

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, July 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: EXISTING LITIGATION - {Government Code 54956.9(d)}

- 2.a. In Re: National Prescription Opiate Litigation; U.S. District Court, Northern District of Ohio Eastern Division, Case No. 1:17-MD-2804.
Suggested Action: Discussion and possible action.

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

- 3.a. Claim of Brandon McClane, Claim No. 24-08.
Suggested Action: Discussion and possible action.

4. CONFIDENTIAL MINUTES:

- 4.a. Review and possible approval of the June 25, 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).

5. REGULAR AGENDA:

- 5.a. Presentation providing an update of recent and planned activities of the Amador Resource Conservation District (ARCD), Amador Fire Safe Council (AFSC) and the Natural Resource Conservation Service (NRCS).
Suggested Action: Presentation only
[2024_7_2 BOS AFSC_ARCD Programs Summary_final.pdf](#)
- 5.b. Abandoned Vehicle Abatement Authority Tax Measure: Discussion and possible action regarding a resolution calling for an election regarding a \$1 registration fee on vehicles to fund the abatement of abandoned vehicles.
Suggested Action: Adopt the Resolution calling for a measure on the November 5, 2024 election ballot on the question of renewing the Abandoned Vehicle Abatement (“AVA”) Fee for 10 years.
[Staff Report re AVA 7.3.24.docx](#)
[Draft Resolution for 2024 AVA ballot measuredocx.docx](#)
[Draft Arg in Favor 2024.docx](#)
[Measure Calendar.pdf](#)
- 5.c. Presentation by Jim Rooney, County Assessor, regarding the tax roll and changes since last year
Suggested Action: Discussion only - no action requested

- 5.d. Review and possible approval of the June 25, 2024 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.
[June 25, 2024 DRAFT Minutes.docx](#)

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

- 6.a. Consideration of the Planning Commission's recommendation to approve proposed amendments to the County's winery ordinances and noise ordinance to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.
Suggested Action: Following the public hearing, the Board may approve, reject, or modify the proposed zoning code amendments.
[Staff Report and Winery Ordinance Revisions.REVISED FOR PREFERRED ROAD LIST.pdf](#)
[Proposed Winery Ordinances.REVISED FOR PREFERRED ROAD LIST.docx](#)
[Proposed Noise Ordinance Amendment.docx](#)
[PC Minutes excerpt 05-14-24.docx](#)
[Comments through 07.01.24.pdf](#)

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

- 7.a. Behavioral Health 1st Amendment to Agreement with Chelsea Yule, LCSW to provide therapeutic interventions with mothers of young children - FY 24-25
Suggested Action: Sign the first amendment
[Memo to BOS Chelsea Yule.pdf](#)
[Chelsea Yule 1st Amendment signed by Contractor.pdf](#)
[Chelsea Yule Executed Agreement fy 22-24.pdf](#)
[Chelsea Yule Executed Exemption 4.10.2024.pdf](#)
- 7.b. Contract Renewal with The ARC of Amador/Calaveras Counties for Servicing of Recycling Bins
Suggested Action: Approve contract with ARC of Amador/Calaveras Counties for recycling services from July 1, 2024 through June 30, 2026
[BOS Memorandum RE The ARC Contract Renewal 2024-26 07-09-24.pdf](#)
[ARC Agreement 2024 06-25-24 vBOS Final.pdf](#)
- 7.c. Building Department: Agreement to Limit Use of Agricultural Structure for AG245108 - Wenke
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".
[AG245108 - ATF.pdf](#)
[AG245108 - Resolution.docx](#)
[NOTARIZED AGREEMENT.pdf](#)
- 7.d. 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 2022-001 for John R. Lewis and Jeanette L. Lewis, Trustees of the Lewis Family Revocable

Trust dated September 9, 2002, 2021-0010811 property owners of Assessor Parcel Number 030-140-053, and Jeff Miller and Mary J. Moran 2004-001207 property owners of Assessor Parcel Number 030-140-052. The properties are along Spurlock Lane in Pine Grove.
Suggested Action: adopt the resolution approving the extension

[Extension request staff report.docx](#)

[067M023.pdf](#)

[Assessor's Map highlighted.pdf](#)

[Lewis ROA extension.doc](#)

[LewisMiller Lot Line Extension needed.pdf](#)

[2022-001 Before and After.pdf](#)

- 7.e. General Services Administration: RFQ 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting
Suggested Action: 1) Award RFQ 24-08 to Lumos & Associates for Architectural Services for Pickleball/Tennis/Basketball Courts and Ball Field Lighting in an amount not to exceed \$32,120.00 for basic services and; 2) Authorize the General Services Director and County Counsel to negotiate final terms and conditions based upon the sample agreement attached and; 3) Authorize the Chairman to execute the Professional Architectural Agreement contingent upon the Director of General Service and County Counsel's approval.
[RFQ 24-08 Architectural Services memo 7.1.2024.pdf](#)
[RFQ Receipt Log.pdf](#)
[RFQ 24-08 Eval Sheet 6.27.2024.pdf](#)
[Lumos & Associates Letter Proposal 6.26.2024.pdf](#)
[Lumos & Associates Fee Schedule 6.26.2024.pdf](#)
[Sample Agreement 7.1.2024.pdf](#)
- 7.f. Behavioral Health Department reclassification requests. The se requests were included and approved in the 24/25 budget request
Suggested Action: Approve.
[Memo - Behavioral Health Reclassifications.doc](#)
[Behavioral Health Reclassification Requests 7.2.24.pdf](#)
- 7.g. Pitto Consulting Second Amendment to Contract for SB1383/Solid Waste Consulting Services
Suggested Action: Approve the attached Second Amendment to Contract for consulting services in the amount of \$20,000 which will be funded through budget appropriations already approved for the 2024-25 Waste Management budget.
[Mary Pitto Contract 2nd Amendment BOS Packet Complete vFinal 07.02.2024.pdf](#)
- 7.h. General Services Administration: Resolution Declaring Personal Property as Surplus
Suggested Action: 1) Declare all property listed on Attachment B 2023-2024 as surplus property and; 2) Authorize the sale of surplus property in accordance with Government Code Section 25504 at public auction utilizing Public Surplus and; 3) Authorize the disposal of any remaining surplus property having no value as deemed by the Purchasing Agent and; 4) Approve the attached resolution.
[BOS SURPLUS MEMO 7.2.24.pdf](#)
[Legal ad Surplus 7.2.24.pdf](#)
[Resolution Surplus 7.2.24.pdf](#)
[Attachment B 2023-2024.pdf](#)
- 7.i. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

Suggested Action: Receive and File.

[Tree Mortality.doc](#)

- 7.j. Jail Expansion Project Budget Increase and Transfer Request
Suggested Action: Approve Request.
[MEMO - Budget Increase and Transfer Request for Jail Expansion 7-2-24.pdf](#)
[Budget Increase Request for Jail Expansion dtd 7-2-24.pdf](#)
- 7.k. Public Health - Approval of Annual Agreement with Mountain Valley Emergency Medical Services Agency for FY 24/25.
Suggested Action: Approve agreement as presented.
[Mountain Counties EMS Agency Agreement.pdf](#)
- 7.l. General Services Administration request to reclassify vacant position from Administrative Assistant II to Administrative Technician.
Suggested Action: Approve
[Memo GSA Admin Tech.doc](#)
[Memo for Administrative Tech Justification 6.21.2024 12.28.16.pdf](#)
- 7.m. 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection Resolution of Acceptance
Final Agreement and Release of Claims
JPB Designs, Inc.
Suggested Action: 1. Adopt resolution accepting the 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection as complete;
2. Authorize Chairman to sign Agreement and Release of Claims;
3. Approve the change order;
4. Releasing of Retention amount of \$31,020.11.
[BOS Memo 23-25 Contract Closeout.pdf](#)
[ATTACHMENT A Slope Repair signed document.pdf](#)
[23-25 Resolution of Acceptance.doc](#)
[CCO Slope Repair \(1\)signed document.pdf](#)
[Estimate Verification_23-25 Slope Repair.pdf](#)
[Application and Cert. for payment.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, JULY 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: July 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: July 9, 2024

SUBJECT

In Re: National Prescription Opiate Litigation; U.S. District Court, Northern District of Ohio Eastern Division, Case No. 1:17-MD-2804.

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: July 9, 2024

SUBJECT

Claim of Brandon McClane, Claim No. 24-08.

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: July 9, 2024

SUBJECT

Review and possible approval of the June 25, 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: July 9, 2024

SUBJECT

Presentation providing an update of recent and planned activities of the Amador Resource Conservation District (ARCD), Amador Fire Safe Council (AFSC) and the Natural Resource Conservation Service (NRCS).

Recommendation:

Presentation only

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

- [2024_7_2 BOS AFSC_ARCD Programs Summary_final.pdf](#)



DATE: July 9, 2024
TO: Amador Board of Supervisors
FROM: Amador Resource Conservation District
Amador Fire Safe Council
Jackson Local Partnership Office of the Natural Resource Conservation Service
SUBJECT: Recent and Planned Activities

The purpose of this briefing is to provide the Board of Supervisors (BOS) an update on recent and planned activities by the Amador Resource Conservation District (ARCD), the Amador Fire Safe Council (AFSC), and the local partnership office of the Natural Resource Conservation Service (NRCS). These three organizations serve to reduce the risk of catastrophic wildfire and promote resource conservation throughout the county. We are doing this briefing jointly as our missions overlap in many ways, as such we coordinate closely, especially on mitigating the risk of fire and county-wide project coordination. In fact, the AFSC contracts the services of ARCD employees to staff AFSC operations. The three organizations share office space in the Amador County General Services Building located on Airport Road.

Organizational Background

Amador Resource Conservation District

The ARCD was organized as a special district by the Amador BOS in 1950 under Division IX of the California Public Resource Code. As such, the ARCD is and operates as a public agency, but all programs and projects of the district are grant-funded. The district covers 445,500 acres, including all of Amador County, the western portion of Alpine County, and land in Calaveras County owned by the East Bay Municipal Utilities District. The ARCD provides conservation technical assistance to agricultural producers and individual landowners. It initiates and carries out community-wide conservation programs including programs in agricultural, watershed, and woodland resource management, habitat restoration, irrigation water management, fuels reduction, workshops, classes and scholarships to students pursuing a career in resource management. ARCD policies and programs are developed by a Board of Directors appointed by the Board of Supervisors consisting of five local landowners. For more information, visit www.AmadorRCD.org

Amador Fire Safe Council

The AFSC was formed as a 501(c)(3) nonprofit organization in 2002. As such, the AFSC is a non-governmental organization. The AFSC covers all of Amador County. The AFSC operates solely on donations and grants. AFSC secures grants to improve the protection of Amador County residents and their properties from the catastrophic effects of wildfire through action, partnerships, education, and outreach. AFSC projects include fuel break construction and maintenance, evacuation route improvement, organizing Fire Wise Communities, developing Community Wildfire Protection Plans, coordinating wildfire mitigation activities, and public education events. The AFSC is governed by a volunteer board composed of local residents and stakeholders. For more information, visit www.AmadorFireSafe.org

Natural Resource Conservation Service

The local Jackson NRCS Partnership Office services Amador, Calaveras, and Tuolumne counties through voluntary conservation programs. NRCS assists producers in the development of conservation plans and provides cost-share funding for a variety of practices on forestry, rangeland, row crops, and orchards. Through one-on-one, personalized advice, NRCS staff work with producers and communities to find the best solutions to meet their unique conservation and business goals.

Recent and Planned Activities

Attached are documents summarizing the recent and planned activities of the ARCD and AFSC in pursuing reducing the risk of catastrophic wildfire and promoting resource conservation.



Amador Fire Safe Council
Program Descriptions
updated 7/9/2024

Areas of Focus: Fire Mitigation, Ingress/Egress, Community Coordination, County Coordination

Funding:

AFSC has been awarded \$6.8 million of grant funding in the past three years. The majority of this funding goes directly to fund the implementation of fire mitigation and fuel reduction. In the last 2 years, the AFSC has supported the local economy and workforce development by contracting a total of \$4.06 million in fire mitigation projects on public/private roads and federal/private lands.

Fire Mitigation

Community Fuelbreak Program

Upper Rancheria Fuelbreak: 230 acres were treated in Winter/Spring 2024. Work will continue in the fall of 2024.

River Pines Community Fuelbreak: A total of 171 acres within the River Pines Fuelbreak footprint has been treated. There are ~10 acres of treatment remaining which will take place in fall 2024.

Community Support: The AFSC has received funding through CalFire to support the development of the Community Fire Mitigation Projects. Summer of 2024 the AFSC Registered Professional Forester and staff will work with 14 communities to evaluate the need for landscape-scale projects within these communities and develop preliminary project proposals.

Federal Lands within the Wildland Urban Interface (WUI): The AFSC works closely with the Bureau of Land Management (BLM) to develop forest health projects to reduce fuels and fire risk, working to treat and maintain federal ground within the WUI in Amador County.

Tiger Creek: AFSC has completed 318 acres of treatment and removal of 270 dead trees on BLM ground through funding from the Sierra Nevada Conservancy (SNC).

AmCo Stewardship Project: AFSC has completed 160/413 acres of treatment on 5/8 BLM parcels throughout Amador County.

Crestview Parcel: AFSC is in the process of treating 17 acres within central Pine Grove.

Rancheria Ridge: **SEEKING FUNDING** treatment of 147 acres

Pine Acres Fuelbreak Maintenance: A total of 56.8 acres have been re-treated along the Pine Acres Fuel Break by a local mastication contractor. AFSC had contracted with another local contractor to complete an additional 82 acres of maintenance. Approximately 10 acres were treated in Spring 2024, work was stopped due to the start of fire season, and work will resume in Fall 2024.

Ingress/Egress

Funding for the Ingress/Egress Program expires in March 2025.

County Roads Vegetation Maintenance: In total the AFSC has treated 73.6 miles of county road. Treatment includes removal and chipping of smaller trees/vegetation 20ft off the drivable surface of the road and limbing up trees 10ft.

Private Road Vegetation Maintenance: AFSC has completed treatment along 12.11 miles of private roads and is working with 4 communities to complete an additional 12.53 miles of treatment by August 2024.

FireWise Community Signage Program: The AFSC purchased and distributed road name signs for 16 FWCs throughout Amador County. Legible, consistent, and visible road name signage to assist in the evacuation and ingress of emergency personnel.

Community Coordination

Firewise Community (FWC) Development Assistance: AFSC assists FWCs through the FWC Coordinator. The FWC Coordinator (in partnership with AFD) helps new and existing FWCs navigate the process of certification and re-certification. Over the past 3 years, the AFSC has assisted 35 communities in becoming registered.

Firewise Startup Supplies: The AFSC provides supplies to help kick-start Firewise Communities such as postage, printing, signage, and a bulletin board.

FireWise Forum: The Coordinator facilitates the FireWise Forums on a quarterly basis. These meetings provide an outreach and educational opportunity to the FireWise leads and network and resource-sharing opportunities.

County Coordination

Community Wildfire Protection Plan (CWPP): **SEEKING FUNDING.** The AFSC is seeking funding to update the county-wide CWPP. The CWPP has not been updated in almost 20 years, much has changed regarding project development strategy, community involvement, and fire risk since the development of the CWPP.

Amador County Coordinator: AFSC has received a second round of funding through the CA Fire Safe Council and funding from the Sierra Nevada Conservancy to provide county coordination. The County Coordinator works to assist partners in project development and grant writing as well as facilitating stakeholder meetings. The County Coordinator is in the executive staff of the AFSC.

2024-2025 Coordination will focus on:

- Initiating the Community Wildfire Protection Plan process, by developing a CWPP committee.
- Develop and refine internal AFSC project/program mapping.
- Develop coordinated county-wide mapping systems and databases for projects.
- Develop coordinated county-wide project prioritization criteria and project reporting systems.
- Develop a county-wide protocol and timeline for fuelbreak and roadside vegetation maintenance.
- Continued support of FWCs and community outreach and education.

