement since Consultant's last monthly Progress Report. Final invoices must contain the final cost and all credits due the County. The final invoice should be submitted within 30-calendar days after completion of the Consultant's work.
- 5.5 Consultant shall immediately notify the County's Project Manager in writing of any work that the County requests to be performed that Consultant believes is outside the original scope of work covered by this Agreement. If it is determined that said request is outside the scope of work, such work shall not be performed unless and until an amendment providing for adjustment in Consultant's compensation is approved and executed by both parties.
- 5.6 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.7 In the event Consultant claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Consultant shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Consultant under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subconsultant ("Subconsultant") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant shall not subcontract any portion of the Work unless pre-approved in writing by County. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subconsultants and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subconsultant and County.
- 6.5 Consultant agrees to bind every Subconsultant and every Subconsultant agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subconsultant, unless specifically noted to the contrary in a subcontract approved in writing by County. Subconsultant agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subconsultant by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subconsultant.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent consultant. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as

expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:

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

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

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

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

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

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

Broader Coverage/Higher Limits: If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader

coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

11.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Department of Waste Management, Jeff Gardner, 810 Court Street, Jackson, CA 95462. Contractor shall provide all insurance documentation to the Contract Administrator.**

11.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. OWNERSHIP OF DOCUMENTS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant’s files.

13. INDEMNIFICATION. Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County’s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant’s officers, agents, employees, independent consultants, subconsultants, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers’ compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity. Consultant’s indemnity obligations shall not be limited by the amount of insurance provided.

14. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or

files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.

15. RESPONSIBILITY FOR ERRORS. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
16. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
17. CONFLICT OF INTEREST. Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
18. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. That while performing any services pursuant to the Contract, being present on any County property, or using any County equipment, the Contractor, its employees, sub-contractors and agents:
 1. Shall not be in any way be impaired because of being under the influence of alcohol or a drug.
 2. Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
 3. Shall not sell, offer, or provide alcohol or an illegal drug to another person.

If Contractor, or any employees, sub-contractors violate any of the above provisions, the County may terminate the Contract immediately.

19. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant: Helix Environmental Planning, Inc
Attn: Patrick Britton, Regional Manager
1677 Eureka Road, Suite 100
Roseville, CA 95661

To County: Department of Waste Management
810 Court Street
Jackson, CA 95642

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

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

20. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
21. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
22. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
23. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
24. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
25. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder. The state, the State Auditor, County, Federal Aviation Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Contract for the audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- 26. PROGRESS REPORTS. Consultant shall submit monthly a report for the project containing a detailed statement of all services performed and all work accomplished under this Agreement since Consultant's last monthly report, indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.
- 27. ADDITIONAL FEDERAL REQUIREMENTS. The funding for the Work performed pursuant to this Agreement are provided, in whole or part, from federal funds. Therefore, Consultant shall also fully and adequately comply with the federal requirements included in **Attachment C**, attached hereto and incorporated by this reference and made part of this Agreement.

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

COUNTY OF AMADOR

CONSULTANT:

BY: _____
 Brian Oneto
 Chairman, Board of Supervisors

BY: _____

Federal I.D. No.: _____

APPROVED AS TO FORM:
 GREGORY GILLOTT, AMADOR COUNTY
 COUNSEL

ATTEST:
 JENNIFER BURNS, CLERK OF THE
 BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – SCOPE OF WORK

1. Includes all services specified in the County of Amador RFQ Number 23-05 and;
2. Consultant’s response to RFQ Number 23-05 dated March 16, 2023 attached herein and;
3. This Agreement

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT B – COMPENSATION

Total compensation to Consultant will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed ____ Dollars and No __ Cents (\$0.00) in accordance with Cost Proposal dated March 16, 2023 submitted by Helix Environmental Planning, Inc.– (see attached).

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by _____; and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ADDITIONAL WORK

When the County requests additional work to be performed Consultant shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

These documents are hereby made a part of and incorporated herein by reference into this contract.

**ATTACHMENT C
FEDERAL CONTRACT PROVISIONS**

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. 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 selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)(as amended).

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- (4) This certification is a material representation of fact relied upon by the County of Amador. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Amador, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PROCUREMENT OF RECOVERED MATERIALS

Consultant agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

ATTACHMENT 2
CERTIFICATION OF PROPOSER AFFIRMATIVE ACTION PROGRAM

The Proposer hereby certifies that he/she is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Name

Title

Proposer

Sign Here

Signature of Proposer

Date

Business Address

ATTACHMENT 3
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSIONS

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts, and subcontracts. Where the Proposer/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Proposal.

Name

Title

Proposer

Sign Here

Signature of Proposer

Date

Business Address

ATTACHMENT 4
CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for the worker's compensation or to under self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

Name

Title

Proposer

Sign Here

Signature of Proposer

Date

Business Address

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: April 9, 2024

SUBJECT

General Services Administration: PG&E - PSPS Community Resource Center

Recommendation:

Approved the attached License Agreement Amendment with PG&E

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA Director, Mark Olivarria - Facilities & Projects Manager

ATTACHMENTS

- [P.G&E use of Vets Hall during PSPS Events 1st Amendment Memo 3.28.24.pdf](#)
- [Amador, Pioneer Veterans Hall 1st Amendment & Exhibit A to License Agreement 3.29.24.pdf](#)
- [Pioneer_Veterans_Hall_Indoor_CRC_for_PSPS_Agreement_SIGNED_11.14.23.pdf](#)

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA
PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



MEMORANDUM

To: Board of Supervisors

From: Jon Hopkins, GSA Director *Hop*

Date: March 28, 2024

Subject: PG&E - PSPS Community Resource Center

Background: In November of 2023 PG&E reached out to the County regarding using the Pioneer Park Veterans Hall as a Community Resource Center (CRC) during periods when PG&E recommends Public Safety Power Shutoff (PSPS) events. The Board entered into a license agreement for PG&E to use the hall for the next three years for these events.

Subject or Key Issue: Amendment to the License Agreement for PG&E to use their portable generator should the County's generator fail to operate during PSPS events.

Analysis: There are times when the County's generator has been inoperable. Granting permission for PG&E to use their own portable generator during times when the County's generator is down serves the community well.

Alternatives: Do not allow the use of a PG&E own generator.

Fiscal or Staffing Impacts: N/A

4/5ths vote: N/A

Recommendation: Approved the attached License Agreement Amendment with PG&E.

Attachments: Original License Agreement
License Agreement Amendment

cc: Chuck Iley, County Administrative Officer
Greg Gillott, County Counsel
Mark Olivarria, Facilities & Projects Manager
file

FIRST AMENDMENT TO LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (COMMUNITY RESOURCE CENTER) (this "**Amendment**") is made and entered into as of _____, 2024 ("**Effective Date**"), by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**") and COUNTY OF AMADOR a political entity of the State of California ("**LICENSOR**").

R E C I T A L S:

A. PG&E and LICENSOR are parties to that certain License Agreement (COMMUNITY RESOURCE CENTER) dated November 14, 2023 (the "**License Agreement**"), whereby LICENSOR granted to PG&E a license to use a designated area (the "**License Area**") of the property commonly known as "Pioneer Veterans Hall" and located at 25100 Buckhorn Ridge Road, City of Pioneer, County of Amador (the "**Property**").