Amador Fire Safe Council 2021-2023 Report



FIRE PREPAREDNESS THROUGH COORDINATION

Since its inception as a 501(c)(3) organization in 2001, the Amador Fire Safe Council (AFSC) has a proven track record of bringing together the communities, organizations, and landowners of Amador County to develop and implement strategic plans to reduce the potential for catastrophic wildfires. Our collaborators include the Amador Board of Supervisors, the Amador Resource Conservation District, the Bureau of Land Management, the USDA Forest Service, Sierra Pacific Industries, CALFIRE, Sierra Nevada Conservancy, PG&E, the Amador Fire Protection District and the five local fire protection districts and Firewise Communities.

AFSC is led by a dedicated 8-member volunteer Board. Board Members include: Pat Minyard, Connie Gonsalves, John Heissenbuttel, Susan Peters, Frank Leschinsky, Chris Dow, & Richard Yarnell

FIREWISE COMMUNITIES (FWC) AFSC & Amador Fire Protection District

have worked to help communities engaged in their fire preparedness through the development of Firewise Communities. In the last 3 years 33 FWCs have been formed in Amador County. AFSC provides assistance to FWCs through community formation, project development, start-up resource kits, quarterly Firewise Forums, and signage.



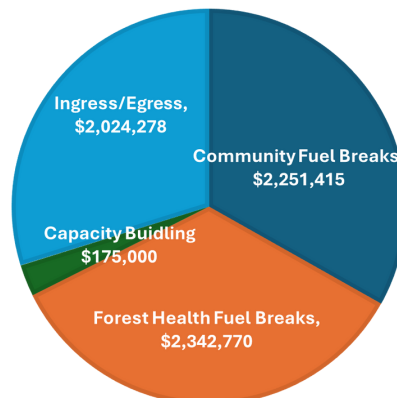
@AmadorFSC
 AmadorFireSafe.org
 Info@AmadorFireSafe.org

ACCOMPLISHMENTS SUMMARY

- 7 Fuels Breaks Treated/In-Development
- 725 Acres Treated
- 43.7 Miles Evacuation Route Improved
- 33 Firewise Communities Formed
- \$6.8 million AFSC Grant \$\$ Awarded

GRANT FUNDING

AFSC has been awarded \$6.8 million dollars in funding in the past 3 years to assist with forest health, evacuation route improvements, fire mitigation, community support and fire prevention education. The majority of this funding comes from state agencies like CalFire and the Sierra Nevada Conservancy. Just under 10% of funds come from other organizations like CA Fire Safe Council and PG&E. The AFSC Coordinator has worked with partners to bring \$23 million of funding to the region.

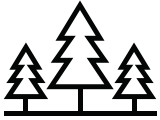


AFSC funding is equally divided between the 3 main types of on-the-ground projects the AFSC implements with a small amount of capacity building funds.

Funding is provided by the California Department of Forestry and Fire Protection ("CAL FIRE") as part of the California Climate Investment Program and with support of the California Fire Safe Council.

Amador Fire Safe Council's mission is to...

"protect the people of Amador County and their property from the catastrophic effects of wildfire through education, outreach, innovation and action."



FUEL BREAK DEVELOPMENT

The AFSC works with partners to plan, acquire funding, and implement strategic fuel breaks on private and public lands. Work includes the development of Community Fuel Breaks with FWCs and coordination with federal and state partners on forest health and fire prevention projects.

COMPLETED FUEL BREAKS

Tiger Creek - 318 acres treated on Bureau of Land Management Ground (BLM).

IN-PROGRESS FUEL BREAKS

Pine Acres - 82 acres treated on private & BLM

AmCo Stewardship - 174 acres treated on BLM

River Pines - 130 acres treated on private

Ohio Hill - 12 acres treated on private

Butte Mountain - 9 acres treated on private

Upper Rancheria - planning stage



**RIVER PINES
COMMUNITY FUEL BREAK**

AFSC STAFFING

AFSC staff are contracted employees through the Amador RCD. In the past 3 years the AFSC has grown from 1 to 5 part-time staff.

Amanda Watson - AFSC Coordinator

Dana Simpson - Finance Manager

Megan Watts - Outreach/FWC Coordinator

Gordon Long - Forestry Project Manager

Tamryn Zahradka- Forestry Resource Tech.

INGRESS & EGRESS IMPROVEMENT



Utilizing the mapping and planning effort conducted by the AFSC-developed, County Evacuation Route Committee AFSC improves ingress/egress by conducting vegetation management along critical evacuation routes. AFSC also reviews and implements projects submitted by community members. In the past 2 years the AFSC has treated roadside vegetation along a total of 43.7 miles.

6.5 MILES OF PRIVATE ROADS TREATED

37.2 MILES OF COUNTY ROADS TREATED



8% OF COUNTY ROADS TREATED

The AFSC developed partnership agreements with Amador Resource Conservation District and the Amador Fire Protection District. These agreements help to build the capacity for all organizations through resource and staff sharing.

CAPACITY BUILDING & PARTNERSHIP

Through the Amador County Fuels Reduction Coordination Grant AFSC has fostered partnerships and developed new relationships. The Coordinator funding has built capacity, increased grant funding for programs, strengthened regional coordination, and improved the safety of Amador County from wildfire. This funding fills a gap in traditional grant funding; providing funds for staff to engage in partnerships and thoughtfully develop strategic programs and grant applications that will best serve the County.

Funding is provided by the California Department of Forestry and Fire Protection ("CAL FIRE") as part of the California Climate Investment Program and with support of the California Fire Safe Council.



Areas of Focus: Working Lands Assistance, Forest Health, Fire Resilience

Forest Health

Jackson Creek Watershed Forest Health Project: This project is currently working with private property owners to implement mastication and grazing within Jackson Creek watershed. To date, 324 acres have been treated. This program will also help landowners develop Rx burn plans.

Small Landowner Forest Health Technical Assistance: In partnership with the Natural Resource Conservation Service (NRCS) the ARCD provides technical assistance and a path toward potential forest health practice implementation funding through the NRCS cost-share programs.

- In the past year, Amador RCD staff has assisted 7 landowners in Amador County in applying for funding through NRCS programs to implement forestry practices on privately managed lands.

Community Forest Health Assistance Project: **NEW PROGRAM** This assistance will help groups of landowners develop forest health plans and submit collaborative proposals to NRCS cost-share programs and other funding sources.

Fire Resilience

Mitchell Mine Maintenance and Demonstration Project: ARCD has conducted maintenance on 169.7 acres of the fuelbreak. Additional acres for maintenance will be identified for treatment in Fall 2024 and Spring 2025. ARCD and Cooperative Extension have developed a demonstration project along Lupe Road to show the efficacy of different maintenance treatments.

Chipping Program: ARCD is implementing a residential fuels Roadside Chipping program, a Neighborhood Chipping program, and Community Chipping events to help encourage continued vegetation maintenance in the county. Residents can apply online for free chipping services.

Funding for this program expires in March 2025.

- In the 2 years, Amador RCD has assisted 221 residents in treating 270 acres and hosted 11 Community Chipping Days. The ARCD is also assisting in providing green waste bins throughout the county.

Defensible Space Program: ARCD is in the process of developing a newly awarded project to assist seniors treat defensible space and dead and dying trees on their properties.

Working Lands Assistance Program

Amador, Alpine, Calaveras, Tuolumne Natural and Working Lands (NWL) Hub: This collaborative effort of RCDs helps to develop landscape-scale projects under the RCDs' agriculture and forest health programs. Through this program, the ARCD is working with partner RCDs to develop a regional natural resource database/guide that will be available to residents and land managers to search for available assistance.

- Amador RCD has received \$1.6 million of grant funding from the Department of Conservation to provide regional coordination to develop a Natural and Working Lands Hub. The NWL hub will

provide meaningful assistance to agricultural operations and partners in project planning and implementation. This funding will also allow the RCD to hire additional technical assistance providers to support Alpine, Amador, Calaveras, and Tuolumne counties.

Internal County Natural Resource Programs Database: Development is currently in progress with Ag. Commissioner staff hosting the database. This database will house programs available to residents and businesses within Amador County for natural resources management. The staff of the Ag./GSA building can query the database to provide contact information to the public or partners.

Healthy Soils Technical Assistance (TA) on Working Lands: Amador RCD staff provides TA to agricultural operations to apply for soil health practice implementation funding on working lands. In the last year, Amador RCD staff has assisted 34 ag. operators in submitting applications for funding to various programs. If funding is awarded Amador RCD staff will help awardees navigate the funding/implementation process.

- Amador RCD was instrumental in the block grant application awarded to Placer RCD, which will provide \$3.4 million to agricultural producers in the Central Sierra Region to implement soil health practices.

Wildlife Structures Project: Amador RCD in partnership with Calaveras and Tuolumne RCDs will provide habitat structures (raptor, bluebird, and bat boxes) on ~140 properties in the next 2 years.

Pollinator Habitat Project: Amador RCD will assist at least 2 properties in developing pollinator habitat through the installation of riparian corridors and hedgerow plantings on working lands. The Amador RCD hopes to increase this assistance as funding is available.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 9, 2024

SUBJECT

Abandoned Vehicle Abatement Authority Tax Measure: Discussion and possible action regarding a resolution calling for an election regarding a \$1 registration fee on vehicles to fund the abatement of abandoned vehicles.

Recommendation:

Adopt the Resolution calling for a measure on the November 5, 2024 election ballot on the question of renewing the Abandoned Vehicle Abatement (“AVA”) Fee for 10 years.

4/5 vote required:

No

Distribution Instructions:

County Counsel, Elections, Code Enforcement., File

ATTACHMENTS

- [Staff Report re AVA 7.3.24.docx](#)
- [Draft Resolution for 2024 AVA ballot measuredocx.docx](#)
- [Draft Arg in Favor 2024.docx](#)
- [Measure Calendar.pdf](#)



GREGORY GILLOTT
County Counsel

LESLEY GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA CREACH, LEGAL ASST.

STAFF REPORT

TO: Board of Supervisors
FROM: Greg Gillott, County Counsel
DATE: July 3, 2024
RE: Resolution Calling for an Election Regarding AVA Fee

The Amador County Vehicle Abatement Authority was established in 1990 pursuant to Vehicle code 9250.7. The AVA is responsible for the abatement, removal, or disposal as a public nuisance of any abandoned, wrecked, dismantled, or inoperative vehicle, or part of the vehicle from private or public property throughout Amador County, including its incorporated cities. To support those activities, there had been, starting in 1990 a fee of \$1.00 per vehicle registration (\$3 for certain commercial vehicles), which is used exclusively for the abatement of abandoned vehicles in the County. That fee is collected by the DMV and distributed directly to the AVA. The State Controller also annually reviews the activities of the AVA, and the Controller has the authority to suspend the collection of the fee if it is determined that the funds are not being used appropriately or that the AVA has accumulated funds in excess of its needs for its abatement activities under Vehicle Code section 9250.7.

In 2001, Section 9250.7 was amended to require that abandoned vehicle fees be renewed every 10 years. In 2012 and in compliance with the statutory provisions for extension, the Board, along with the councils of all the incorporated cities, approved resolutions extending the County’s fee through April 20, 2022. However, the passage of Proposition 26 in 2010 altered the definitions of “fee” and “tax” under the California Constitution, which likely requires that the abandoned vehicle abatement fee to be treated as a tax that is subject to a voter approval requirement.

The continuation of the AVA Fee was place on the November 2012 ballot and was approved by over 2/3 of voters. Subsequently, when the AVA fee was again presented to voters in November of 2022, it did not pass.

Staff Report

TO: Board of Supervisors
DATE: July 3, 2024
PAGE: 2
RE: Resolution Calling for an Election Submitting Special Tax for Roads

At its meeting on October 24, 2024, again with the support of every incorporated city in the County, the Board adopted a resolution placing the question of the AVA fee on the November 5, 2024 ballot. The version of the resolution adopted needed changes, and so it was determined to bring a revised resolution back for consideration.

In draft resolution in your packet, there are two alternate versions of the ballot question for you to consider, and alternatively, the Board is free to revise the ballot question as it deems appropriate. Also in the packet is a draft Argument in Support of the Measure. The Board is free to revise as it deems appropriate; the deadline for initial arguments is July 30, 2024.

Possible Board Actions:

After any changes by the Board, approve the attached revised Resolution Calling for an Election regarding the AVA Measure for the November 5, 2024 election, and approve the language for the Argument in Support or give direction to staff to make changes and bring back at the next meeting.

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

IN THE MATTER OF:

RESOLUTION CALLING FOR AN ELECTION AND) RESOLUTION NO. 24-XX
PLACEMENT OF A MEASURE ON THE NOVEMBER 5, 2024)
BALLOT TO RENEW FEES PURSUANT TO)
VEHICLE CODE SECTIONS 9250.7 AND 22710)

WHEREAS, California Vehicle Code Sections 22710 and 9250.7 authorized the establishment of the Amador County Abandoned Vehicle Authority (“AVA”) in 1991 and the imposition of a fee on vehicles registered in Amador County, referred to as the AVA Fee; and

WHEREAS, these registration fees are used exclusively for the abatement, removal, and disposal of any abandoned, wrecked, dismantled, or inoperable vehicles or vehicle parts as public nuisances, on private or public property, to combat neighborhood blight and decay; and

WHEREAS, Vehicle Code Section 9250.7(g) allows an extension of the registration fees in increments of up to 10 years “if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee”; and

WHEREAS, the passage of Proposition 26 by California voters in 2010 altered the definitions of “fee” and “tax” under the California Constitution, which likely turned the extension of the abandoned vehicle abatement fee into a tax that is subject to a 2/3 voter approval requirement.

WHEREAS, due to the impact of Proposition 26, the Board of Supervisors first placed the renewal of the AVA fee on the November 6, 2012 ballot, where it was passed by voters and extended for 10 years; and

WHEREAS, unfortunately voters chose not to renew the AVA fee when it came up again on the November 8, 2022 ballot, causing the abandoned vehicle abatement program to lose its funding; and

WHEREAS, because this funding is necessary to continue the vitally important vehicle abatement program, the Board of Supervisors, supported by every incorporated city in the county, voted on November 24, 2023, to place a measure for the AVA fee on the ballot again in November 5, 2024; and

WHEREAS, pursuant to Government Code Section 53724(c) and California Elections Code Section 10401, the election shall be consolidated with the statewide general election to be held on November 5, 2024.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF AMADOR COUNTY, CALIFORNIA DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

1. The Board approves the extension of the AVA Fee pursuant to Vehicle Code sections 9250.7 and 22710.
2. The Board hereby orders an election and submits to the electors of Amador County the question of whether the AVA Fee, as authorized by Vehicle Code sections 9250.7 and

RESOLUTION NO. 24-XXX

22710, shall be re-established for 10 years, as set forth more fully in the ballot proposition set forth below.

3. Pursuant to California Government Code Section 53724 and California Election Code Section 9140, an election is hereby called on the following ballot measure to renew the Abandoned Vehicle Abatement Program and associated fees within the County, and the ballot forms shall have printed on them the following words with regard to the measure:

MEASURE _____. Renewal of the Abandoned Vehicle Abatement Program and Fees.

Should the Amador County Vehicle Abatement Program and associated fee (one dollar per vehicle and three dollars for certain commercial vehicles) be re-established for a ten year period under California Vehicle Code Sections 9250.7 and 22710, to provide approximately \$53,000 per year to be used exclusively for the removal and disposal of abandoned and wrecked vehicles?

OR

To continue addressing community blight by removing and disposing abandoned and wrecked, or dismantled vehicles, shall the Abandoned Vehicle Abatement Program and the associated vehicle registration fee of \$1 per vehicle and \$3 per certain commercial vehicles be re-established for a ten year period, generating approximately \$55,000 annually to be used exclusively for the removal and disposal of abandoned and wrecked vehicles throughout the county and incorporated cities?

4. Pursuant to Government Code Section 53724(c) and California Elections Code Section 10401, the election on this ballot measure shall be consolidated with the statewide general election to be held on the November 5, 2024 ballot, and the County Registrar of Voters is directed to take any and all necessary steps to conduct the consolidated election.
5. Arguments in favor of and in opposition to the ballot measure and rebuttal arguments shall be permitted. The County hereby adopts the provisions of Elections Code Sections 9161 through 9167 regarding the acceptance of arguments relating to ballot measures. The County Clerk shall fix the dates for submittal of arguments and rebuttals as provided for in the Elections Code.
6. The County Counsel is directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9160(b).
7. Upon approval of this measure by at least two-thirds of the registered voters voting on the measure, the Board will be authorized to re-establish the AVA Fee for 10 years.

RESOLUTION NO. 24-XXX

8. This Resolution shall take effect on and after its adoption.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of July 2024, by the following vote:

AYES: Jeff Brown, Brian Oneto, Richard Forster, Patrick Crew, Frank Axe
NOES: None
ABSENT: None

Brian Oneto, Chairman, Board of Supervisors

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

RESOLUTION NO. 24-XXX

ARGUMENT IN FAVOR OF MEASURE ____

YES on Measure ____ to keep abandoned and inoperable vehicles out of our communities and off our streets! YES on Measure ____ will continue to fund the Amador County Vehicle Abatement Authority (“AVA”), which has been dedicated to keeping our neighborhoods free of blight caused by abandoned and inoperable vehicles for thirty years by removing those vehicles and parts of vehicles from throughout the cities and the unincorporated county.

YES on Measure ____ will fund the AVA through an annual fee of \$1 on vehicles registered in the County with the DMV (\$3 on certain commercial vehicles). The revenue from the fee can only be used to support the AVA and its abatement activities, and if the fees are used improperly or if the AVA accumulated more revenue than is necessary, the State Controller can suspend the fee. Since, 1992, the AVA has removed approximately 4,817 abandoned vehicles from our communities. In the 2022-2024 fiscal years, the AVA abated 180 vehicles. If this measure passes and the funding is reinstated, it is estimated that approximately 100 vehicles will be abated this coming fiscal year. If this measure fails, the AVA’s funding reserves will run out, and this important tool for addressing the blight caused by abandoned vehicles in our community will go away.

YES on Measure ____ is supported by:

The Amador County Board of Supervisors
City of Amador City
City of Lone
City of Jackson
City of Plymouth
City of Sutter Creek

YES on Measure ____ benefits all of us in the cities and unincorporated county by providing local governments with the resources to deal with abandoned vehicles.

Vote YES on Measure ____.

Brian Oneto, Chairman, Amador County Board of Supervisors

Measure Calendar

Presidential General Election – November 5, 2024

Code references, unless otherwise stated, refer to California Election Code (EC) & Government Code (GC).

Last Day for Measure Consolidation

July 19, 2024
E-109

Resolution Requesting Measure Consolidation - must be submitted to the Board of Supervisors; a copy of the resolution is to be provided to the Elections Department.

Resolution to include: Request for ROV to provide services, ballot question (75 word limit), passage requirements, full text (including Tax Rate Statement and Fiscal Impact Report, if applicable). **Cities** - Impartial Analysis to be filed with resolution. **Schools & Districts** – County elections official will request Analysis.

Date required by Amador County Elections Department
[EC§9160, 9222, 9280, 9313, 9500, 10403](#)

July 19 – July 26
E-109 – E-102

Publication – Notice of election date, ballot question, primary & rebuttal argument deadlines:

- **County, School & Special District Measures**, the required notices will be published by the Elections Department.

EC§9163, 9502

- **Municipal Measures**, the **City Clerk** will publish the required notice.

Date required by Amador County Elections Department
[EC§9286, 12102](#)

July 20 – July 30
E-108 – E-98

10-Day Public Examination Period of Measure

Date required by Amador County Elections Department
[EC§9190, 9380, 9286, 9295, 9509](#)

July 30, 2024
4:30 p.m. on E-98

Deadline: Primary Arguments In Favor or Against

Argument deadlines may be different for City Measures, in non-statewide elections, check with the City Clerk.

Date required by Amador County Elections Department
[GC§57146; EC§9162, 9286\(b\), 9316, 9502](#)

July 31 – August 10*
E-97– E-87

10-Day Public Examination Period for Primary Arguments

(*Deadline adjusted for weekend.)

Date required by Amador County Elections Department
[EC§9190, 9380, 9286, 9295, 9509](#)

August 12, 2024
4:30 p.m. on E-85

Deadline: Rebuttal to Arguments In Favor or Against

There will only be a rebuttal argument filing period, if both an argument in favor and an argument against are filed during the primary argument period.

Date required by Amador County Elections Department
[EC§9163, 9167, 9285, 9286, 9316, 9317, 9502, 9504](#)

August 13 – August 23
E-84 – E-74

10-Day Public Examination Period for Rebuttal Arguments

Date required by Amador County Elections Department
[EC§9190, 9380, 9286, 9295, 9509](#)

September 6, 2024
E-60

Military & Overseas Voter Information & Ballot Mailing starts

[EC§3105](#)

November 5, 2024

Election Day

[EC§1000](#)

*When a deadline falls on a weekend or holiday, such act may be performed on the next business day. [EC§15; GC§6700, 6701](#)

This calendar is for general information only and does not have the force and effect of law, regulations or rule. In case of conflict, the law, regulation or rule will apply.

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: July 9, 2024

SUBJECT

Presentation by Jim Rooney, County Assessor, regarding the tax roll and changes since last year

Recommendation:

Discussion only - no action requested

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 9, 2024

SUBJECT

Review and possible approval of the June 25, 2024 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [June 25, 2024 DRAFT Minutes.docx](#)

**Amador County Board of Supervisors
ACTION MINUTES**

REGULAR MEETING

DATE: Tuesday, June 25, 2024
TIME: 9:00 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present on Roll Call:

Patrick Crew, District I –Vice-Chairman
Frank U. Axe, District IV
Richard M. Forster, District II
Jeff Brown, District III Jeff Brown, District III

Staff: Charles T. Iley, County Administrative Officer
Gregory Gillott, County Counsel
Jennifer Burns, Clerk of the Board

Absent: Brian Oneto, District V-Chairman (due to planned vacation)

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

CLOSED SESSION 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). **At 8:30 a.m., the Board convened into closed session.**

CONFERENCE WITH COUNTY COUNSEL: EXISTING LITIGATION-Government Code 54956.9(d)

Jerrett Linzmeier-Workers Compensation Claim Nos.: 20232000560 and 20232000553

ACTION: Direction given to staff.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: County Negotiators: Charles T. Iley, County Administrative Officer, Jon Hopkins, General Services Director

PROPERTY: APN 044-010-116-000 – Hangar #30 Lucas
APN 044-010-116-000 – Hangar #38 MacClanahan
APN 044-010-116-000 – Hangar #44 Todd
APN 044-010-116-000 – Hangar #58 Maiorana
APN 044-010-116-000 – Hangar #60 Klingborg
APN 044-010-116-000 – Hangar #89 Paradis
APN 044-010-116-000 – Hangar #95 Regan
APN 044-010-116-000 – Hangar #98 Kovacevich
APN 044-010-116-000 – Hangar #104 Cornell
APN 044-010-116-000 – Hangar #110 Luy
APN 044-010-116-000 – Hangar #117 Coe
APN 044-010-116-000 – Hangar #155 Richards
APN 044-010-116-000 – Hangars #166 McKeage
APN 044-010-116-000 – Hangar #167 Catto

NEGOTIATING PARTIES: Chapman Lucas - No Lease
Ray MacClanahan - No Lease
Robert Todd - No Lease
Anthony Maiorana - No Lease
Paul Klingborg - Month to month parking permit
Bob Paradis - No Lease
Dennis Regan - No Lease
Nick Kovacevich - Month to month parking permit
Mark Cornell - No Lease
Jon Luy - No Lease
Susanne Coe - Month to month parking permit
David Richards - Expiring 30-year lease in October
Aaron McKeage - No Lease
Sara Catto - No Lease

ACTION: Direction given to staff.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6

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.

ACTION: Direction given to staff.

Confidential Minutes: Review and possible approval of the June 11, 2024 Confidential Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously, to approve the June 11, 2024 Confidential Minutes.

Ayes: Supervisors Forster, Axe, Brown and Crew

Noes: None

Absent: Supervisor Oneto

PLEDGE OF ALLEGIANCE: Vice-Chairman Crew led the Board and the public in the *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**.

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.)

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously to approve the agenda as presented.

Ayes: Supervisors Forster, Axe, Brown and Crew

Noes: None

Absent: Supervisor Oneto

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).

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Brown, seconded by Supervisor Axe and carried unanimously to approve the consent agenda as presented.

Ayes: Supervisors Forster, Axe, Brown and Crew

Noes: None

Absent: Supervisor Oneto

REGULAR AGENDA

Amador County Homeless Task Force: Presentation regarding the 5th Annual Homeless Resource Fair that took place on May 19-20 at Detert Park in Jackson.

Mr. Tyx Pulskamp and Ms. Trixxie Smith took this time to provide an informative Power Point presentation for the Board outlining the recent Annual Homeless Resource Fair. A complete copy of the presentation is hereby incorporated into these minutes as though set forth in full.

ACTION: Presentation only.

Transactions and Use (Sales) Tax for Roads: Discussion and possible action regarding a resolution calling an election to submit to voters a ballot measure to levy a limited-term 0.5% sales tax in the unincorporated count for roads.

Mr. Greg Gillott, County Counsel, summarized the staff relative to this matter which is hereby incorporated into these minutes as though set forth in full.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to adopt the following Resolution.

Ayes: Supervisors Axe, Brown, Forster and Crew

Noes: None

Absent: Supervisor Oneto

RESOLUTION NO. 24-083

Resolution calling an Election to submit to the voters a ballot measure to levy a limited-term 0.75% Transactions and Use Tax in the unincorporated County for roads, approval of the Ordinance for submission to voters, to conduct the Election, providing for the submission of ballot arguments for and against the Measure, and direction the County Counsel to prepare an impartial analysis.

General Services Administration: Update on grant progress and grant seeking opportunities.

Ms. Karen Warburton, GSA Senior Administrative Analyst, addressed the Board and stated staff has been successful at finding and being awarded several grants, which are currently in various stages of implementation. In addition, Ms. Warburton noted several applications for additional grants have been submitted. A complete report of outstanding and completed grants is hereby incorporated into these minutes as though set forth in full.

ACTION: Update only.

Administrative Agency: Discussion and possible action relative to a letter of opposition from the Board of Supervisors relative to AB2797, which would enact AT&T's previous request to the CPUC to no longer be the Carrier of Last Resort for the State.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to authorize the Chairman's signature on a letter of opposition regarding AB2797.

Ayes: Supervisors Axe, Brown, Forster and Crew

Noes: None

Absent: Supervisor Oneto

Minutes: Review and possible approval of the June 11, 2024 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and carried unanimously, to approve the June 11, 2024 Board of Supervisors Meeting Minutes.

Ayes: Supervisors Axe, Brown, Forster and Crew

Noes: None

Absent: Supervisor Oneto

PUBLIC HEARING 10:30 A.M.

Planning Department: Consideration of the Planning Commission's recommendation to approve a Variance (V-24;3-1) from the front twenty-five (25) foot setback requirement, to allow construction of a two-car garage and an enclosed unconditioned entry way addition approximately 19'-6" into the 25'-0" front setback for APN: 026-171-009.

Mr. Roger Pitto, County Surveyor, addressed the Board and summarized the staff report relative to this matter.

Discussion ensued with the following actions being taken.

ACTION #1: Public Hearing closed pursuant to the following motion.

MOTION #1: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimous sly carried, to close the public hearing.

Ayes: Supervisors Axe, Brown, Forster and Crew

Noes: None

Absent: Supervisor Oneto

ACTION #2: Direction given pursuant to the following motion.

MOTION #2: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to adopt the following Resolution approving abandonment of a Public Utility Easement for Ryan Hughes.

Ayes: Supervisors Axe, Brown, Forster and Crew

Noes: None

Absent: Supervisor Oneto

RESOLUTION NO. 24-084

Resolution approving abandonment of a Public Utility Easement for Ryan Hughes.

Planning Department: Discussion and possible action relative to the Planning Commission's recommendation to approve proposed amendments to the County's winery ordinances and noise ordinance to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

Mr. Chuck Beatty, Planning Director, addressed the Board and summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full.

Discussion ensued with direction being given to staff to revise the Planning Commission's recommendation to approve proposed amendments to the County's "winery ordinances" to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district. The suggested revision would be to modify the Planning Commission's recommendation to include previously considered language that limits the expanded tasting room and event uses to wineries accessed from the following preferred roads: **State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road.**

ACTION: Public Hearing continued pursuant to the following Motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to continue this Public Hearing to a date and time certain of July 9, 2024 at 10:30 a.m. to consider the amendments suggested above.

Ayes: Supervisors Axe, Brown, Forster and Crew

Noes: None

Absent: Supervisor Oneto

ADJOURNMENT: Until Tuesday, July 9, 2024 at 8:30 a.m.

Patrick Crew, Vice-Chairman

ATTEST:

JENNIFER BURNS,
Clerk of the Board of Supervisors

June 25, 2024 CONSENT MINUTES

7.a. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000

ACTION: Approved

7.b. California School Cash Reserve Program-2024-2025 Pool Bonds/Certificates of Participation: Decline to issue TRANs (Temporary Revenue Anticipation Notes) on behalf of the School District. This would typically be done if the County were required to borrow for short term cash flow purposes. Staff does not anticipate the need to issue TRANs. The School District will then be able to issue these notes on their own.

ACTION: Approved

7.c. Behavioral Health Agreement with Progress House for SUD residential services.

ACTION: Approved

7.d. Budget Increase for the Board of Supervisor's budget to deposit and route grant funds to the Amador Fire Safe Council. No additional General Fund dollars are being committed.

ACTION: Approved

7.e. Treasurer/Tax Collector: Resolution Authorizing Distribution of Excess Proceeds from March 13-15, 2023, Public Auction Sale.

ACTION: Approved-Resolution No. 24-085

7.f. Budget increase from Contingencies to Facilities to fund repairs to the County Administration Center boiler.

ACTION: Approved

7.g. Budget increase from Contingencies to the Recorder's budget to cover the unanticipated full cost of the annual software renewal that supports the public facing index.

ACTION: Approved

7.h. ITB 24-16 2024 Public Works Ditching Project.

ACTION: Approved

7.i. Budget Increase for DG Granade invoice for Sheriff's Office Warehouse build.

ACTION: Approved

7.j. Request to Advertise ITB 24-12, 2024 County Road Striping Program.

ACTION: Approved

7.k. Sheriff's Office Resolution Approving Undersheriff as the Authorized Official for Grant Funding through the State of California, Department of California Highway Patrol, Cannabis Tax Fund Grant Program for fiscal year 2024-2025.

ACTION: Approved-Resolution No. 24-086

7.l. Airport: Approval of a budget increase for 7900-52900 (Fuel Purchases) and 7900-46009 (Fuel Revenue) of \$13,000.00 to purchase Jet-A fuel prior to the beginning of FY 2024/25 to account for actual expenditures to date.

ACTION: Approved

7.m. Budget Increase Request for Memorial Hall to accommodate the previously approved contribution to Plymouth for the Veterans Memorial Park. These funds will come from the Memorial Hall Fund, not the General Fund.

ACTION: Approved

7.n. Reclassification Requests for the 2024-2025 Fiscal Year. These items are all contained within the 24/25 budget.