B. The parties desire to amend the License Agreement as set forth herein below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PG&E and LICENSOR agree as follows:

1. Definitions; Effective Date. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the License Agreement. All amendments to the Original License Agreement shall take effect on and as of the Effective Date.

2. Amendments.

2.1 Section 4 "Generators" of the License Agreement shall be replaced as follows:

Generators. LICENSOR hereby grants PG&E the right to use the existing generator and related equipment owned by LICENSOR (the "**Licensor-Owned Generator**") installed at the Property in the location depicted on **EXHIBIT A** during Use Days. Except to the extent caused by the negligence or willful misconduct of PG&E or PG&E's Representatives, LICENSOR releases PG&E and PG&E's Representatives from, and LICENSOR agrees to indemnify, defend, and hold PG&E and PG&E Representatives harmless from and against, any and all Claims (as defined in Section 10 below) relating directly or indirectly to the Licensor-Owned Generator, including, but not limited to, any failure or malfunction thereof. Except during a PSPS or Emergency Event, LICENSOR shall operate the Licensor-Owned Generator, and LICENSOR shall at all times remain responsible for maintaining and repairing the Licensor-Owned Generator in compliance with all applicable laws, including, but not limited to, maintaining any necessary permits. LICENSOR agrees that PG&E may operate the

Licenser-Owned Generator during a PSPS or Emergency Event utilizing the Property, without payment of any additional fees or charges by PG&E.

PG&E Generator: If the Licenser-Owned Generator is unavailable, LICENSOR grants PG&E and PG&E's Representatives a license to install, maintain, operate, repair, and replace a portable generator and related equipment (collectively, the "**PG&E Generator**") in the exterior area of the Property shown on **EXHIBIT A** attached hereto (the "**Generator Site**"). At PG&E's option, PG&E or PG&E's Representatives may install temporary fencing, bollards, or other barriers around the Generator Site. LICENSOR grants to PG&E and PG&E's Representatives exclusive use of the Generator Site. For PSPS or Emergency Event use, PG&E anticipates that the PG&E Generator may remain in place during Event use and approximately one week before and one week after an Event. PG&E and PG&E's Representatives shall have the right, without prior notice to LICENSOR, to enter the Property at all times to access the PG&E Generator. PG&E, at its expense, shall be responsible for obtaining all required permits for the PG&E Generator and complying with all laws relating to the PG&E Generator. Notwithstanding the definition of PG&E's Activities, the presence of the PG&E Generator on the Property and activities related to the PG&E Generator shall not be considered PG&E's Activities for purposes of determining Use Days, and PG&E shall not be required to pay any additional license fees or other sum in connection with the PG&E Generator. The PG&E Generator is solely for the benefit of PG&E and PG&E's customers. PG&E makes no representations or warranties to LICENSOR regarding the operation, capacity, or condition of the PG&E Generator, and PG&E shall have no liability to LICENSOR in connection with any failure or malfunction of the PG&E Generator.

2.2. Exhibit A “Maps Showing License Area at Pioneer Veterans Hall” shall be replaced as following:



3. Conflict. In the event of any conflict between the provisions of the License Agreement and this Amendment, the provisions of this Amendment shall govern.

4. Execution of Amendment. The submission of this Amendment to LICENSOR for examination or execution does not create an option or constitute an offer to LICENSOR to amend the License Agreement on the terms and conditions contained herein, and this Amendment shall not become effective as an amendment to the License Agreement unless and until it has been executed and delivered by both PG&E and LICENSOR. By executing and delivering this Amendment, the person or persons signing on behalf of LICENSOR represent and warrant that they have requisite authority to bind LICENSOR.

5. Ratification. Except as modified by this Amendment, all of the terms and conditions of the License Agreement shall remain in full force and effect and are hereby ratified and confirmed.

6. Electronic Signatures. This Amendment may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Amendment executed and delivered by means of electronic or pdf

signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original manually executed signature page.

7. Entire Agreement. The License Agreement, as amended hereby, contains the entire agreement of PG&E and LICENSOR with respect to the subject matter hereof, and there are no oral agreements between PG&E and LICENSOR affecting the License Agreement as hereby amended. This Amendment cancels and supersedes any and all previous negotiations, representations, agreements and understandings, if any, between PG&E and LICENSOR and their respective agents with respect to the subject matter hereof, and none shall be used to interpret or construe the License Agreement, as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

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

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

LICENSE AGREEMENT
(COMMUNITY RESOURCE CENTER)

This License Agreement ("**License Agreement**") is made and entered into this 14th day of ~~November~~, 2023 (the "**Effective Date**") by COUNTY OF AMADOR, a political entity of the State of California, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "PARTY" and collectively as "PARTIES".

R E C I T A L S:

A. LICENSOR owns or leases the certain real property commonly known as PIONEER VETERANS HALL, located at 25100 Buckhorn Ridge Road, Assessor's Parcel Number 023-070-025-000, hereinafter called the "**Property**," located in the City of Pioneer, County of Amador, State of California. The Property includes a parking lot ("**Parking Lot**") containing approximately 20+ parking spaces.

B. PG&E desires to partner with LICENSOR in connection with a/an County or City designated emergency event ("**Emergency Event**"). For purposes of this License Agreement, an "**Emergency Event**" means an event, natural or human-caused, that requires an emergency response to protect life or property. Examples of Emergency Events include but are not limited to a Public Safety Power Shutoff Event ("**PSPS Event**") described further below, significant earthquake, wildland fire, major heat event or winter storm requiring a warming or cooling center, significant wind event, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

- a) For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include but are not limited to red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with an Emergency Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, and its employees, contractors, agents, representatives, guests, and customers ("**PG&E's Representatives**") the right to use the License Area described in **EXHIBIT A** attached hereto (the "**License Area**") and certain interior areas of the Property in connection with an Emergency Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of

the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "**PG&E's Activities.**" Notwithstanding the grant of the License as set forth above, PG&E and PG&E's Representatives are precluded from using the Property for any purpose on any dates during the Term of this License Agreement on which the County will be using the Property for election purposes. The dates the Property is required for election purposes in 2024 are as follows: March 1 through March 6, and Nov 1 through November 6. The anticipated dates the Property is required in 2026 are June 5 through June 10, and November 6 through November 10, however the exact 2026 election dates have not yet been set by the State of California.

2. Use of License Area and Interior Common Areas of the Property. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the non-exclusive right to use the License Area as a Community Resource Center. Services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area. In addition to the non-exclusive use of the License Area, PG&E and PG&E's Representatives and customers shall have the non-exclusive right, during Use Days, to use lobbies, hallways, stairways, elevators (if operational), restrooms, and other interior common areas of the Property. PG&E and PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property.

3. Staging Area; Parking.

(a) Staging Area. During Use Days, PG&E and PG&E's Representatives shall have the exclusive right to use the exterior area of the Property shown on **EXHIBIT A** (the "**Staging Area**") to support the operation of an indoor customer resource center in the case of an Emergency Event. PG&E and PG&E's Representatives shall have the right to set up tents, install trailers, portable toilets, fencing, and temporary signage, park mobile vehicle units and other vehicles, and deliver and stage equipment, supplies and materials in the Staging Area.

(b) Parking. PG&E and PG&E's Representatives and customers shall have the non-exclusive right to park vehicles in portions of the Parking Lot shown on **EXHIBIT A** during Use Days.