ACTION: Approved

7.o. County Counsel, Assistant County Counsel and Deputy County Counsel I, II and III modified job descriptions.

ACTION: Approved

7.p. Resolution Relative to Salaries and Fringe Benefits for Management Employees.

ACTION: Approved-Resolution No. 24-087

7.q. Consolidated Salary Schedule.

ACTION: Approved

7.r. Approval of the Agreement between Amador County Public Health and the Department of Health Care Services (DHCS) and the County-Based Medi-Cal Administrative Activities (CMAA) Program.

ACTION: Approved

7.s. Social Services Job Descriptions, Wage Increases and Reclassifications.

ACTION: Approved

7.t. State Route 88/Pine Grove Corridor Improvement Project (Project) First Amendment to Consulting Services Agreement 15-06 Task Order #2 with Bender Rosenthal, Inc. Professional Engineering Services for Right of Way.

ACTION: Approved

DRAFT

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: July 9, 2024

SUBJECT

Consideration of the Planning Commission's recommendation to approve proposed amendments to the County's winery ordinances and noise ordinance to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

Recommendation:

Following the public hearing, the Board may approve, reject, or modify the proposed zoning code amendments.

4/5 vote required:

No

Distribution Instructions:

Planning

ATTACHMENTS

- [Staff Report and Winery Ordinance Revisions.REVISED FOR PREFERRED ROAD LIST.pdf](#)
- [Proposed Winery Ordinances.REVISED FOR PREFERRED ROAD LIST.docx](#)
- [Proposed Noise Ordinance Amendment.docx](#)
- [PC Minutes excerpt 05-14-24.docx](#)
- [Comments through 07.01.24.pdf](#)

STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: JULY 9, 2024

PROJECT DESCRIPTION – Continuation of the public hearing for consideration of the Planning Commission's recommendation to approve proposed amendments to the County's "winery ordinances" to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district. The Planning Commission's recommendation has been modified to include to include previously considered language that limits the expanded tasting room and event uses to wineries accessed from the following preferred roads: State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road. The changes are highlighted in the staff report and draft ordinance for convenience.

Applicant: County of Amador

Supervisory Districts: All

Location: The amendments would apply in the A/Agricultural, R1A/Single-family Residential zoning districts, and future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning districts.

The potential for wine tasting rooms and their ancillary activities to have adverse effects on the environment prompted the Board of Supervisors' Land Use Committee to initiate discussions with the local wine industry and the public about ways to mitigate and minimize future impacts.

The impacts that have generated the most public concern are noise, traffic, and lighting which are often attributable to social gatherings and events with attendance numbers that exceed those of customary wine production, tasting, and marketing. Large gatherings can have a diminishing effect on the integrity of agricultural regions when they are focused more toward the event and entertainment industry than the production and marketing of wine.

The general discussion with the wine industry and the public began in 2021 following the Planning Commission's recommendation that the County reassess its practice of exempting new Williamson Act enrollments from CEQA analysis due to the potential expansion of land uses allowed by contract. This led the Board to consider amending the County Code to require full CEQA analysis for new tasting rooms through the use permit process. Ultimately, the concept was rejected in favor of a broader review of the existing codes.

The Board's Land Use Committee began review of the codes related to wineries in April, 2022, and the issue was a discussion item during ten of the Committee's meetings through November, 2023. The Committee received significant input from the public, individual winery operators, and the Amador Vintners Association.

Recommendations for making change to the winery codes ranged from requests for no change to suggestions that most events be prohibited. Numerous draft ordinances were circulated to give all of the interested parties an opportunity to review and comment on the various proposals. Throughout the process, the primary concerns and discussion points were:

- Maintaining the agricultural integrity and character of the County
- Maintaining a balance between regional economic development and quality of life
- Mitigation of future winery, tasting room, and event impacts without penalizing existing facilities
- Regulations that are based on parcel size and type rather than a one-size-fits-all approach
- Property setbacks based on event intensity or frequency rather than specific on-site uses
- Minimizing traffic impacts by spreading events and tasting room hours throughout the week rather than limiting operating hours or event days
- Increasing public education through better dissemination of rules and regulations
- Allowing existing facilities to continue operations under current ordinances rather than creating non-conforming uses
- Prioritizing agricultural use (vineyards, wine production, wine tasting) over entertainment (special events, concerts)
- Applying the County noise ordinance to wineries, tasting rooms, and events
- Enforcement of existing and new rules

To address these issues and limit future impacts to the County's agricultural regions, the Land Use Committee recommended changes to future winery, tasting room, and event operations based on attendance levels, setback distances, and access from a preferred road. During the Planning Commission's review of the proposed amendments, the following recommendations were made:

- The County's nuisance noise ordinance should be amended to include enforcement of noise violations from wineries, tasting rooms, and event locations.
- The General Plan noise limits for sound levels at adjoining parcels of 75 dB daytime; 65 dB nighttime (10pm to 7am) should remain in effect rather than adjusting decibel levels or the end time for amplified sound.
- The draft ordinances should require a 50-foot parking setback from existing residences and a 100-foot setback for idling vehicles, but no time limit on idling.
- The preferred road location criterion should be eliminated in favor of applying the emergency access and off-site improvement mitigation measures. The criterion was restored as a prerequisite for ancillary uses that exceed the base uses following the Board of Supervisors review during the June 25, 2024, public hearing.

The primary changes to winery, tasting room, and event locations are listed below

- Wineries that meet the zoning code definition of a winery, which means that it 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,” prior to the effective date of the ordinance revisions will be allowed to continue operations, including expansions, under the terms of existing ordinances which will remain in place
- Wineries established on or after the effective date of the ordinance revisions will meet the terms of the new ordinances
- Attendance levels for events at new wineries will be based on the setback distance of event use areas from adjoining properties not under the ownership of the winery operator and the facility’s access from a preferred road
- New wineries with setbacks less than 200 feet, or not accessed from a preferred road, will be allowed the following base hours of operation and event types/sizes:
 - tasting room hours of 10am to 6pm, 7 days/week
 - participation in Amador Vintners Association sanctioned events
 - 12 wine club events per year with up to 200 attendees
 - 6 social events per year with up to 60 attendees
- New wineries with a 200-foot setback for event use areas, and are accessed from a preferred road, will be allowed an additional 12 social events per year with up to 200 attendees
- New wineries with a 400-foot setback for event use areas, and are accessed from a preferred road, will be allowed an additional 12 social events per year with up to 250 attendees and 12 special events per year with up to 300 attendees
- Parking areas will be required to be setback 50 feet from residential properties with an existing residence located on property not owned by the winery operator. The setback. The setback for idling vehicles is 100 feet from residential properties with an existing residence located on property not owned by the winery operator.

Planning Commission Action: Following a public hearing on May 14, 2024, the Planning Commission recommended that the Board of Supervisors approve the zoning code amendments and adopt a Notice of Exemption per Class 7 and Class 8 of the CEQA Guidelines.

Prior Board Action: During the public hearing on June 25, 2024, the Board directed staff to revise the proposed ordinances to include previously considered language that limits the expanded event uses for wineries with 200- and 400-foot setbacks to only wineries accessed from State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road , and Willow Creek Road.

Board Action: Following the public hearing, the Board may approve, reject, or modify the proposed zoning code amendments. If the Board moves to approve the amendments, the findings below are recommended for inclusion with the motion and action.

Recommended Findings:

1. The adoption of amended Chapter 19.48.140 is Categorical Exempt from the California Environmental Quality Act per Sections 15061(b)(3), 15307, and 15308 of the CEQA Guidelines.

2. Projects under Section 15061(b)(3) are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 15307 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

Section 15308 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

3. Following the Board of Supervisors adoption of the proposed ordinance amendment, a Notice of Exemption will be filed with the County Recorder.

SUMMARY OF PROPOSED CHANGES, **UPDATES HIGHLIGHTED PER BOARD DIRECTION ON JUNE 25, 2024**

Existing Winery/Tasting/Event Uses *

- Compensated or non-compensated events with up to 125 persons in attendance with no limitation on number of events per year;

- Social gatherings or weddings for up to and including 450 persons up to and including 12 events per year with no more than 4 such events per month;

- Indoor or outdoor amplified music until 10:00 p.m.

***THESE RULES REMAIN IN PLACE FOR ALL EXISTING BONDED AND LICENSED WINERIES IN THE A/ AGRICULTURAL AND AG/ EXCLUSIVE AGRICULTURAL (WILLIAMSON ACT) ZONING DISTRICTS.**

***THESE RULES REMAIN IN PLACE FOR ALL PARCELS CURRENTLY ENROLLED IN A WILLAMSON ACT CONTRACT EVEN IF A WINERY HAS NOT BEEN ESTABLISHED ON THE PARCEL.**

Future Winery/Tasting/Event

Use limitations based on setbacks and preferred road locations. Preferred roads are State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road.

<200' setback for all indoor and outdoor event use areas, or not accessed from a Preferred Road

Base uses:

- Tasting room hours 10am–6pm, 7 days/week
- Participation in Amador Vintners Association events
- 12 Wine Club Events per year with up to 200 attendees (daily max)
- 6 Social Events per year with up to 60 attendees (daily max)

≥ 200' setback for all indoor and outdoor event use areas and accessed from a Preferred Road

Above base uses, and following additional uses:

- 12 Social Events per year with up to 200 attendees (daily max)

≥ 400' setback for all indoor and outdoor event use areas and accessed from a Preferred Road

Above base uses, and the following additional uses:

- 12 Social Events per year with up to 250 attendees (daily max)
- 12 Social Events per year with up to 300 attendees (daily max)

Rules Applicable to All Winery/Tasting/Event Uses:

1. The fire code official may require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

2. Event capacities shall be limited further by the parking accommodations on the property. All parking shall be on-site. Parking shall not encroach on roadways and shall not impede access including emergency vehicle access.

3. Parking areas shall be setback a minimum of 50 feet from any residential property that contains an existing residence not on the winery operator's property. Idling vehicles shall maintain a 100- foot clearance from any residential property that contains an existing residence not on the winery operator's property.

4. Compliance with all required clearances from the fire, health, and building departments.

5. Wineries located on private roads shall have a road maintenance agreement with a majority of the owners of the road, or obtain a use permit, before commencing any of the above uses.

6. Outdoor amplified sound shall terminate at 10:00 p.m.

NOTE: The following permitted winery uses are not affected by the proposed amendments: Winery tours; Wholesale and retail sales of wine and grape products; Picnic areas for winery-related activities; Art galleries with sales and framing; A food preparation facility for catering on-premises indoor or outdoor functions; Agricultural-related museums; Gift display area not to exceed 500 square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods.

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO AMEND TITLE 19)
(ZONING) OF THE AMADOR COUNTY CODE TO CONSIDER) RESOLUTION NO. 23-175
ADOPTING REGULATIONS FOR NEW WINERIES, TASTING)
ROOMS AND EVENT USE AREAS IN THE AG/EXCLUSIVE)
AGRICULTURE, A/AGRICULTURAL, AND RIA/SINGLE)
FAMILY RESIDENTIAL ZONING DISTRICTS)

WHEREAS, there are approximately 200,000 acres of agriculturally-zoned land in Amador County; and

WHEREAS, approximately half of the agriculturally zoned land in Amador County allows wineries and tasting rooms to conduct unlimited events with up to 125 attendees and 12 annual events with up to 450 attendees; and

WHEREAS, wineries, tasting rooms, and associated events have the potential to have adverse impacts on the environment that could be evaluated and mitigated through the adoption of stricter regulations for new such facilities; and

WHEREAS, the Board of Supervisors, on July 25, 2023, requested that this matter be placed on a future agenda for consideration; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of Amador, State of California, does hereby adopt a Resolution of Intention to direct staff and the Planning Commission to begin proceedings necessary to consider possible amendments to County Code Chapters 19.24.036, 19.24.40, and 19.24.45 to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and RIA/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

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 19th day of December, 2023, by the following vote:

AYES: Jeffrey Brown, Brian Oneto, Patrick Crew, Frank U. Axe, Richard Forster
NOES: None
ABSENT: None



Jeffrey Brown, Chairman, Board of Supervisors

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

(RESOLUTION 23-175

(12/19/
2023)

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 19.24.036, AG DISTRICT - USE REGULATIONS; CHAPTER 19.24.040 DISTRICT REGULATIONS - GENERALLY, A DISTRICT REGULATIONS; AND CHAPTER 19.24.045, R1A DISTRICT REGULATIONS, TO ESTABLISH REGULATIONS FOR FUTURE WINERIES, TASTING ROOMS, AND EVENT LOCATIONS IN THE A/AGRICULTURAL AND R1A/SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS, AND IN FUTURE ENROLLMENTS INTO THE AG/EXCLUSIVE AGRICULTURAL (WILLIAMSON ACT) ZONING DISTRICT.

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

SECTION I. Recitals of facts:

WHEREAS, the Amador County Board of Supervisors desires to provide opportunities for wineries, wine tasting rooms, and ancillary events in the agricultural areas of Amador County while promoting and protecting the rural, agricultural character of Amador County; and

WHEREAS, the Board of Supervisors determined that the existing regulations regarding wineries, wine tasting rooms, and ancillary events warrants amending to more adequately meet the needs and desires of the County; and

WHEREAS, the Board of Supervisors adopts this ordinance to amend Title 19 (Zoning) of the Amador County Code with findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare support such an amendment.

SECTION II. County Code Chapter 19.24.036(G)(32), is hereby amended by adding as follows:

32A. On parcels enrolled in a California Land Conservation Act contract prior to June 25, 2024, wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

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

B. Incidental uses for wineries on parcels enrolled in a California Land Conservation Act contract after July 09, 2024: Wineries as defined in Section 19.08.687 and the following incidental uses when located within an A-T or A-G General Plan designation, subject to providing off- street parking and meeting all necessary clearances from the fire, health, and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following incidental uses:

(1) Allowed incidental uses:

- i. Winery tours
- ii. Wholesale and retail sales of wine and grape products
- iii. Picnic areas for winery-related activities
- iv. Art galleries with sales and framing
- v. A food preparation facility for catering on-premises indoor or outdoor functions
- vi. Agricultural-related museums
- vii. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods
- viii. Outdoor amplified sound until 10:00 p.m.
- ix. Tasting rooms and event gatherings subject to the setback limitations provided in Section 19.24.036(32)(B)(2)

(2) Additional incidental use limitations based on setbacks and preferred road locations:

The following setback and preferred road location requirements apply to tasting rooms and other event structures. The setbacks also apply to events taking place on the property, whether in a structure or not. Event gatherings comprise “Wine Club Events,” “Social Events,” and “Special Events” (as defined in subsection (C) below) as well as any similar group events that are a nuisance pursuant to Section 9.44 of the Amador County Code. Events do not include winery tours that do not have the attributes of a Wine Club, Social Event, or Special Event. Production facilities and other structures that will not be used for wine tasting or events are not subject to these additional setback and preferred road location regulations.

i. For the purposes of this section, the terms below are defined as follows:

“Wine Club Events” are gatherings, special tastings, and dinners used to market a winery’s product.

“Social Events” are compensated or non-compensated catered social gatherings, dinners, and small weddings under one hundred twenty-five (125) attendees.

“Special Events” are compensated or non-compensated events held on- site that are not considered to be tasting or marketing activities allowed under subsections (b) and (c) above, such as charitable, promotional, facility rental events, weddings, concerts, parties, or other social gatherings with more than one hundred twenty-five (125) attendees.

“Setback” means the horizontal distance between an event use area and the nearest property boundary which separates the event use area from property not owned or controlled by the winery owner or operator.

“Preferred Roads” are State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road.