(c) Personnel. During Use Days PG&E shall have the non-exclusive right to use the License Area, up to twenty-four (24) hours per day. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. On Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E's sole cost and expense. PG&E may provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

4. Generators. LICENSOR hereby grants PG&E the right to use the existing generator owned by LICENSOR (the "**Licensor-Owned Generator**") installed at the Property in the location depicted on **EXHIBIT A** during Use Days. Except to the extent caused by the negligence or willful misconduct of PG&E or PG&E's Representatives, LICENSOR releases PG&E and PG&E's Representatives from, and LICENSOR agrees to indemnify, defend, and hold PG&E and PG&E Representatives harmless from and against, any and all Claims (as defined in Section 10 below) relating directly or indirectly to the Licensor-Owned Generator, including, but not limited

to, any failure or malfunction thereof. Except during a PSPS or Emergency Event, LICENSOR shall operate the Licensor-Owned Generator, and LICENSOR shall at all times remain responsible for maintaining and repairing the Licensor-Owned Generator in compliance with all applicable laws, including, but not limited to, maintaining any necessary permits. LICENSOR agrees that PG&E may operate the Licensor-Owned Generator during a PSPS or Emergency Event utilizing the Property, without payment of any additional fees or charges by PG&E.

5. Term. This License Agreement shall be for a term of three (3) years, commencing on November 1, 2023 (the "**Commencement Date**"), and expiring on November 1, 2026 (the "**Termination Date**"). Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area or the Staging Area are referred to herein as "**Use Days**." During Use Days, PG&E shall have the non-exclusive right to use the License Area and the exclusive right to use the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("**License Fee**") of One Thousand Dollars (\$1,000.00) per day for each Use Day.

7. Emergency Event or PSPS Notice. PG&E shall give LICENSOR at least eight (8) hours' prior notice (the "**Emergency Event or PSPS Notice**") of the dates and times that PG&E desires to access and use the Property in connection with an Emergency or PSPS Event. Within four (4) hours after receipt of an Emergency Event or PSPS Notice, LICENSOR shall confirm receipt of the Emergency Event or PSPS Notice and confirm if the Property is available for use. LICENSOR acknowledges that PG&E may give LICENSOR multiple Emergency Event or PSPS Notices during any calendar year.

8. Use of License Area and Staging Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area and the Staging Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area and the Staging Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time. Except in the event of an emergency, PG&E shall not make any alterations, repairs, or improvements to the Property without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, conditioned, or delayed.

(b) Use. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the preceding sentence, PG&E shall maintain the License Area and the Staging Area in reasonably neat and orderly condition during Use Days; provided, however, that LICENSOR, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to

the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or the Staging Area.

(c) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(d) Restoration. Upon PG&E's ceasing to use the License Area and the Staging Area in connection with a particular Emergency or PSPS Event, PG&E shall remove all personal property of PG&E from the License Area, remove all vehicles, personal property, debris and waste material of PG&E and PG&E's Representatives from the Staging Area, and repair and restore the License Area and the Staging Area as nearly as reasonably possible to the condition that existed prior to PG&E's entry hereunder.

9. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

10. Indemnity. Except to the extent caused by the negligence or willful misconduct of LICENSOR, its officers, agents, or employees, PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") that are caused by PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to the property of LICENSOR, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

12. Alterations to Property. LICENSOR hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's expense, the alterations to the Property described in **EXHIBIT D** attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with LICENSOR.

13. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(g) Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- EXHIBIT A** – License Area
 - Staging and Parking Lot Area
 - Generator Site
- EXHIBIT B** – Notices
- EXHIBIT C** – Statement of Self-Insurance Program
- EXHIBIT D** – ADA Alterations

(h) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable

document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(i) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(j) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

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

By: E-SIGNED by Donald Kennedy
on 2023-11-14 22:44:56 GMT
Name: Donald Kennedy
Its: Manager, Land Acquisition
Date: November 14, 2023

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

Maps showing License Area at Pioneer Veterans Hall



EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to **Amador County General Service Administration, C/O Jon Hopkins, 12200-B Airport Road, Jackson, CA 95642** at the following:

Email address: jhopkins@amadorgov.org Phone Number: (209) 223-6759

Text Notifications: (209) 765-0512

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Justin Howard , ACRA Director Phone: (209) 223-6379/cell (209) 841-4749

Matt Girton, County OES Coordinator Phone: (209) 223-6384/cell (209) 992-9282

Jeff Brown, County Supervisor Phone: (209) 223-6493/cell (209) 418-9035

Weekends and After Hours: Matt Girton, County OES Coordinator

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton at the following email address: Jessica.Melton@pge.com, cc'ing CRCHelp@pge.com.

PG&E contacts for use during emergency use and post emergency for claims and reimbursements:

CRC Help Line: 916-760-5369

Jessica Melton, Land Consultant, PG&E
(925) 655-7085 – cell
Jessica.Melton@pge.com – email

Alex Grant, Program Manager, PG&E
(707) 331-2466 – cell
Alex.Grant@pge.com – email

EXHIBIT C



Insurance Department
77 Beale Street
San Francisco, CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

March 7, 2022

Issued to: Whom it May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use property for the purposes of establishing and operating a Community Resource Center and EV Charging Station in the case of a Public Safety Power Shutoff Event (PSPS).

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

- Commercial General Liability: \$5,000,000 each occurrence / \$10,000,000 aggregate
- Employer's Liability: \$1,000,000 each accident
- Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E.

Stephen J Cairns

Stephen Cairns
Vice President and Chief Audit Officer

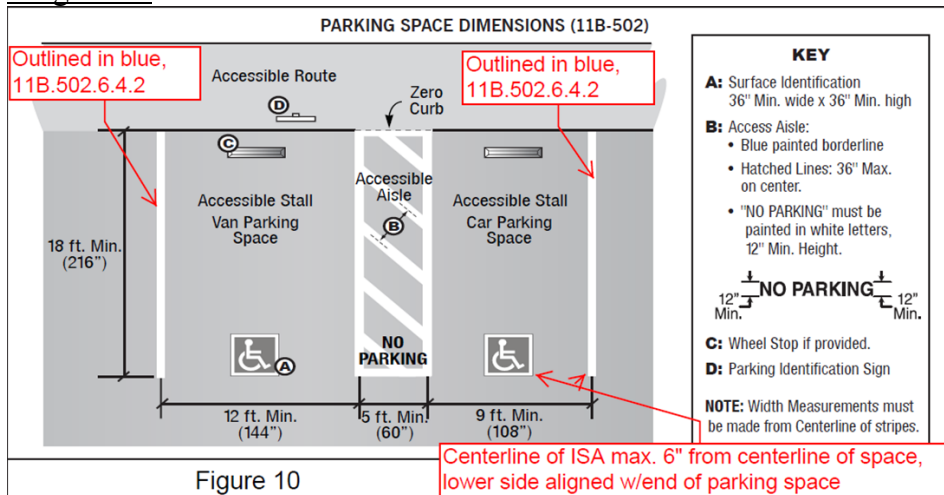


EXHIBIT D

ADA Alterations:

- Adjust restroom door closures to less than 5 lbs max force allowance to open
- Wrap pipes in restrooms to prevent burns
- Pavement remediation to 2.08% max slope throughout ADA Parking Spaces and Access Aisle; pavement will be removed and replaced.
- Install ADA Minimum Fine \$250 Sign in front of Van ADA Parking Stall. Bottom edge of sign must be 60" from the ground.
- Install ADA Tow Away Sign that includes both address and phone number reclaim information at both parking entrance and adjacent to ADA Parking Area.
- Paint striping for Van ADA Parking and Access Aisle to dimensions and specifications shown in Diagram 1

Diagram 1:



Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: April 9, 2024

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG244972-Haeseker

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

- [AG244972_Haeseker.Agreement.pdf](#)
- [AG244972_Haeseker.Resolution.docx](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 015-470-001-000
Site Address: 16745 Shake Ridge Rd, Sutter Creek
Agricultural Building Permit Exemption No:
AG244972

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of April 9, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Cynthia M. Haeseker.

RECITALS

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

PARCEL 1 AS SHOWN AND DELINEATED ON PARCEL MAP NO. 1322, FOR SCOTTY GULETZ, FILED FOR RECORD JULY 11, 1974, IN BOOK "24" OF MAPS AND PLATS, PAGE 57, AMADOR COUNTY RECORDS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES IN THE LOCATION AND WIDTH OF THOSE CERTAIN EASEMENTS AS SHOWN AND DELINEATED ON THE HEREINABOVE REFERRED TO PARCEL MAP NO. 1322.

APN #: 015-470-001-000

Commonly known as: 16745 SHAKE RIDGE RD, SUTTER CREEK, CA 95685

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: Cynthia M. Haeseker

BY: _____
Brian Oneto
Chair, Board of Supervisors

BY: _____
Cynthia M. Haeseker

Date Signed: _____

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]

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. 24-xxxx
STRUCTURE – Cynthia M. Haeseker)

WHEREAS Cynthia M. Haeseker (“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 AG244972 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their April 9, 2024 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 Number AG244972 by and between the County of Amador and Cynthia M. Haeseker on the terms and conditions contained therein as it relates to Building Permit Number AG244972.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the April 9, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chair, Board of Supervisors

ATTEST:

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

By: _____

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: April 9, 2024

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG244965- Plasse

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

ATTACHMENTS

- [AG244965_Agreement.Plasse.pdf](#)
- [AG244965_Resolution.Plasse.docx](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 044-310-024-000
Site Address: 7540 French Bar Road, Jackson
Agricultural Building Permit Exemption No:
AG244965

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of April 9, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Eduard P. Plasse.

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:

Adjusted Parcel 2 as shown and delineated upon "Record of Survey for Boundary Line Adjustment – Property of Maurice and Caraleta Plasse" filed for record in the Office of the Amador County recorder in Book 51 of Maps and Plats at Page 54, Amador County records.

APN: 044-310-024-000

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: _____

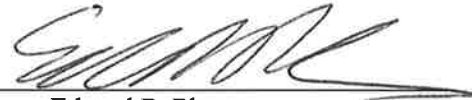
OWNER: Eduard P. Plasse

BY: _____

Brian oneto
Chair, Board of Supervisors

Date Signed: _____

BY: _____



Eduard P. Plasse

Date Signed: 20 MAR 2024

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 MARCH 20TH, 2024 before me, JONATHAN GOUNDAR, NOTARY PUBLIC
(insert name and title of the officer)

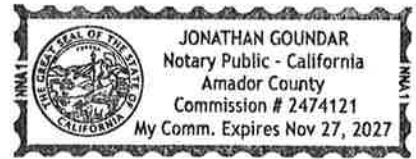
personally appeared EDUARD P. PLASSE _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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 

(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. 24-xxxx
STRUCTURE – Eduard P. Plasse)
)

WHEREAS Eduard P. Plasse (“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 AG244965 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their April 9th, 2024 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 Number AG244965 by and between the County of Amador and Eduard P. Plasse on the terms and conditions contained therein as it relates to Building Permit Number AG244965.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the April 9th, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chair, Board of Supervisors

ATTEST:

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

By: _____
(Resolution No. 24-xxx)

(04/09/2024)

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: April 9, 2024

SUBJECT

General Services Administration: Fifth Amendment for Aggression Replacement Therapy (ART) and 180 You-Turn Programs

Recommendation:

1) Dispense with the formal bidding procedures and; 2) Approve the attached Fifth Amendment with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Program services for three (3) years, utilizing the same annual budget (\$19,279.00 for ART and \$34,378.00 for 180 You-Turn Program) and scope of work used in FY 18/19- FY 23/24.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA Director, Mark Bonini - Chief Probation Officer

ATTACHMENTS

- [Memo to BOS Fifth Amendment for Nexus 3.29.24.pdf](#)
- [Chief of Probation's memo date 3.27.24.pdf](#)
- [Exemption Request to Competitive Bid.Proposal.pdf](#)
- [Fifth Amendment with Nexus.pdf](#)
- [Nexus' Proposal 3.27.24.pdf](#)

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA 95654
PHONE: (209) 223-6377 **E-MAIL:** dwhitaker@amadorgov.org



M E M O R A N D U M

TO: Board of Supervisors

FROM: Danielle Whitaker, Support Services Director 

DATE: March 29, 2024

RE: Fifth Amendment for Aggression Replacement Therapy (ART) and 180 You-Turn Programs

On August 1, 2018, the County entered into a service agreement with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Programs overseen by the Probation Department. These services were established utilizing a competitive request for proposal (RFP) process. The Probation Department & Nexus would like to reestablish a service agreement for three (3) years with the same annual budget and scope of work (see attached memo and letter). The ART portion of the program budget shall not exceed \$19,279.00 and the 180 You-Turn Programs shall not exceed \$34,378.00, as in the original agreement.

Please see the attached memo from Mark Bonini, Chief Probation Officer, dated March 27, 2024. After reviewing all the information, Probation has justified an exemption (attached) for expert or specialized professional services to contract with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Programs.

Non-competitive acquisitions should be avoided to the greatest extent possible, however, due to the unique and proprietary nature of this work the following was considered:

- A. Competition Review: Reviewed all disadvantages and advantages of competition fairly.
- B. Practicality: Using the same firm offers efficiencies and expedites the procurement process.
- C. Uniqueness: Nexus Youth & Family Services was the sole respondent for Aggression Replacement Therapy (ART) and 180 You-Turn Programs RFP in 2018 and has been the sole consultant for 6 years and therefore has the most experience with these programs;
- D. Availability: Nexus Youth & Family Services continue to be available without interruption of service.
- E. Cost-effectiveness: Staff has reviewed Nexus Youth & Family Services' cost proposal and this firm has maintained their fee structure without increase for the last six (6) years. Additionally, eliminating the expense of conducting another competitive procurement provides an advantage to the taxpayers as the cost to extend services is marginal in comparison.

GSA has reviewed the request to dispense with the formal RFP/Bid process with the Chief Probation Officer and recommends dispensing with a formal RFP/Bid procedure for the reason listed above.

Recommendation: 1) Dispense with the formal bidding procedures and; 2) Approve the attached Fifth Amendment with Nexus Youth & Family Services for Aggression Replacement Therapy (ART) and 180 You-Turn Program services for three (3) years, utilizing the same annual budget (\$19,279.00 for ART and \$34,378.00 for 180 You-Turn Program) and scope of work used in FY 18/19- FY 23/24.