- ii. Wineries with a minimum setback of less than two hundred (200) feet for all indoor and outdoor event use areas, or not accessed from a preferred road, are allowed the following base uses:
 - 1. Operating a tasting room seven (7) days/week between the hours of 10am to 6pm
 - 2. Participation in Amador Vintners Association (or successor) events
 - 3. Wine Club Events: Twelve (12) per year with up to two hundred (200) attendees per day
 - 4. Social Events: Six (6) per year with up to sixty (60) attendees per day

- iii. Wineries that meet a minimum setback of two hundred (200) feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in Section B(2)(ii)1 through 4 above, and following additional uses:
 - a. Social Events: Twelve (12) per year with up to two hundred (200) attendees per day

- iv. Wineries that meet a minimum setback of four hundred (400) feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in Section B(2)(ii)1 through 4 above, and the following additional uses:
 - a. Social Events: Total twelve 12 per year with up to two hundred fifty (250) attendees per day
 - b. Special Events: Total twelve 12 per year with up to three hundred (300) people per day

C. Additional restrictions applicable to all Wineries:

- (1.) The fire code official may require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
- (2.) Event capacities shall be limited further by the parking accommodations on the property. All parking shall be on-site. Parking shall not encroach on roadways and shall not impede access, including emergency vehicle access.
- (3.) Parking areas shall be setback a minimum of fifty (50) feet from any existing residence not on property owned by the winery operator. Idling vehicles shall maintain a one hundred (100-) foot clearance from any existing residence not on property owned by the winery operator.
- (4.) Wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road or shall obtain a use permit pursuant to County Code Section 19.56 before commencing any of the permitted incidental uses.
- (5.) All permitted uses specified in this subsection shall be subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments.

SECTION III. County Code Chapter 19.24.036(H), is hereby amended as follows:

H. Duplicate tasting rooms. Wine tasting may be conducted under a duplicate Type-02 Winegrower license only if the winery with the master Type-02 license is located in Amador County, and the following standards are met:

1. On parcels enrolled in a California Land Conservation Act contract prior to July 9, 2024, uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.
 - a. A bona fide agricultural operation must be the primary use on the property;
 - b. The parcel shall be a minimum of forty acres in size;
 - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - e. The tasting room building shall be located a minimum of fifty feet from all property lines;
 - f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified music sound until ten p.m.
 - g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
 - h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten- day appeal period if no appeals are filed.
2. On parcels enrolled in a California Land Conservation Act contract after July 9, 2024, duplicate tasting rooms and events shall be regulated by Sections 32.B and 32.C, above.

SECTION IV. County Code Chapter 19.24.040, A District Regulations, Permitted Uses, Section 12, is hereby amended as follows:

12. Wineries as defined in Section 19.08.687 shall be permitted within an A-T or A-G General Plan designation, subject to the following provisions:

A. Wineries which existed prior to July 9, 2024:

(1) Wineries which existed and met the criteria of the winery definition in Section 19.08.687 prior to July 9, 2024, shall be allowed the following incidental uses and structures regardless of whether the incidental use or structure existed prior to July 9, 2024:

- i. Wine tasting;
- ii. Winery tours;
- iii. Wholesale and retail sales of wine and grape products
- iv. Events
 - a. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on number of events per year;
 - b. Compensated or non-compensated events with up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
- v. Picnic area(s) for winery-related activities;
- vi. Art galleries with sales and framing;
- vii. A food preparation facility for catering on-premises indoor or outdoor functions;
- viii. Agricultural-related museums;
- ix. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods;
- x. Outdoor amplified music sound until 10:00 p.m.

B. Incidental uses for wineries established on or after July 9, 2024:

Wineries which were established after and/or did not meet the criteria of the winery definition in Section 19.08.687 prior to July 9, 2024 shall be subject to the following:

(1) Allowed incidental uses:

- i. Winery tours
- ii. Wholesale and retail sales of wine and grape products
- iii. Picnic areas for winery-related activities
- iv. Art galleries with sales and framing
- v. A food preparation facility for catering on- premises indoor or outdoor functions
- vi. Agricultural-related museums
- vii. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods
- viii. Outdoor amplified sound until 10:00 p.m.
- ix. Tasting rooms and event gatherings subject to the setback limitations provided in Section 19.24.040(12)(B)(2).

(2) Additional incidental use limitations based on setbacks and preferred road locations: The following setback and preferred road location requirements apply to the tasting rooms and other event structures. The setbacks also apply to the events taking place on the property, whether in a structure or not. Events comprise "Special Events," "Social Events," and "Wine Club Events" as defined in subsection 2.i, below, as well as any similar group events

that are a nuisance pursuant to Section 9.44 of the Amador County Code. Events do not include winery tours that do not have the attributes of a Wine Club, Social Event, or Special Event. Production facilities and other structures that will not be used for wine tasting or events are not subject to these additional setback and preferred road location regulations.

i. For the purposes of this section, the terms below are defined as follows:

“Wine Club Events” are gatherings, special tastings, and dinners used to market a winery’s product.

“Social Events” are compensated or non-compensated catered social gatherings, dinners, and small weddings under one hundred twenty-five (125) attendees.

“Special Events” are compensated or non-compensated events held on-site that are not considered to be tasting or marketing activities allowed under subsections (b) and (c) above, such as charitable, promotional, facility rental events, weddings, concerts, parties, or other social gatherings with more than one hundred twenty-five (125) attendees.

“Setback” means the horizontal distance between an event use area and the nearest property boundary which separates the event use area from property not owned or controlled by the winery owner or operator.

“Preferred Roads” are State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road.

ii. Wineries with a minimum setback of less than two hundred (200) for all indoor and outdoor event use areas, or are not accessed from a preferred road, are allowed the following base uses:

1. Operating a tasting room seven (7) days/week between the hours of 10am to 6pm;
2. Participation in Amador Vintners Association (or successor) events;
3. Wine Club Events: Twelve (12) per year with up to two hundred (200) attendees per day;
4. Social Events: Six (6) per year with up to sixty (60) attendees per day

iii. Wineries that meet a minimum setback of two hundred (200) feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in Section B(2)(ii)1 through 4 above, and following additional uses:

1. Social Events: Total twelve (12) per year with up to two hundred (200) attendees per day

iv. Wineries that meet a minimum setback of 400 feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in Section B(2)(ii)1 through 4 above, and the following additional uses:

1. Social Events: Total twelve (12) per year with up to two hundred fifty (250) attendees per day
2. Special Events: Total twelve (12) per year with up to three hundred (300) people per day

C. Additional restrictions applicable to all Wineries:

1. The fire code official may require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
2. Event capacities shall be limited further by the parking accommodations on the property. All parking shall be on-site. Parking shall not encroach on roadways and shall not impede access, including emergency vehicle access.
3. Parking areas shall be setback a minimum of fifty (50) feet from any existing residence not on property owned by the winery operator. Idling vehicles shall maintain a one hundred (100-) foot clearance from any existing residence not on property owned by the winery operator.
4. Wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road or shall obtain a use permit pursuant to County Code Section 19.56 before commencing any of the permitted incidental uses.
5. All permitted uses specified in this Subsection 12 shall be subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments.

SECTION V. County Code Chapter 19.24.040, A District Regulations, Conditional Uses, Section 27, is hereby amended as follows:

- A. Duplicate tasting rooms for which a valid ABC Type-02 Winegrower license was issued on or prior to July 9, 2024:
 - a. The parcel shall be a minimum of ten acres in size;
 - b. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - c. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - d. The tasting room building shall be located a minimum of fifty feet from all property lines;
 - e. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:

- i. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified music until ten p.m.;
- f. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and publicworks;
- g. Uses described in this subsection 27 may be granted by the planning department, without public hearing, following public notice of the application. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.

B. Duplicate tasting rooms for which a valid Type-02 Winegrower license was issued after July 9, 2024 shall be regulated by Sections 12.B through 12.C, above.

SECTION VI. County Code Chapter 19.24.045(D)(3)(b), R1A District Regulations, Conditional Uses, Section 27, is hereby amended as follows:

b. Wine tasting rooms operated subject to a duplicate 02 license from the California Department of Alcohol Beverage Control may also be permitted subject to at least meeting the standards outlined in Section 19.24.040, District regulations--Generally, subsections 12 B through 12 C of the "A" agricultural zone district.

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

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of July, 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 CHAPTER 9.44.010(G), PUBLIC NUISANCE NOISE, TO ESTABLISH THAT WINERIES, TASTING ROOMS, AND EVENT LOCATIONS ARE SUBJECT TO THE COUNTY CODE NOISE STANDARDS.

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

SECTION I. Recitals of facts:

WHEREAS, the Amador County Board of Supervisors desires to provide opportunities for wineries, wine tasting rooms, and ancillary events in the agricultural areas of Amador County while promoting and protecting the rural, agricultural, quality of life of Amador County; and

WHEREAS, the Board of Supervisors determined that the existing regulations regarding wineries, wine tasting rooms, and ancillary events warrants amending to more adequately meet the needs and desires of the County; and

WHEREAS, the Board of Supervisors adopts this ordinance to amend Title 9 (Public Nuisance Noise) of the Amador County Code with findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare support such an amendment.

SECTION II. County Code Chapter 9.44.010(G), is hereby amended by adding as follows:

"G. Commercial and Industrial Exemption. This chapter only applies to residential uses, wineries, tasting rooms, and event locations. Any rental of residential property, including short-term rental of property through any websites used for that purpose, such as airbnb.com, vrbo.com, sublet.com, or corporatehousing.com, is deemed a residential use."

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

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 25th day of June, 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

Item 2 - Discussion and possible direction to staff regarding proposed amendments to the County's "winery ordinances" to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

Applicant: County of Amador

Supervisory Districts: All

Location: The amendments would apply in the A/Agricultural, R1A/Single-family Residential zoning districts, and AG/Exclusive Agricultural (Williamson Act) zoning districts.

Mr. Beatty introduced the item and shared the staff report which is hereby incorporated by reference into these minutes as though set forth in full. He shared that there were four primary issues that were related to ancillary uses of wineries that the Board of Supervisors wanted direction on, and staff was given that direction at last Planning Commission meeting. He explained that proposed ordinance changes made based on the Commission's direction were:

- 1) amend the County's Nuisance Noise ordinance to include wineries, tasting rooms, and event locations;
- 2) maintain and keep the General Plan noise limits;
- 3) keep the parking setback from occupied residences in the draft to 50 feet and the idling setback at 100 with occupied residences being defined as not being on the winery property – he suggested that there may be discussion whether that should include parcels that are under the control and ownership of the winery;
- 4) eliminate the major/minor roadway designations.

He stressed that was clear direction from the Board and the Land Use Committee that existing facilities that are licensed through the state Alcoholic Beverage Control department and federally bonded by the Alcohol Tax and Trade Bureau at the time the ordinance comes into effect will not be impacted by the change in the ordinance. He added that rules would not apply to Williamson Act contracts already into effect. He continued to go over potential changes on page 4 of the staff packet and said that changes would also apply to duplicate 02 licenses.

Commissioner Curtis asked where the setbacks are measured from.

Mr. Beatty responded from all property lines.

Vice Chair Munnerlyn asked if there are any questions for staff.

Commissioner Curtis asked if the winery, tasting room, and event room all need to have a 200 foot setback.

Mr. Beatty responded that a winery could have less than a 200 foot setback, but if they want additional uses for a tasting room or events, they need to have a 200 foot setback.

Commissioner Curtis said some tasting rooms are in the cities and asked if it is possible to have a tasting room on a one acre parcel down the highway if it is not on their property.

Mr. Beatty responded that the duplicates licenses are used are a separate parcel, and if it is a new facility, that it would need to be setback at least 200 feet in order to do access the ancillary uses. He stated that if it is in an agricultural zone, the minimum parcels sizes are 5 acres or 40 acres.

Commissioner Munnerlyn said that social events and special events are the only types of uses that do not need to be tied to an agricultural product from Amador County.

Mr. Beatty stated that it is implied that an agricultural use it is tied to the winery and the offering or sale of the product.

Vice Chair Munnerlyn said that Williamson Act properties have specific language about being tied to agricultural products produced in Amador County. She asked if non-Williamson Act properties do not have to be.

Mr. Beatty responded not specifically, but in order to have those type of events or have a tasting room they have to have a licensed and bonded winery.

Gage Marchini, with Abbott & Kindermann and on behalf of Domenco Winery, shared that he wants to thank staff for working collaboratively and speaking with them and that they appreciate changes made that will help the ordinance be more clear. He said that he believes though that there will be difficulty with implementation and enforcement of parking lot and idling vehicle setbacks due to the occupied residency language.

Commissioner Curtis asked, pertaining to the parking setback, what happens if someone wants to build a house that is within 75 feet of the property setback.

Mr. Beatty suggested that language could be changed to “existing occupied residence that is not on a property owned by the winery operator.”

Commissioner Curtis commented that if he was an owner of a winery, he would feel more comfortable with the word “existing” because property changes hands. He explained that it would not limit a person from building a house next to a winery, just their right to complain about it.

Craig Barraco, Foothill Conservancy, commented that wineries are a large and hopefully growing industry in Amador County and that we need to strike a balance between new wineries coming into the area and the rural life of residents. He said he believes that this ordinance is a good compromise between the competing interests and that it is good that County can engage in this process, get input from multiple interest groups, and come up with a document that improves the way we regulate such an important industry. He urged the Commission to recommend approval to the Board of Supervisors.

Robin Peters shared that they have worked with staff for several weeks to fine-tune the language and stressed that every word of an ordinance matters. He stated that he has one request in both the A and AG zones regarding the “occupied residence” phrase. He explained that the term “occupied” is impossible to define from one day to the next because it changes and that the term “occupied” can be eliminated without changing in any material way the effect of the regulation, or the intent. He suggested to change the term “occupied” to “existing” in two places of the document and to send it on to the Board for approval.

Vice Chair Munnerlyn asked for confirmation that removing the term “occupied” does not really change the intent.

Mr. Peters responded correct.

Commissioner Curtis said this is only for new wineries.

Mr. Marchini stated that the provision regarding the setbacks for parking lots is under section C which is applicable to all wineries and not under section B that is applicable to new wineries. He suggested that if the intent is to have this apply to only new wineries to move the provision from section C to section B.

Mr. Beatty replied that it makes sense because all items in section B are related to setbacks.

Commissioner Curtis added that he does not believe that it is the intent to have an existing winery that does not have a parking lot create one within 100 feet of an existing residence because if it is already there, it is there.

MOTION: It was moved by Commissioner Wardall, seconded by Commissioner Curtis, and carried to close the public hearing.

AYES: Munnerlyn, Bennett, Wardall, Curtis

NOES: None

ABSENT: Gonsalves

Vice-Chair Munnerlyn asked for discussion amongst the Commission and asked if they think that the parking setback should be moved from section C to section B.

Counsel Gillott voiced to the extent that this is a provision that is applicable to all wineries that it is a reasonable condition to put on wineries, so if the Commission wants it to stay that it can stay.

Commissioner Curtis said he is thinking if there is a winery that has parking within that setback that they are not going to be asked to move it.

Counsel Gillott responded no, but if they have a parking lot just cannot have an idling vehicle.

Commissioner Curtis asked for clarification that this does not take effect until this ordinance is in effect.

Counsel Gillott responded yes.

Commissioner Bennett said he is confused and asked if the Board discussed the winery ordinance or something related to that at this morning's Board of Supervisor's meeting.

Counsel Gillott responded that the Board discussed the creation of the wine assessment district, not this.

Vice Chair Munnerlyn asked if an assessment district is created, would it take the place of the AVA and, if so, if the language will need to be changed.

Counsel Gillott responded that, at some point, the AVA will transition into the ownership group that will implement the services of the district, and the language could refer to the AVA or any successor.

Vice Chair Munnerlyn suggested that the phrase "occupied residence" be placed with "existing residence."

Mr. Beatty asked if the Commission wants to change "residence not on the winery property" to "not on the property under the same ownership as the winery operator."

Commissioner Wardall suggested to just say "residence" and not say "occupied residence" or "existing residence."

Commissioner Curtis asked if somebody comes in and builds a new house within the setback if it makes someone have to move their parking lot.

Commissioner Wardall responded that is a fair question, but if your property line is close to the winery or the parking lot and the neighbor comes in and has a 2, 3, or 5 acre parcel that he has a building setback

of 30 feet. He said that then the property owner who has the parking lot cannot be within 30 feet of his property line and believes that is reasonable. He added that if it is already existing prior to this ordinance going into effect then it is not an issue.

Commissioner Curtis commented that is what we just said. He said that if he comes in and buys a 5 acre parcel next to a winery on 150 acres and wants to build his house 30 feet away from the property line like allowed, then he would have no grounds to complain about the winery's parking lot because this only applies to existing residential occupancies.

Commissioner Wardall said what if someone builds their house and an existing winery wants to expand their parking lot that he believes that the word existing is not fair to the new property owner.

Commissioner Curtis said if have the word existing there and someone else builds a house it does not keep the winery from building their parking lot within 100 feet or 50 feet of the property line because it only applies to occupancies existing at the time of this ordinance.

Commissioner Wardall said he's said his piece and disagrees with it.

Commissioner Curtis said he does not believe he and Commissioner Wardall disagree, but have a misunderstanding.

Vice Chair Munnerlyn said that, either way, she believes that "existing" sounds less ambiguous to her and is better wording. She asked if the Commission has further comment and if they are ready to move it forward with the two changes or if they would like to see the language again before moving it on to the Board. She added that she believes that the draft ordinance is a good compromise and is much more concise and digestible than it was a couple months ago. She said that the setbacks enable us to preserve an agricultural view through the Shenandoah Valley which is really important and also allows business to continue there. She stated that she knows there are new challenges to that business but does not believe that changes to number of events in any of the zones are too restrictive. She added that she also does not believe that the amplified sound ending at 10 p.m. is unreasonable.

Commissioner Bennett said that he believes the Commission should change "occupied" to "existing."

MOTION: It was moved by Commissioner Curtis, seconded by Commissioner Bennett, and carried to recommend approval to the Board of Supervisors the proposed winery ordinance with the two recommended changes and to also recommend approval that the Categorical Exemption is the appropriate environmental document.

AYES: Wardall, Munnerlyn, Curtis, Bennett

NOES: None

ABSENT: Gonsalves

Mr. Beatty stated that the Planning Commission has recommended approval of proposed amendments and recommended changes of the winery ordinance to the Board of Supervisors and a hearing will be held at a later date.

MOTION: It was moved by Commissioner Wardall, seconded by Commissioner Curtis, and carried to adjourn the meeting.

AYES: Munnerlyn, Bennett, Wardall, Curtis

NOES: None

ABSENT: Gonsalves



Chuck Beatty <cbeatty@amadorgov.org>

A/AG/R1A Winery Ordinance

1 message

Come Lague <come@lamesavineyards.com>
Reply-To: come@lamesavineyards.com
To: Chuck Beatty <CBeatty@amadorgov.org>
Cc: rforster@amadorgov.org, faxe@amadorgov.org

Fri, Apr 29, 2022 at 7:39 AM

Chuck, at the meeting yesterday Richard suggested it might be useful in developing a new A/AG/R1A winery ordinance to consider tasting room proximity to residences.

I did an analysis of 40 wineries, which I would encourage you to check (using Google satellite maps and a ruler) and complete for accuracy and for the other 20 or so wineries missing.

There are at least 22 tasting rooms out of the list of 40 within 500 feet of a residence. Even though most of the properties are zoned A/AG and have a by-right under the Winery Ordinance, they are likely impacting those neighbors. Any of those neighbors would probably have raised concerns if there was a public process like what R1As have to go through. But they were given no chance, no input whatsoever.

Going forward, permissions like hours of operation, events and evening noise should take into account immediate neighbor impact within say a reasonable range, like 500 feet or to be determined. The Winery Ordinance could be updated to include A/AG/R1A properties with two sets of permissions:

1) Any tasting room >500 feet from a residence would get a by-right set of permissions like what is in the current winery ordinance. Neighbor impact >500 feet will likely be minimal, especially if a noise condition at the property line is imposed and there are perhaps further restrictions on evening events.

2) Any tasting room <500 feet from a residence would be given a reduced set of permissions, for example 5 days a week operation (5 days is important to allow full time employment in the business, yet 2-3 days will have very minimal traffic), 2 events a month of which 1 could be an evening event (for wine club engagement and growth), participation in AVA events separately, transmitted sound at the property line no greater than 75 db. Furthermore, the Planning Department could facilitate a meeting between the immediate <500 feet neighbor(s) and the winery to decide if any further permissions could be agreed to. If so, a special amended set of permissions would be granted without going through the intense CEQA process.

A new winery would therefore know at a minimum what they can expect to get as permissions before starting to spend money on their project. Everyone would be on the same footing going in and the nearby neighbors would have a say.

If there is concern about size of R1A parcels, as it was said there are 5,700 of them in the county, perhaps they could be segmented further with say >20 acres and >500 feet to the nearest residence falling under the same A/AG permissions, <20 acres get some other set of conditions requiring more public input. This way, those parcels engaged in fairly large scale agriculture would get more permissions with the understanding that they preserve agriculture land. By way of example, La Mesa is 25 acres with 11 acres of grapes, 3 acres of walnuts and the rest mostly open space aside from our winery production buildings and a home. This is a large parcel separating neighbors and preserves agricultural land.

I hope we can establish a better process for regulating winery tasting rooms that does not consume so much of the county time and resources and is fair to those wanting to invest in and build the vibrant winery sector of Amador. Keep in mind that it seems there are only maybe 1-3 new wineries every year and this is a massive amount of county energy and resources being put disproportionately towards such a small number of businesses. We need something simple yet effective. As someone put it at the meeting yesterday, we need to first define what exactly we are trying to preserve in Amador county and then shape the ordinance to achieve it, without chasing away all business. Without business, children move away as they have no opportunities for work here.

Best regards,

Côme



Amador Tasting Room Proximity to Neighbors.xlsx

12K



Chuck Beatty <cbeatty@amadorgov.org>

Ag Advisory Committee minutes

Prospect Cellars <jlubenko@gmail.com>
To: Chuck Beatty <CBeatty@amadorgov.org>

Fri, Apr 29, 2022 at 12:07 PM

Hi Chuck,

I wanted to send along information on an item for consideration post yesterday's meeting and the discussion surrounding the definition of a winery. A handful of wineries, myself included, have Bonded Winery Permits with an AP (Alternating Proprietor) license. In my case we have our AP arrangement with Vino Noceto, so we make our wine at that location with our own grapes and winemaker, but using their equipment. My tasting room in Plymouth operates with a Dup02 license with the primary license at Vino Noceto location. I believe you can only use your DUP02 in the same county as your permitted winery. Custom Crush is also a consideration. Here's a circular from the TTB that includes the definitions of each of these scenarios. https://www.ttb.gov/images/industry_circulars/archives/2008/08-04.html

I just wanted to send this information along so that any work done on the definition of a winery took these nuances into consideration. My own winery is actually closing at the end of the month as the tasting room location has sold.

On a different note, someone recently told me that a number came out of the Housing Study that suggested that an average income of \$82,000 per person in a two person household was needed to afford an entry level home in Amador County. So essentially \$164,000 household income. I can't seem to find that data and don't want to quote something that's inaccurate. Could you confirm this number or point me in the right direction?

Thanks Chuck.

TGIF!

Jamie Lubenko, Proprietor
Prospect Cellars
[9506 Main Street](#)
[Plymouth, CA 95669](#)
Cell: 209-640-2999
jlubenko@gmail.com

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Napa County Micro-Winery Ordinance Goes Into Effect May 5, 2022 - DPF Law

1 message

Jane O'Riordan <janeterouge@volcano.net>

Tue, May 3, 2022 at 4:45 PM

To: Richard Forster <rforster@co.amador.ca.us>, Frank Axe <faxe@amadorgov.org>, planning@amadorgov.org

Hi Richard, Frank and Chuck,

I thought that was a good meeting last week. Thanks for taking up this issue. Here is an interesting article on micro winery permits in Napa just going into effect.

<https://www.dpf-law.com/blogs/lex-vini/napa-county-micro-winery-ordinance-goes-into-effect-may-5-2022/>

The main change I would like to see for permits in agricultural zones, is to require a winery on the property BEFORE a tasting room is open. It is a real privilege to have a tasting room in rural farm zones, a privilege that only goes with having a legitimate wine producing facility.

There is actually a state ABC rule called the 50% rule which states that 50% of wine sold in the tasting room must be produced on that premise.

No one ever checks this.

Tasting rooms for wines made in custom crush houses and by other people should be in commercial zones, not Agricultural zones.

Thanks,
Jane

Jane O'Riordan

**Terre Rouge and Easton Wines
Top 100 Winery 2019
Wine and Spirits Magazine**

cell: 209.610.8966
off: 209.245.3117



Use Permit Proposed Changes

1 message

Michael Baldinelli <baldinelli@sbcglobal.net>

Mon, May 23, 2022 at 1:30 PM

To: planning@amadorgov.org

Permit With respect to the proposed use permits, County Code Chapter 19.24.036 AG, Exclusive Agricultural district Permitted Uses: Section G. 32. h. 1. 2. B. The parcel shall be a minimum of forty acres in size. My parcels, purchased in 1972, are 15 acres each. It was my understanding that each parcel had full rights and privileges to develop this property without regards to acreage as long as it conformed to the Williamson Act.

In 2016 we constructed a single family dwelling on one of parcels. If at a later date we decided to build a second home, we could do so on the adjoining parcel. Therefore the separate but equal parcels conveyed a certain value.

It seems this proposal will erase this benefit and substantially devalue my two parcels. It was my understanding that each parcel could be developed individually. Each parcel has been a bona fide continuous agricultural operation for fifty-years under the same ownership growing commercial wine grapes for sale to the industry and for internal production in the estate winery, in the 20 years it was in operation.

It seems that this requirement disenfranchise's me should I want to reestablish a wine operation with a tasting room on my family's property. In 2013 I went to considerable expense to drill a compliant well on one parcel. On the other parcel I built a \$300,000 2,400 square foot Ag Building that could be converted to a winery. Both of these investments relied on the present standards. And should I sell one or both parcels the subsequent owner would have the same rights.

If going forward the county wants to control the wine tasting industry I understand the 40-acre requirement controls growth. But it shouldn't wipe away my longstanding financial interest and investment.

I don't know how to exempt my particular property, but in reading Section G. 32. Sub paragraph f. and h. only benefit Soban and Charlie Spinetta specifically. I know of no other museum or picture framing component of a tasting room. I've got no problem with their carve outs. They both run full blown winery operations. And have done so for decades. I want the same continuity of usage that was conveyed in the original ordinance.

Please let me know if my analysis is correct and if my property will lose it's present entitlements?

Michael Baldinelli
10880 Shenandoah Rd
Plymouth, Ca 95669
510-909-4208



Use Permit Proposed Changes

1 message

Michael Baldinelli <baldinelli@sbcglobal.net>
To: planning@amadorgov.org

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Michael Baldinelli
10880 Shenandoah Rd
Plymouth, Ca 95669
510-909-4208



Fiddletown is a Sierra foothills Gold Rush gem without the glitz and the crowds (Restaurants in the Shenandoah Valley?)

1 message

William Easton <dtrranch@volcano.net>

Sat, May 28, 2022 at 8:24 AM

Fiddletown is a Sierra foothills Gold Rush gem without the glitz and the crowds

Tim Viall
On the Road

The Stockton Record

May 23, 2022



I will admit that I'm a nut for the Sierra foothills and the historic towns that evolved along with the California Gold Rush. Many towns are favorites, strung along Highway 49, starting with (north to south) Nevada City, Auburn, Coloma, Placerville, Plymouth, Amador City, Sutter Creek, Jackson, Mokelumne Hill, Columbia, Sonora and Tuolumne City.

All these towns feature history, noteworthy evidence of the gold mining era, shops and restaurants — with many of them featuring almost too many shops (there is a limit to the number of nostalgia outlets I can handle).

However, one town stands out as a favorite, even though it lacks the glitz and glitter that many of the other towns offer in over-abundance. The town is Fiddletown, 8 miles from Plymouth on the quiet Fiddletown Road.

More from Tom Viall: These road trips are close to Stockton and feature hikes, history and stunning scenery

The town appeared on the scene early in the state's Gold Rush boom, when gold was discovered in the creek beds and placer mining soon propelled the tiny town to blossom from nothing to several thousand residents.

Fiddletown remains off the beaten path, and a midweek visit will often present no competing tourists to admire the old city. Even on the weekends, you'll seldom find more than a handful of people touring the old buildings and classic homes spread over a compact six-block area.

Stop in Brown's English Toffee, where you can pick up a self-guided tour map, and wander among the town's historic buildings and homes.

To reach Fiddletown, you will pass through Plymouth; both towns are approximately 60 miles northeast of Stockton, are rich in history and offer explorers a wealth of interesting historic sites, shops, restaurants and wineries ripe for the touring! And — at 1,600 feet elevation — Fiddletown is generally cooler than our often sweltering San Joaquin Valley.

Fiddletown traces its Gold Rush history back further than Plymouth (though Plymouth, located on Highway 49, is larger and better known). Fiddletown was established by prospectors from Missouri in 1849, and quickly grew in the 1850s and 1860s as a center of trade for many mines located nearby.

Miners were known during the dry season when creek water for their hydraulic mining ran low to just "fiddle around," hence the town's name. A wealthy resident, Columbus A. Purinton, embarrassed to say he was from the city of Fiddletown, petitioned the state legislature to rename the town Oleta (after a woman he knew) in 1878, but on his demise 50 years later, citizens re-petitioned and the town reverted to the Fiddletown name.

During the city's boom years, it numbered almost two dozen businesses, a handful of taverns, blacksmith shops, bakeries and restaurants. With a post office, church and school, it was a full-fledged city. The town boomed to more than 2,000 residents, almost half Chinese, who worked the mines and established many of the early businesses (some of these still stand, though in a state of suspended decay; the local Fiddletown Preservation Society is working to refurbish several structures).

While touring the remaining blocks of old Fiddletown, be sure to check out the Chew Kee Apothecary, usually open noon to 4 p.m. (a rare "rammed earth" building dating to 1850); two nearby Chinese merchant buildings, C. Schallhorn's Blacksmith and Wagon Store; and the Fiddletown Community Center with the giant fiddle over the door!

While exploring the historic main drag, don't miss Brown's English Toffee, offering candy concoctions extraordinaire, as well as self-guided Fiddletown tour brochures.

From Fiddletown Road, detour just ¾'s mile up American Flat Road to the Fiddletown School-house, circa 1862, currently being reconditioned.

Across the road, wander through the Fiddletown Public and Masonic Cemeteries, where scores of early pioneers lay at rest. Fong Chow Yow, Fiddletown's last Chinese resident, is the only Chinese person buried here, reflecting societal strictures of the day.

Plymouth traces its history to the 1870s, when prospectors stopped in search of quartz and gold and stagecoaches made regular stops. For gourmet travelers, the Taste Restaurant in Plymouth is a must-stop, drawing rave reviews from around the region. Proprietors of Taste recently opened a next-door hotel, Rest, getting fine reviews.

The city boasts a classic public park with bandstand, the old Plymouth Hotel and other eateries, all grouped along several old-town blocks. Plymouth is home to a motel and several bed and breakfasts, catering to travelers and wine aficionados.

Both Fiddletown and Plymouth are known as "Gateways to the Shenandoah Valley," home to more than 30 wineries and fast-becoming known as the scenic home to very skillful winemakers. From Fiddletown, it's just a few miles to favorite wineries, **such as Villa Toscano, where a delicious pizza and bottle of local wine goes for only \$29.**

Other favorite stops include Helwig, Karmere and Borjon Wineries. While touring scenic backroads through the Shenandoah Valley, watch for wild turkeys and deer, both found in abundance in this bucolic setting!