Cc: Chuck Iley, CAO Jon Hopkins, Director General Services Greg Gillott, County Counsel Mark Bonini, Chief Probation Officer file	Attachments: Chief of Probation's memo dated March 27, 2024 Fifth Amendment with Nexus Nexus' request for an extension dated March 27, 2024 Exemption Request to Competitive Bid/Proposal
--	---

MARK J. BONINI
Chief Probation Officer




DEBBIE SEGALE
Chief Deputy Probation Officer

MEMO

DATE: March 27, 2024

TO: Jon Hopkins
Director, General Services

FROM: Mark J. Bonini 
Chief Probation Officer

RE: Nexus Youth and Family Services: Aggression Replacement Therapy & 180 U-Turn Program

The Amador County Probation Department wants to continue the current contract with Nexus Youth and Family Services to provide Aggression Replacement Therapy and the 180 U-Turn Program due to the quality of their delivery, the quantity of participants who have been through both programs, and the outcomes for program participants.

The last time the Amador County Probation Department requested proposals from the community to provide both programs, Nexus Youth and Family Services was the only applicant. I have budgeted for and approve of a three-year extension with Nexus for their services.



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

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

Requesting Department: Probation **Date of Request:** 3/27/24

Contact Name: Mark Bonini **Phone:** 209-223-6229

Estimated Total Cost: \$ 53,657.00 (\$19,279.00 ART & \$34,378.00 180 U-Turn)

Proposed Vendor: Nexus Youth and Family Services

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

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

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

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

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Expert or specialized professional services | <input type="checkbox"/> Legal printing |
| <input type="checkbox"/> Legal services | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Insurance | <input type="checkbox"/> Existing public contract |
| <input type="checkbox"/> Existing contract | <input type="checkbox"/> Other, define below |

INSTRUCTIONS

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

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

b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

Rev 10.06.20

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

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: Due to the quality of services provided under the current contract, coupled with needing to ensure continuity of services, the Probation Department and Nexus both wish to continue with our current contract. Maintaining beneficial outcomes for participants is crucial. The RFP process was previously completed and Nexus was the only responder to that RFP. Nexus has provided a high level of quality of services over several years and it appears there are no new, local, community-based organizations who could/would have the ability to not only provide the services, but also provide them at such a high level. It is the Probation Department's hope we can and will continue the contract as is, this includes no cost increase as outlined in the letter from Nexus.

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

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

Mark Bonini

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: [Signature] 3/28/24
 Dep. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 3/29/24
 Procurement Officer / Date

Procurement Officer Use Only	
<input checked="" type="checkbox"/>	Contract
<input type="checkbox"/>	Purchase Order
<input type="checkbox"/>	On Account
<input checked="" type="checkbox"/>	BOS Approval Required

FIFTH AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY
AND NEXUS YOUTH AND FAMILY SERVICES

THIS FIFTH AMENDMENT TO THE SERVICES AGREEMENT (this “Fifth Amendment”) is made as of July 1, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and Nexus Youth & Family Services, a California Non-Profit Organization (“Contractor”).

RECITALS

- A. County and Contractor executed an Agreement for Aggression Replacement Therapy (ART) and 180 You-Turn programs (the “Original Agreement”) dated August 1, 2018 whereby Contractor agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment dated July 9, 2019, Second Amendment dated July 1, 2020, the Third Amendment dated July 1, 2021 and the Fourth Amendment dated July 1, 2022. The Original Agreement, as amended by the First, Second, Third and Fourth Amendment, is referred to herein as the “Agreement.”
- B. County and Contractor desire to modify the Agreement as set forth in this Fifth Amendment.

NOW, THEREFORE, the parties agree as follows:

- 1. Section 4 of the Agreement “TERM; EARLY TERMINATION OF AGREEMENT” is amended by changing Section 4 of the agreement to read as follows:

TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or until June 30, 2027. County reserves the right to terminate this agreement with or without cause on thirty (30) days written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

- 2. Except as set forth in this Fifth Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR:

CONTRACTOR:

BY: _____
BRIAN ONETO
Chairman, Board of Supervisors

BY: _____
LORI HALVORSON
Title: Program Director

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____



3/27/2024

Mark Bonini, Chief Probation Officer
Amador County Probation Department
675 New York Ranch Rd.
Jackson, CA 95642

Dear Mr. Bonini,

Nexus Youth & Family Services would like to request an extension to the services agreement entered into on August 1, 2018 for the implementation of the Aggression Replacement Training and 180 You-Turn programs. We would like to extend the contract through June 30, 2027. We are not requesting any changes to the annual budgets or scopes of work incorporated into the original agreement.

Thank you for considering our request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Halvorson", with a long, sweeping underline.

Lori Halvorson
Programs Director

Aggression Replacement Training

Total Personnel Costs:	\$15,000.00
Total Operating Costs:	\$2,526.00
Indirect Costs @ 10%:	\$1,753.00
Total Program Budget:	\$19,279.00

180° You-Turn Program

Total Personnel Costs:	\$25,300.00
Total Operating Costs:	\$5,953.00
Indirect Costs @ 10%:	\$3,125.00
Total Program Budget:	\$34,378.00

601 Court St. Suite 210, Jackson, CA 95642
(209) 257-1980
www.nexusyfs.org

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: April 9, 2024

SUBJECT

Amador County Sheriff's Office Association Canine Program Side Letter of Agreement

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Sheriff's Office and Clint Stewart, President SOA

ATTACHMENTS

- [Memo SOA Side Letter.doc](#)
- [soa side letter K9 DRAFT.pdf](#)
- [Resolution SOA for Side Letter.doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: April 2, 2024

SUBJECT: Agenda Item for April 9, 2024 Board Consent Agenda
Sheriff's Office Association (SOA) Side Letter of Agreement

The Sheriff has proposed the incorporation of a "Canine Handler" collateral duty assignment for members of the Sheriff's Office Association. This new responsibility entails housing police dogs trained in drug detection, contributing to enhanced safety and security within the Amador County Jail.

To formalize the creation of the Canine Handler collateral duty assignment, the County and the Sheriff's Office Association have reached consensus on drafting a side letter agreement specifying the pertinent terms and conditions.

Should the Board grant approval of the side letter agreement, the Canine Handler collateral duty assignment will be established accordingly.

Side Letter of Agreement

Amador County Sheriff's Office Association Canine Program

I. Parties

The Parties to this Side Letter of Agreement (hereinafter "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Amador County Sheriff's Office Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Association.

In the interest of creating the collateral duty assignment of "Canine Handler" the County and the Association have agreed to the addition of a side letter agreement. The County and the Association have met and conferred and have agreed to amend and modify the existing MOU terms as set forth below, hereby agreeing as follows:

III. MOU Amendment

A. For purposes of the MOU amendments set forth below language that is italicized and boldfaced will be added to the MOU as indicated. The existing MOU and all current side letters will, in all other respects, remain in effect without change through the negotiated term.

B. Section 25 Agreement, Sub-Section 25.26 of the MOU is hereby added to read as follows:

CANINE PROGRAM 25.26.

Sheriff's Office employees who have been approved by the Sheriff to house police dogs (hereafter referred to as "canine handlers") shall be reimbursed for their actual expenses incurred, including feed, routine immunizations, and the costs of veterinarian care for the dog. The County will compensate the canine handlers for the time they spend feeding, exercising, grooming, cleaning after, and otherwise caring for the police dogs by receiving pay for one-half (.5) hour per day at overtime rates (rather than accounting for and being compensated for actual time spent). A canine handler will not be compensated for any time spent in police dog care or training over and above the one-half (.5) hour per day, unless the canine handler receives prior authorization from the Correctional Lieutenant to perform additional work with the police dog beyond the routine care described above. At any time during the term of this Agreement, and without any obligation to meet and confer thereon, the County may elect to terminate the canine program upon giving notice to the police dog handlers.

IV. General Provisions

A. This Side Letter of Agreement will take effect after execution by the Association and upon approval and adoption by the County Board of Supervisors.

B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

C. The Side Letter of Agreement modified language herein will be incorporated into any successor MOU.

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Supervisors on _____.

COUNTY OF AMADOR, CALIFORNIA:

By: _____

Chairperson, Board of Supervisors

AMADOR COUNTY SHERIFF'S OFFICE ASSOCIATION:

By: Clint Stewart

Clint Stewart, President

By: Mark Bartley

Mark Bartley, Labor Consultant

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER)	RESOLUTION NO. 24-
OF AGREEMENT WITH THE AMADOR)	
COUNTY SHERIFF'S OFFICE)	
ASSOCIATION (SOA) FOR THE ADDITION)	
OF A CANINE PROGRAM)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Sheriff's Office Association (SOA) as it relates to the addition of a Canine Program; and

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 in a regular meeting thereof, held on the 9th day of April, 2024 by the following vote:

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

NOES: None

ABSENCE: None

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: Building

Meeting Date: April 9, 2024

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG245007 - Adams

Recommendation:

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

4/5 vote required:

No

Distribution Instructions:

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

ATTACHMENTS

- [AG245007 - SIGNED AGREEMENT.pdf](#)
- [AG245007 - Resolution.docx](#)
- [AG245007 - AFT.pdf](#)
- [AG245007 - Plot Plan.pdf](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 003-420-063-000
Site Address: 4898 Curran Road
Agricultural Building Permit Exemption No:
AG245007

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of April 9th, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Seth Adams and Kendall Adams. ("Owner")

RECITALS

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

PARCEL ONE:

Parcel 1 as said parcel is shown and delineated on Parcel Map No. 1022 of the West ½ and the Southeast ¼ of lot 3 as shown on Record on Survey Book 13, Page 58, being a portion of Section 24, Township 5 North, Range 9 East, M.D.B.&M., filed for record on April 21, 1972 in book 20 of Maps and Plats, Page 76, Records of Amador County.

PARCEL TWO:

A non-exclusive right of way in the location of that certain 50 foot right of way shown on the official map hereinabove referred to.

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: Seth Adams & Kendall Adams

BY: _____
Brian Oneto,
Chair, Board of Supervisors

BY: Seth Adams
Seth Adams

Date Signed: 4/1/24

BY: Kendall Adams
Kendall Adams

Date Signed: 4/1/24

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

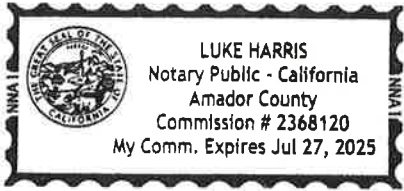
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of **Amador**

On Apr 11, 2024 before me, Luke Harris, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Seth Adams and Kendall Adams
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

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. 24-xxxx
STRUCTURE – Seth Adams and Kendall Adams)

WHEREAS Seth Adams and Kendall Adams (“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 AG245007 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their April 9th, 2024 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 Number AG245007 by and between the County of Amador and Seth Adams and Kendall Adams on the terms and conditions contained therein as it relates to Building Permit Number AG245007

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the April 9th, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chair, Board of Supervisors

ATTEST:

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

By: _____

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
04/09/2024	

To: **Board of Supervisors**

Date: _____

From: Samantha Barton
 (Department Head - please type)

Phone Ext. 422

Department Head Signature _____

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for AG245007 - Adams

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Adams' have submitted an application for an Agricultural Exemption (AG245007) and have provided all of the necessary documents including a signed and notarized "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURES" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 4898 Curran Road, Lone CA 95640 being APN 003-420-063-000

Recommendation/Requested Action:
Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".

Fiscal Impacts (attach budget transfer form if appropriate) NONE Staffing Impacts NONE

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____
 Auditor _____ GSA Director _____
 CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Once Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgment of the Chairperson's signature.

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # _____

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

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

Distributed on _____
 Completed by _____

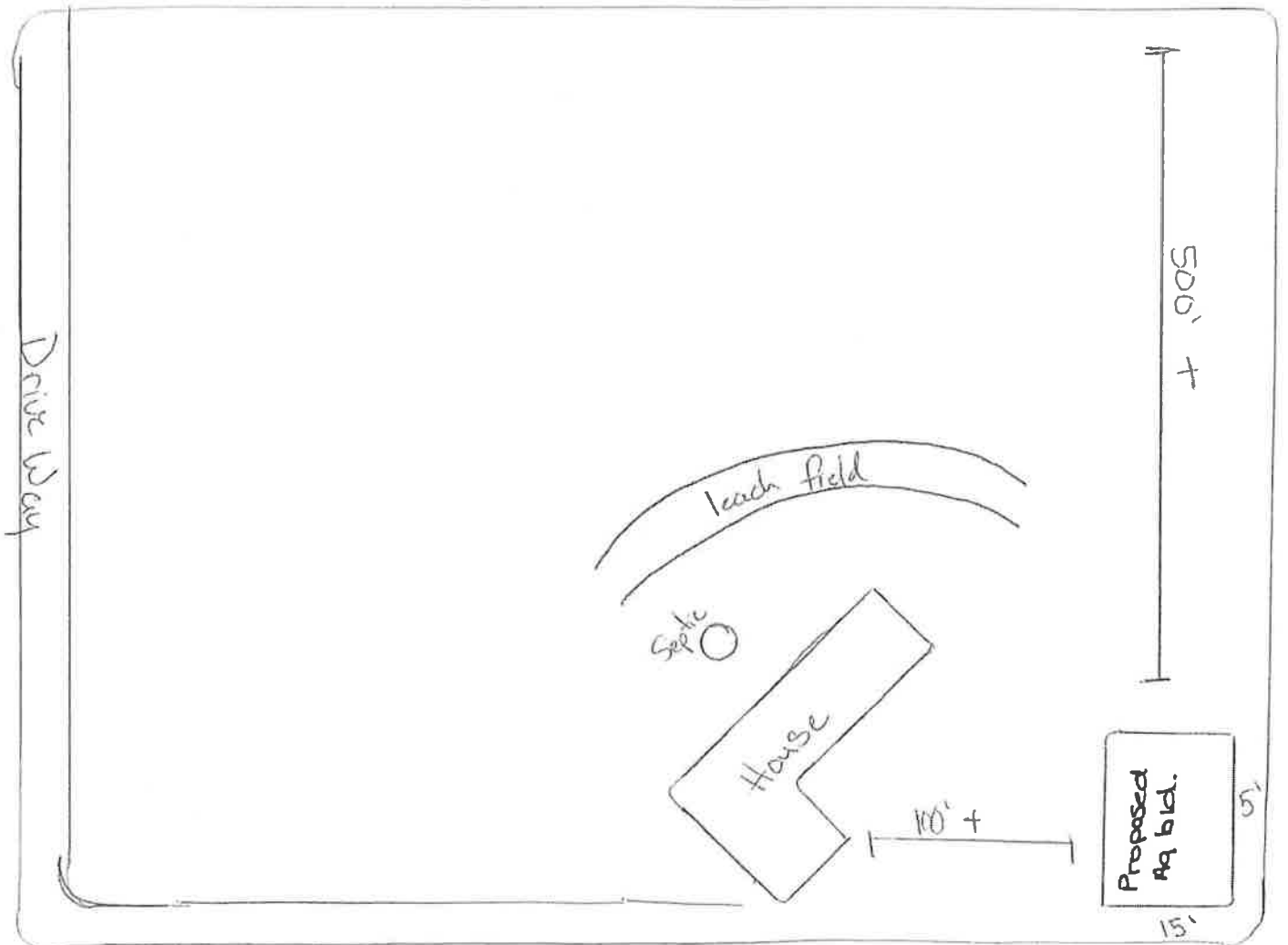
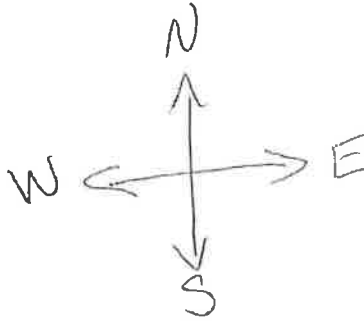
A new ATF is required from _____
 Department _____
 For meeting _____
 of _____