For more information on Amador County and Shenandoah Valley, visitamador.com; for Fiddletown Historic Society, fiddletown.info.



Winery Code and Uses NOT enforced in Amador County (It is a free for all!)

1 message

Boris Seymour <terrerojewines@gmail.com>

Sat, May 28, 2022 at 8:41 AM

<https://sf.eater.com/maps/best-wineries-vineyards-gold-country-amador-el-dorado>

6. Casino Mine Ranch

13608 Shenandoah Rd
Plymouth, CA 95669
(209) 330-0695

<https://www.casinomineranch.com/visit-us/>

VISIT THE RANCH

We're open for outdoor tastings by appointment only.

RESERVE A TASTING

JOIN WINE CLUB

For general inquiries, please email inquire@casinomineranch.com or call 209.330.0695

Casino Mine Ranch recently **added a tasting room**, and while it's only available to visit by appointment, it is a unique 60-acre property to tour. Beyond sipping mourvedres at the gorgeous house-turned-tasting room, with its expansive views of the vineyards and surrounding foothills, there's an old gold rush-era mine still on the grounds and, oddly enough, a regulation-sized basketball court.

No wine made on-premise.

State of California Business Code and Amador County Winery Ordinance Facts

STATE CODE:

The County needs to tighten up what this means:

The County needs to reference CA State Code with the 50% rule and better define "wine produced".

"50% of the wine sold needs to be fermented (made into wine) ON THE PROPERTY by State Code."

This can be enforced by looking at either:

Report of Wine Premises Operations - Form 5120.17

TTB has prepared a line-by-line guide for completing the Report of Wine Premises Operations Form 5120.17 (formerly Form 702) which includes explanations of the entries and a sample report.

All Bonded Wineries and Bonded Wine Cellars must file the report and submit to TTB monthly, quarterly, or annually depending on the size of the operations. Read more.

or looking at State of California BOE 501wg: www.boe.ca.gov/pdf/boe501wg.pdf

You could have a tasting room like (I can think of several) that are pouring all bulk wine made elsewhere even if they have an 02 license. Or the wine sold, could be wine produced in Amador but bottled in another County (say San Joaquin) and then sold in Amador?

This does not pertain to wineries in commercial zoning - tasting rooms can be retail shops. But 02 State licensed wineries need to produce 50% of the wine sold at retail on the property.

Amador Definition of a Winery:

AMADOR COUNTY CODE:

27. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:

- a. The parcel shall be a minimum of ten acres in size;
- b. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
- c. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
- d. The tasting room building shall be located a minimum of fifty feet from all property lines;

1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:

32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

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

such events per month,

k. Indoor or outdoor amplified music until ten p.m.

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

1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
 2. a. A bona fide agricultural operation must be the primary use on the property;
 - b. The parcel shall be a minimum of forty acres in size;
 - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - e. The tasting room building shall be located a minimum of fifty feet from all property lines;
 - f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified music until ten p.m.
 - g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
 - h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
 - i. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
 1. Turkey farms, provided there is a cover crop or other dust control;
 2. Any garbage, sewage, refuse, or offal feeding;
 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;
 4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 5. Rendering plants and fertilizer plants;
 6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
 7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
 8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural

operation;

9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;

10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;

11. Farm-labor camps and farm-labor quarters as defined in this title;

12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

2 attachments

 **PastedGraphic-5.pdf**
199K

 **Relevantcodedefinitions.pdf**
400K



Mary Ann Manges <mmanges@amadorgov.org>

Input to Amador County Board of Supervisors Land Use Committee Winery Proceeding

Brian <jobsonbrian@hotmail.com>

Wed, Jul 27, 2022 at 12:31 PM

To: "frankaxe@aol.com" <frankaxe@aol.com>, "mmanges@amadorgov.org"

<mmanges@amadorgov.org>

Cc: "larrypatterson@gmail.com" <larrypatterson@gmail.com>,

"meredith@foothillconservancy" <meredith@foothillconservancy>,

"megan@foothillconservancy" <megan@foothillconservancy>, "tomi@volcano.net"

<tomi@volcano.net>

Please find attached the Foothill Conservancy input to the subject proceeding. We look forward to working with the County and other constituencies toward a productive outcome.

Brian Jobson
Foothill Conservancy

 **Draft Amador Winery Standards_mara-1.pdf**
86K

Amador County is home to a growing wine making and grape growing industry. It possesses a unique combination of attributes, including its agricultural productivity, rural character, scenic beauty, and quality of life for growers, wineries and residents alike. As other winegrowing areas in California have demonstrated, it can be challenging to maintain these amenities when pressures from economics, growth and tourism increase. We face these challenges in Amador County as well.

We believe that the benefits of preserving our winery and grape growing industry with its unique attributes intact is well worth taking proactive measures to ensure our success. One way to do this is to develop standards to promote the attributes we enjoy. Such standards can help us avoid conflicts with residential land uses and avoid undesired levels of commercialization that would threaten our rural quality of life and agricultural character.

Some growers and wine makers have been working with local citizens and County planners to advance a draft plan of action. Below is a list of key points discussed to date. (This is a work in progress and additional input is welcome and encouraged).

- Agricultural activities associated with grape growing and wine making are essential to our local economy and shall be respected as a primary land use.
- Wineries and tasting rooms are also essential industry land uses for both promoting locally-produced wine and selling it both on and off site.
- Regulations regarding adjunct food service at wineries and tasting rooms need to be clear, reasonable and followed so food service is truly incidental to wine tasting and not resulting in restaurants sprawling in agricultural areas with associated impacts. .
- Events that bring traffic, light, and noise into rural residential areas after dark adversely impact neighbors and create conflicts we need to avoid.
- The growing array of commercialized signage at existing wineries needs to comply with clearer design guidelines

Discussion: Other activities taking place at wineries, including food service and entertainment events, have been characterized as incidental to wineries, but this concept has been difficult to regulate by ordinance for a variety of reasons. These activities are less essential to a healthy grape and wine industry. They can provide the opportunity to attract more customers but can also create conflict with residences and lead to degradation of the rural quality and agricultural character we want to keep. Our challenge is to strike a balance that allows some benefits of these non-essential activities to occur but avoids negative impacts.

It has been suggested that results-oriented standards be adopted rather than a single arbitrary rule regardless of unique site circumstances. An event held at a well-designed facility in the middle of a 640 acre parcel with improved roads and parking may have acceptable results compared to such an event on a smaller parcel and near the property line shared with neighboring residences.

Occasional catered events with reasonable music until dark may well have acceptable results, whereas unlimited concerts or full blown commercial restaurant food service are not consistent with rural and agricultural land uses. Our General Plan and zoning regulations generally contemplate locating these activities in urban areas with commercial general plan and zoning designation. This reduces undesired effects on rural living and contributes to the economic vitality of our towns and cities.

Consistent design and size/type of signage used by all participants can result in an attractive rural environment, whereas unlimited designs, sizes and colors of signs can commercialize our wine making and grape growing regions, losing our unique historic, agricultural character and rural quality.

Given these factors, and our need to plan and take action that will obtain the desired results and avoid the results we don't want, the following standards are proposed for adoption:

Events:

- Only at licensed, bonded, producing Amador wineries
- Setback - more than 500 feet existing regulations apply
 - less than 500 feet the following apply
- Frequency - 10/year excluding wine club
- Hours - 10 a.m. - dark/10 p.m.
- Lighting - all external lights directed inward
- Noise- comply with County noise ordinance

Food Service:

- Catering or food truck for events
- Packaged food for tasting room

Restaurants in commercial zones not at A, Ag, or R1A

Signage

- Sign posts with winery names per existing signpost design and
- Day of event temporary signs on site and/or at nearest intersection consistent with signpost design and colors.

Legal Requirements and Need for Enforcement

To operate a winery (and tasting room), an owner must obtain a variety of permits from federal, state, and local authorities.

Federal Permits

Anyone producing alcoholic beverages in the United States must have appropriate permits from the Federal Alcohol and Tobacco Tax and Trade Bureau (TTB). To operate a winery, it is necessary to obtain a Basic Permit from TTB. A winegrower must have facilities and equipment for the conversion of fruit into wine and engage in the production of wine (Section 23013).¹

State Permits

The California Department of Alcoholic Beverage Control (ABC) regulates wine production permits within the state. The agricultural basis of a Wine Grower's permit is defined in the State Code: "A winegrower shall actually produce on his or her licensed premises by conversion of grapes, berries, or other fruit, into wine, not less than 50 percent of all wines sold to consumers on his or her licensed premise or premises and any licensed branch premise or premises." [Every winery with an 02 license is allowed to have one duplicate license The duplicate location is a tasting room only; wine cannot be made at this location. The state does not require that the duplicate license (for a tasting room not at the winery location) be located in the same county as the winery. Individual counties, however, have ordinances that can require this.

Amador County

Many agricultural properties in Amador County may have wineries (with tasting rooms, if desired) "by right" with appropriate agricultural zoning. Properties zoned R1A have the right to grow grapes and make wine, but can only open a tasting room if they obtain a Conditional Use Permit from the county to do so.

In 2009-2010, an Ad Hoc Committee of wine industry representatives worked with county staff to revise the winery ordinance. There was concern among vintners at the time that wineries making wine in other parts the state (especially Napa and Sonoma) would open tasting rooms in Amador County and directly compete with local grape growers and winemakers. To prevent this, the new ordinance specifies that only wineries whose 02 license is located in Amador County

¹ This pertains to new winegrowers' licenses issued by TTB after September 17, 1965. Federal Alcohol and Tobacco Tax and Trade Bureau (TTB) regulations also permit a winegrower to use the facilities and equipment of another winegrower to produce wine. This is commonly referred to as an "alternating proprietorship."

can have a tasting room (including a duplicate tasting room) in Amador County. The ordinance also included clear criteria for what constitutes a winery or wine production facility:

“19.08.687 Winery. “Winery” means an agricultural facility used for 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 Alcoholic Beverage Control Winegrowers 02 Master License.

In other words, no one could open a tasting room if they were not actually making wine on their agricultural property.

The new ordinance went into effect in 2011, but there has been very weak enforcement. There are numerous examples of local tasting rooms that violate the county ordinance and/or State law (ABC does have some enforcement staff, but they seem to be most focused on serving to minors and rarely inspect wineries to see if they are actually making wine). Violations include:

- Operating a tasting room without having an ABC 02 Master License located in the County and/or not making wine in the county. Examples include C. G. D’Arie (Master License in El Dorado County); Paul J. Wines (O2 Master license but not making wine on the premises), and Casino Mine (Master 02 license in Napa, appears to be making no wine in the county).

While operating a tasting room in agricultural areas without a winery is prohibited, it is possible to open a tasting room in a town (Plymouth, Amador City, Sutter Creek, etc.). This is what Scott Harvey did for years, for example, before he moved his 02 license from Napa to Amador County and legally opened his winery and tasting room on Shenandoah Road.

The Amador County Wine Ordinance clearly defines the purpose of a tasting room:

The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County.

The ordinance goes on to describe other privileges and amenities that can go along with tasting rooms, including:

1. Unlimited events with up to 125 attendees;
2. Picnic areas for wine tasting events;
3. A food preparation facility for catering on-premise indoor or outdoor functions;
4. Agriculture-related museums

5. Gift display area not to exceed 500 square feet for retail sale of wine related items, gift items, and pre-packaged foods;
6. Social gatherings and weddings for up to and including 450 persons, including 12 events per year with no more than 4 such events per month;
7. Indoor or outdoor amplified music until 10:00 p.m.

Items 1, 6 and 7 above appear to create most of the conflicts between tasting rooms and rural residential uses and deserve close review and possible revision. It may be appropriate to define minimum buffers from existing residential uses, or outline a process for evaluating tasting room locations on a case-by-case basis with consideration of unique site attributes.

Item 3 above is neither well defined nor enforced. There are commercial kitchens in the Shenandoah Valley that are being used to provide meals to the public outside of catered winery events. While this appears to be less of a concern to area residents, it is a concern to some winery owners, who feel the rules should be clarified to prevent unfair business competition. Operating a restaurant was not what the Winery Ordinance contemplated.

Finally, the Ordinance should contain a much clearer definition of what constitutes an “Event.” Should an event be wine-related, to conform with the goal of showcasing Amador County wine? Should a rock concert or a car show constitute an event? Some types of events clearly have the potential to bring adverse traffic and noise impacts, disrupting the quality of life to nearby residents, without necessarily promoting our local wine industry.



Chuck Beatty <cbeatty@amadorgov.org>

Proposed Tiered System for Tasting Room Uses - April 20, 2023 Land use Committee

1 message

John Di Stasio <john@distasiovineyards.com>

Wed, May 17, 2023 at 10:16 AM

To: Richard Forster <rforster@amadorgov.org>, Frank Axe <faxe@amadorgov.org>

Cc: Brian Oneto <BOneto@amadorgov.org>, Chuck Beatty <CBeatty@amadorgov.org>

Supervisors Axe and Forster:

I am writing on behalf of the Board of the Amador County Vintner's Association, representing over forty of the County's wineries, and we offer the attached formal comments in response to the subject proposal.

- We understand that the Committee is exploring ways to mitigate the impacts associated, in part, with winery tasting room operations, specifically, traffic, noise and light, while also seeking to maintain the agricultural character of the County. We are committed doing our part to assist in that effort and want to strike the right balance between regional economic development and the quality of life in the County. We would like to establish ourselves as a constructive participant in that effort.
- We have operated under the existing Winery Ordinance for several years and support updates to that ordinance, as outlined in the attached, in an attempt to mitigate current and future winery operations in the County. We support the idea that zoning may be the best means to assign permissible uses, based on parcel type, size, setbacks and predominant existing uses in an area. We do not think that using major and minor roadways serves to meet the County's objectives. We, instead, have focused on differentiating event types, proposing limits to the number and size of events, seeking to spread traffic out rather than concentrating it into a limited number of operating or event days.
 - We also believe that the County, through zoning, should identify minimum restrictions on zoning types where winery development is not desired or optimal. These minimum restrictions should be reflected in the zoning and provided as a disclosure to those seeking to purchase properties with the interest in developing a commercial winery or tasting room. Additional use restrictions can be imposed after the fact, as circumstances require, but a minimum set, communicated clearly, in advance of a land purchase may dissuade purchases and development of property types that may not be well suited for commercial winery activity
 - We would also urge the County to adopt a Right to Farm ordinance to maintain the agricultural character of the County and ensure that additional uses are subordinate to pre-existing farming operations
- We have provided a proposed red-line to the existing Winery Ordinance focused on achieving the desired mitigation by updating and clarifying uses that are outlined currently. The Vintners Association has a role in educating member wineries on the Ordinance and we believe that, with few exceptions, our winery members understand and follow the current Ordinance. Given that it has been in place for many years and well understood by current wineries, we believe that it can be strengthened and clarified to also apply to new wineries seeking to open in the County.
- We understand and appreciate that the Land Use Committee proposal grandfathers in existing wineries and uses, and we support such grandfathering. We recommend that the County, if a proposal is adopted, provide a grace period for current wineries to come into compliance with the existing ordinance in order to be grandfathered. All new wineries would be subject to the new ordinance as of the date a proposal is adopted. We believe that it is incumbent upon all of the County's wineries to be in compliance with the applicable ordinance and plan to continue our efforts to educate members to assist them in achieving compliance.
- Finally, We would ask the County to make every effort to make the Winery Ordinance(s) readily accessible to anyone seeking to understand the requirements. Given that wineries are a meaningful commercial activity in the County, every effort to communicate the requirements and expectations would be helpful for both new and existing wineries.

We appreciate the opportunity to provide input into this process and want to be a resource to the County as you consider current winery and future winery operations.