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

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

Curran rd



Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: April 9, 2024

SUBJECT

Surveying Department-request to adopt the resolution approving a one year extension for completing the process of recording deeds in relation to approved Boundary Line Adjustment 2021-10 for Kobias D. Coon, Lorelei J. Arellano, and Janine Morrison. The properties are along Tabeaud Road. Assessor's Parcel No.'s 036-360-010 and 036-370-001.

Recommendation:

Adopt the resolution.

4/5 vote required:

No

Distribution Instructions:

Surveying - one original resolution

ATTACHMENTS

- [Extension request staff report - Copy.docx](#)
- [Coon ROA extension.doc](#)
- [067M018.pdf](#)
- [Coon_Before_and_After_map.pdf](#)
- [Extension_Request_letter_from_customer_BLA_2021-10.pdf](#)

March 21, 2024

To: The Honorable Board of Supervisors

From: Amador County Surveying Department

Subject: Boundary Line Adjustment 2021-10 for Kobias D. Coon, Lorelei J. Arellano, and Janine Morrison – Extension Request

Dear Board Members:

The subject agenda item is pertaining to a request from property owners who previously submitted for the Board's review an easement abandonment and related Boundary Line Adjustment. The abandonment documents and map recorded, but the property owners have not yet completed the Boundary Line Adjustment. Completing the BLA requires the property owners to record new deeds to reflect the adjustments to the properties. In this adjustment, the property owners have become aware of the extenuating financial hardship that would be created if they record deeds now. The easement abandonment and the concept Boundary Line Adjustment as shown on 67M018 recorded on April 22, 2022 into Amador County Records. A one year extension which is set to expire on April 22, 2024 was already granted to the property owners without controversy. The recommendation of the County Surveyor is to approve another one year extension, to expire April 22, 2025, to allow the property owners additional time to consider their options. Pertinent law supports the recommendation. Please see the attached letter from the property owners. Please support the customer and County Surveyor's request.

Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

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

IN THE MATTER OF:

RESOLUTION OF APPROVING EXTENSION OF
APPROVAL TIMEFRAME TO RECORD DEEDS
FOR BOUNDARY LINE ADJUSTMENT 2021-10 FOR
KOBIA S. COON AND LORELEI J. ARELLANO
TRUSTEES OF THE COON ARELLANO FAMILY
TRUST DATED AUGUST 15, 2013 2018-0007684 AND
JANINE MORRISON 2016-0008232

RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby does approve an additional one year extension for deeds to be recorded for BLA 2021-10 for KOBIA S. COON AND LORELEI J. ARELLANO TRUSTEES OF THE COON ARELLANO FAMILY TRUST DATED AUGUST 15, 2013 2018-0007684 AND JANINE MORRISON 2016-0008232.

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 9th of April 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

NOTES and LEGEND

—●— DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 SET ON THIS SURVEY

—○— DENOTES A CALCULATED POINT ONLY, NOTHING FOUND OR SET

—○— DENOTES FOUND 1/2" IRON PIPE TAGGED LS 3570 PER 4--SUBS--42

—⊙— DENOTES FOUND 3/4" STEEL ROD TAGGED RCE 1706 AT CENTER OF SECTION 15 PER 4--SUBS--42, 19--M--96 AND 9--M--38

(1) DENOTES RECORD DATA PER 4--SUBS--42

PUE DENOTES PUBLIC UTILITY EASEMENT

CL DENOTES CENTERLINE OR DISTANCE TO CENTERLINE

BASIS OF BEARINGS IS REFERRED TO THE NORTH LINE OF LOT 10, PONDEROSA HILLS, AS SHOWN ON 4--SUBS--42, THE BEARING OF WHICH IS N 85°43'57" E.

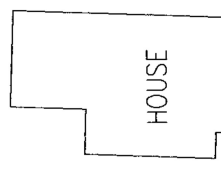


○	DATA TABLE	
1	R=970.00'	D=13°49'05" L=233.94'(1)
2	R=970.00'	D=01°46'20" L=30.00'(1)
3	N 00°08'44" E	26.49'(1)
4	R=220.00'(1)	D=09°10'39" L=35.24'
5	R=220.00'(1)	D=09°29'33" L=36.45'

LOT 9 REARDON
PONDEROSA HILLS 2013-0002498
4--SUBS--42

BASIS OF BEARINGS
N 85°43'57" E 782.92'(1)

10' PUE PER 4--SUBS--42



RECORD BOUNDARY

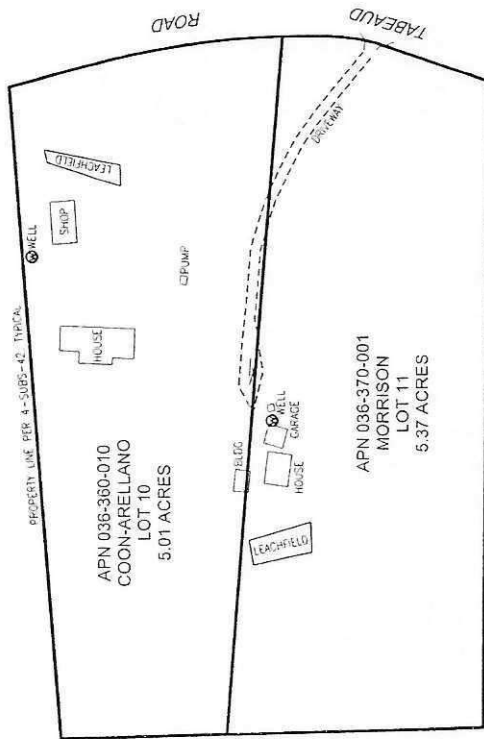
KOBIAS
Trustees of The

BEING A PORT

August, 2



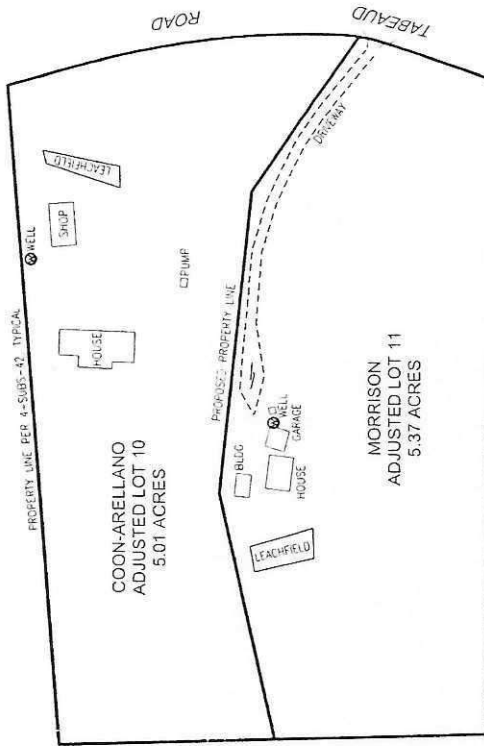
Scale: 1" = 150'



BEFORE



Scale: 1" = 150'



AFTER

RECEIVED
 AMADOR CO. SURVEYING
 JUN 29 2021

810 COURT ST.
 JACKSON, CA 95642

TOMA & ASSOCIATES INC
 ENGINEERING - SURVEYING - PLANNING
 41 Summit Street, Jackson, CA 95642
 (209) 223-0156



EXHIBIT MAP
COON-ARELLANO and MORRISON
PROPOSED BOUNDARY LINE ADJUSTMENT
 AMADOR COUNTY, CALIFORNIA
 PORTION OF SECTION 35, T. 5 N., R. 9 E., M. 1 D. M.

DATE: 6.23.2021
 SCALE: 1" = 150'
 DRAWN BY: GMW
 JOB NO.: 2004-15
 SHEET **1**
 OF 1 SHEET

March 20, 2024

To: Amador County Board of Supervisors

Hardship Extension Request

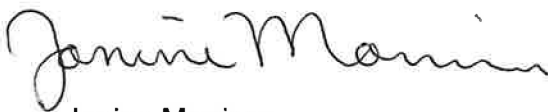
This letter is being submitted to request the County Board to approve a 1-year extension on the boundary line adjustment (BLA) paperwork currently filed with Amador County. We are making this plea due to the immense financial hardship of gaining the final mortgage documentation recorded. Our neighbors, Koby Coon and Lori Arellano, have been understanding of this toll and have also signed this request in support of an extension.

Please accept the following as the specifics behind this request.

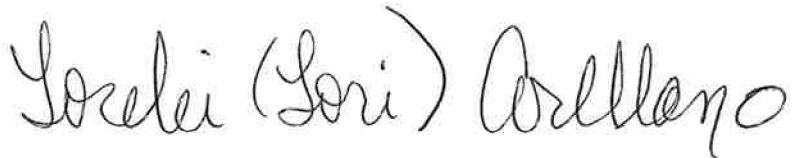
- When purchasing their home, the Coon/Arellano's found that the plot lines between our homes were not clearly recorded on the deed. To permanently rectify, we started our boundary line adjustment paperwork in 2021. With the surveying completed by Toma Associates, County approval was received in early 2022.
- While we thought all was then complete, we were told that we would need to reach out to our mortgage company to update the deed (we thought the recording of the updated lot line coordinates was part of the County process). Fully intent on finishing the process, we were dismayed to find out that the mortgage company would not update the deed unless a full refinance was completed.
- The hardship of the mortgage company's requirement was a daunting one. Between 2021 and 2023 interest rates jumped from 2.625 percent (our current loan rate) to up to 7 percent with the impact being an increase to our monthly mortgage of \$650 per month (\$234k over lifetime of loan). Thankfully, the County was sympathetic to the hardship situation this caused and provided us with a 1-year extension.
- When receiving the extension last year, it was our understanding that we could continue to receive extensions until interest rates dropped or we sold the property. It's now been clarified that when our current extension ends on April 22, 2024, the Coon/Arellano's and my husband John and I will lose the \$10k+ spent on surveying and county fees if refinancing is not complete in the next several weeks (in addition, we will need to complete the whole process again).

We have lived in Amador County for 7 years. We love our home and our community. Your thoughtful review of this request for a 1-year extension is greatly appreciated.

Sincerely,



Janine Morrison



Lorelei Arellano

11411 Tabeaud Rd.
Pine Grove, CA
95665

(916) 955-1331

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 9, 2024

SUBJECT

Drytown County Water District: The Political Reform Act (Government Code Sections 87200 et seq.) requires all local agencies to adopt a conflict of interest code, which is not effective until it has been approved by the code-reviewing body. The County Board of Supervisors is the code-reviewing body for all Amador County local agencies, including Drytown County Water District. The code must include a list of positions for which economic interest disclosures must be filed. Government Code section 87306 further provides that changed circumstance, including the creation of new positions, require amendment to the conflict of interest code which then must be approved by the code-reviewing body.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Nancy Gibbs, Clerk of the DCWD Board, Nancygibbs08@yahoo.com; Auditor-Controller

ATTACHMENTS

- [20240402161148.pdf](#)

DRYTOWN COUNTY WATER DISTRICT
P.O. BOX 323
IONE, CA. 95640
(209) 304-0940
Nancygibbs08@yahoo.com

March 21, 2024

Board of Supervisors
810 Court St
Jackson, Ca. 95642

To Whom It May Concern:

Please find enclosed the Drytown County Water District's Conflict of Interest Code that was reviewed amended and adopted at the District's March 7th, 2024 meeting.

Sincerely



Nancy L. Gibbs
Clerk of the Board
Drytown County Water District

DRYTOWN COUNTY WATER DISTRICT

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government Agencies to adopt a promulgate conflict of interest codes. The Fair Political Practices Commission has Adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a Standard conflict of interest code, which can be incorporated by reference in an agency's code. After Public notice and hearing, the standard code may be amended by the Fair Political Practices Commission To conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or Appendices), designating positions and establishing disclosure categories, shall constitute the conflict of Interest code of the Drytown County Water District.

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the District.

DRYTOWN COUNTY WATER DISTRICT

**CONFLICT OF INTEREST CODE
LIST OF DESIGNATED POSITIONS**

1. Edwin Kaffer, Chairman
2. Kenneth Poore, Vice Chairman
3. Denise Tober, Treasurer
4. Sandra Frey Davis, Secretary
5. David Estey, Sgt of Arms

DRYTOWN COUNTY WATER DISTRICT

**CONFLICT OF INTEREST CODE
DETAILED DISCLOSURE CATEGORIES**

Refer to individual Economic interest statement (Form 700) of each Board Member of the District.

Individuals holding designated positions shall file their statements of economic interest with the District.

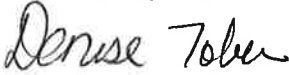
The Conflict of Interest Code was amended and adopted at the March 7, 2024 Meeting by a two-thirds vote of the following Board Members:



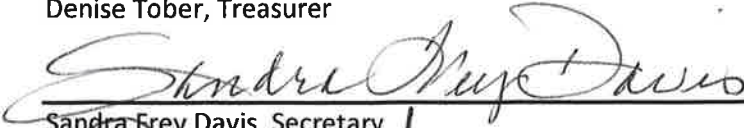
Edwin Kaffer, Chairman



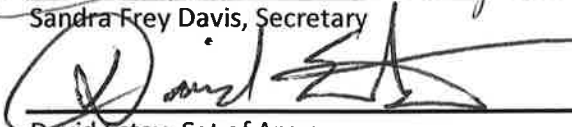
Kenneth Poore, Vice-Chairman



Denise Tober, Treasurer



Sandra Frey Davis, Secretary



David Estey, Sgt of Arms