John Di Stasio

President, Amador Vintners Association

and, Owner

Di Stasio Vineyards & Wines

[10788 Shenandoah Rd](#)

[Plymouth, CA 95669](#)

[\(916\) 870-3563](tel:(916)870-3563)

www.distasiovineyards.com



Winery Ordinance Proposed Revision 2.0.docx

19K

19.08.687 Winery

All wineries described below shall operate, as a minimum, within their designated use requirements. In those cases where the use restrictions may not adequately mitigate issues of traffic, noise, and lighting, it is incumbent upon the owner/operator of the winery, in coordination with the County, to pursue reasonable efforts to minimize such impacts to neighboring properties.

"Winery" 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).

19.24.040 District regulations--Generally.

Subject to the provisions of Chapter 19.48, none but the following uses, or uses which in the opinion of the planning commission are similar in nature, will be allowed.

"A" Zoning... (no use permit required in "A" zoning)

12. Wineries as defined in Section 19.08.687 and the following incidental uses when located within an A-I or A-G General Plan designation, subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following uses:

Permitted Uses:

- a. Wine tasting;
- b. Winery tours;
- c. Wholesale and retail sales of wine and grape products;
- d. Compensated or non-compensated events (**Wine Club, Association and/or Social**) with up to one hundred twenty-five persons in attendance with **a maximum of forty-eight (48) events per year and no more than four per month.**
- e. Picnic area(s) for winery-related activities;
- f. Art galleries with sales and framing;
- e. A food preparation facility **shall be properly licensed for providing food service, incidental to retail tasting and sales, during normal business hours or catering on-premises directly related to indoor or outdoor winery events; food service that is incidental to retail winery sales is recognized as a public safety benefit and part of responsible beverage service.**
- h. Agricultural-related museums;
- i. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods;
- j. Weddings for up to **Two hundred fifty (250) persons limited to twelve weddings** per year with no more than three such events per month;

k. Indoor or outdoor amplified music until ten p.m. **for events only.**
Indoor or outdoor amplified music on non-event days will be limited to normal business hours

l. **Normal business hours for Tasting Rooms are limited to 10 am to 5 pm (final seating) 7 days per week**

Uses Requiring a Conditional Use Permit:

26. Social gatherings or weddings held at a winery located within an A-I or A-G General Plan designation which exceed either of the limits set forth in 12a.(j) above.

27. Wine tasting may be conducted under a duplicate O2 license only if the winery with the master O2 license is located in Amador County and the following standards are met:

- a. The parcel shall be a minimum of ten acres in size with the ability to maintain a minimum set-back of at least **200** feet
- b. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
- c. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

- d. The tasting room building shall be located a minimum of 200 feet from all property lines;
- e. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or non-compensated events (Wine Club, Association and/or Social) with up to one hundred twenty-five persons in attendance with a maximum of forty-eight (48) events per year and no more than four per month.
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility shall be properly licensed and for providing food service, incidental to retail tasting and sales, during normal business hours or catering on-premises directly related to indoor or outdoor winery events; food service that is incidental to retail winery sales is recognized as a public safety benefit and part of responsible beverage service.
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Indoor or outdoor amplified music until ten p.m. for events only. Indoor or outdoor amplified music on non-event days will be limited to normal business hours
 - viii. Normal business hours for Tasting Rooms are limited to 10 am to 5 pm (final seating) 7 days per week
- f. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works;

g. Uses described in this subsection 27 may be granted by the planning department, without public hearing, following public notice of the application. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.



Land Use Committee agenda and Zoom link for Thursday, July 20th at 10:00 a.m.

Brian Jobson <jobsonbrian@hotmail.com>

Mon, Jul 17, 2023 at 9:23 PM

To: Amador County Planning Department <planning@amadorgov.org>

Cc: Roger Pitto <rpitto@amadorgov.org>, Patrick Chew <pchew@amadorgov.org>, "Peters, Robin" <rpeters@deltaengineeringinc.com>, Gregory Gillott <ggillott@amadorgov.org>, Glenn Spitzer <gspitzer@amadorgov.org>, "Deaver, Jeanne" <deaver@daylilyfarm.com>, Chuck Beatty <CBeatty@amadorgov.org>, Mara Feeney <marafeeney@gmail.com>, Frank Axe <faxe@amadorgov.org>, Chuck Iley <ciley@amadorgov.org>, Todd Barr <tbarr@amadorgov.org>, "Forster, Richard" <rforster@amadorgov.org>

To: Amador County Land Use Committee

From: Foothill Conservancy

Subject: Winery Ordinance

As we at Foothill Conservancy and Amador Vintners Association have consistently pointed out, unwanted degradation of the rural character and agricultural integrity of our winery regions is being driven by commercial type activities that are not essential to our wineries' sustainability. Large events like weddings and concerts, as well as restaurants and lodging like disaggregated B&Bs, are the source of most disturbance of neighbors, traffic impacts, noise, lighting, visual impacts, and commercialization. These impacts detract from our winery region's unique beauty, historic significance and rural character that many other wine regions have lost. We don't want that to happen in Amador County, and your Committee's action is key to preserving these valuable attributes of our winery regions.

So our ordinance should limit those non-essential commercial-type activities, and use parcel size and setbacks as a valid criteria to tier limitations to, not an arbitrary classification of road categories. We also support AVA's recommendation to reduce attendance level limits at events to more reasonable levels that are more consistent with our small winery regions, the proximity of neighbors, agricultural land use designations and our limited road capacity.

As we build a consensus around new ordinance language, we should also work together to bring non-conforming uses into compliance with our existing ordinance, so that the non-compliance of a few doesn't punish those that follow the rules and don't take advantage of the situation.

Brian Jobson
Board President
Foothill Conservancy



July 20, 2023 Land Use Committee meeting

Robin Peters <rpeters@deltaengineeringinc.com>
To: Amador County Planning Department <planning@amadorgov.org>

Wed, Jul 19, 2023 at 4:11 PM

Supervisors Axe and Forster –

I hope to be at the LUC meeting tomorrow (but may not), and I wanted to submit a comment to you in advance so you had some time to think about it.

As I look at the newest proposed criteria included in the July 20 packet and think about the day-to-day implementation of the criteria, it seems apparent that the term “setback” isn’t defined well enough to be meaningful. This was touched on briefly at the last meeting (in a question posed by Mr. Enright), but the topic didn’t receive the discussion it warrants considering that major categories of by-right uses would be directly related to setbacks.

Consider that the same tasting room (7 days/week 10-6) would be allowed in all three scenarios, including the scenario where no setback can be met and the facility is on a minor roadway. This means that the tasting room itself is not considered to be the generator of impacts of concern, since it is allowed – essentially – anywhere and is *de facto* not subject to setbacks. This tells me that the setbacks – 200’ or 400’ – must be intended to apply to other activities, presumably those which generate impacts of concern, and not to the tasting room building itself nor the activities normally associated with it. This is an important distinction that needs to be fleshed out now, or your planning and code enforcement departments will never be able to fairly and equitably implement the new ordinance.

Since setbacks appear to be the chosen solution to impact mitigation (I don’t agree, but that appears to be where we are), it would appear that setbacks should only apply to impact-generating activities. This means (by way of example) that a tasting room could operate 30 feet from the property boundary of a large parcel, but as long as the wedding itself is located at least 400 feet from the boundary and the facility is on a major road, then the wedding could have up to 400 attendees and the overall facility would be in compliance. The setback is therefore applied to the impact-generating activity, and not to the tasting room building.

I would urge the committee to spend whatever time is necessary to craft unambiguous language clarifying how and to what setbacks are intended to apply. If this isn’t done at the committee level, staff will have to guess at the intent and may not get it quite right or worse, the adopted ordinance will require interpretation right out of the gate.

Thanks for your consideration.

R

Robin D. Peters, P.E.

Principal Engineer

Delta Engineering, Inc.

41 Main Street

Jackson, CA 95642

(209) 223-1441

rpeters@deltaengineeringinc.com



Planning Department <planning@amadorgov.org>

Glossary of Terms for the Proposed Winery Ordinance

1 message

Valerie Villa <vvilla@amadorgov.org>
To: Planning Department <planning@amadorgov.org>

Tue, Jul 25, 2023 at 2:08 PM

Planning Department,

I was looking through the board agenda items and I saw the glossary of terms for the proposed winery ordinance (see attached). For the Major Road definition and the Minor Roadway definition, it is a little vague. What is a higher volume of traffic or lower volume of traffic? Possibly define the volumes of traffic with the average daily traffic (ADT) volumes. The volumes of the roads may change over time and so what was a high volume traffic road may become a lower volume roadway. If the criteria of the ordinance is based on the traffic volume and the traffic volume changes, does this change the criteria of the ordinance?

Another item mentioned is the number of existing wineries. What is considered a number of existing wineries? This is not defined. Is it two wineries per mile a lot?

There were some comments at the board meeting today and I thought I'd pass along my thoughts. Let me know if you have any questions or concerns.

Sincerely,

Valerie Villa
Amador County
Department of Transportation and Public Works
[810 Court Street, Jackson, Ca. 95642](https://www.amadorcounty.ca.gov/810-Court-Street-Jackson-Ca-95642)
209.223.6429 - Main
209.223.6797 - Direct
vvilla@amadorgov.org

 **Proposed_winery_ordinance_revision.07-05-23.pdf**
12K



Chuck Beatty <cbeatty@amadorgov.org>

Wine ordinance

1 message

Michelle Gallaher <mgallaher@amadorgov.org>

Wed, Jul 26, 2023 at 9:15 AM

To: Board Of Supervisors <boardofsupervisors@amadorgov.org>, Chuck Beatty <CBeatty@amadorgov.org>, Jennifer Burns <jburns@amadorgov.org>

Good morning,

I was listening to the board meeting yesterday around 2:30 PM and wanted to bring up an issue that was being addressed as a major issue with wineries- Noise. I would have chimed in at the meeting but I was upcountry and had no signal.

The noise ordinance was brought up several times as a deterrent for the problem, but I wanted to show there is a problem in the ordinance if it is going to be used. I have noted below both the noise ordinance chapter 9.44 and Agricultural Lands and Operations Chapter 19.80.

I want to point out the inconstancies.

Chapter 9.44

G. Commercial and industrial exemption: This chapter only applies to residential uses. Any rental of residential property, including short-term rental of property through any websites used for that purpose, such as [airbnb.com](https://www.airbnb.com), [vrbo.com](https://www.vrbo.com), [sublet.com](https://www.sublet.com), or [corporatehousing.com](https://www.corporatehousing.com), is deemed a residential use.

Chapter 19.80

"Agricultural operations" mean and include, but are not limited to, cultivation and tillage of the soil; burning of agricultural waste products; lawful and proper use of agricultural chemicals including, but not limited to, the application of pesticides and fertilizers necessary for production; protection against frost; protection against bird and animal damage; irrigation, pruning, growing, harvesting and processing of any agricultural commodity, including horticulture, timber, viticulture, apiculture, the raising of livestock, fish, poultry; and commercial practices, structures, and appurtenant facilities incident to or used in conjunction with such agricultural operation, including preparation for market, delivery to storage or market, or to carriers for transportation to market. (Ord. 1504(part), 2000).

This clearly states the ordinance is for Residential Uses only. Then it clarifies that short-term rentals are deemed residential use even though they are a business. If you are going to include wineries, this should be stated here or changed to allow enforcement on commercial uses.

In the agriculture definition, I take from it growing, harvesting, preparation, etc. It doesn't include events like weddings, concerts, etc which are commercial uses. These are not considered normal uses.

Luckily before I sent this email, Supervisor Brown visited me and we discussed the issue. He is aware the noise ordinance will not cover wineries. I just wanted to make sure as it moves forward that you are aware

the noise issue is not covered under the current ordinance and to consider changing or making a new definition for wineries since they both have ag and commercial uses.

Thank you!

Michelle Gallaher
Code Enforcement Officer
County of Amador
Office: 209-223-6565
Fax: 209-223-6254
mgallaher@amadorgov.org



Fwd: Land Use Committee - Winery Ordinance

Chuck Beatty <CBeatty@amadorgov.org>

Thu, Aug 24, 2023 at 12:32 PM

To: Frank Axe <faxe@amadorgov.org>, Richard Forster <rforster@amadorgov.org>

Cc: Glenn Spitzer <gspitzer@amadorgov.org>, Planning Department <planning@amadorgov.org>

----- Forwarded message -----

From: Patrick Enright <penright@aklandlaw.com>

Date: Thu, Aug 24, 2023 at 12:12 PM

Subject: Land Use Committee - Winery Ordinance

To: Chuck Beatty <CBeatty@amadorgov.org>

Cc: Dominick Chirichillo <dominick@domenicowinery.com>, Nick Chirichillo <nick@domenicowinery.com>, Gloria Chirichillo <Gloria@domenicowinery.com>, Robin Peters <rpeters@deltaengineeringinc.com>

Amador Land Use Committee:

Abbott & Kindermann (“A&K”) represents Domenico Winery and has been reviewing and commenting on the draft Winery Ordinance. We appreciate the draft prepared by the Planning Staff and agree with the grandfathered-in provisions for wineries that were operating before the effective date of the new Ordinance. We also appreciate keeping the current ordinance in place, so the currently operating wineries will continue to operate pursuant to the Amador Zoning Code and will not become nonconforming uses. We appreciate all the time you and the Planning Staff have spent on the Ordinance and appreciate your efforts.

Initially, we were primarily focused on the grandfathered provisions for currently operating wineries. Still, in reviewing the draft for wineries established after the adoption of the Ordinance we have concerns about the setback requirements and number of events allowed, especially in the Agricultural Zone. To operate a successful winery, it is essential the winery have ongoing marketing efforts to promote and sell its wine and market the winery. Considering that, A&K has drafted revisions to the Ordinance for the Agricultural Zone for your review. The primary changes are as follows:

- Increase Wine Club Event participants from 125 to 200. This is a more realistic estimate of the number of participants for Wine Club Events.
- Decrease the setback requirement to 100 feet with the following additional requirements:
 - Requirements for On-Site Parking
 - Traffic Management for Special Events
 - Noise Attenuation Setbacks consistent with the General Plan.

With the additional requirements for parking, traffic, and noise, the Ordinance will address many of the concerns of the neighbors. The setback will be increased from the current 50 feet to 100 feet.

Our proposal is:

- Social and Special Events for Wineries that meet the setback requirement and are on a major road:
 - Social Events from 12 per year to 12 per month
 - Special Events from 12 per year to 12 per year (unchanged)
- Social and Special Events for Wineries that meet the setback requirement and on a minor road:
 - Social Events – from 12 per year to 24 per year
 - Special Events – allow 8 per year
- Social and Special Events for Wineries that do not meet the setback requirements:
 - Social Events from 6 per year to 12 per year
 - Special Events – 4 per year

These revisions will allow wineries to operate successfully. The new requirements will also allow for the County to size the events based upon a variety of factors specific to the site and surrounding uses, including, but not limited to, emergency access, availability of on-site parking, noise attenuation, increased risk of harm to people or property as a result of hazards, and potential for negative cumulative effects related to noise, traffic, and water supplies.

Thank you for your consideration and time in this matter. I will be attending the meeting via Zoom and can answer any questions.

Patrick Enright

Senior Counsel



A Professional Corporation

2100 21st Street | Sacramento, CA 95818

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Chuck Beatty, AICP
Planning Director
Amador County
209-223-6380

 **08.24.2023 PE Revised Winery Ordinance .docx**
27K



MEMORANDUM

Augusts 24, 2023

To: Amador County Land Use Committee

From: Robin D. Peters, P.E.
Delta Engineering, Inc.

Re: Winery & wine tasting use regulations

Thank you for the opportunity to comment on draft changes to the A, AG and R1-A zoning district regulations as they relate to winery and wine tasting uses.

Please consider the following comments at today's Land Use Committee meeting:

A, Agricultural district regulations (these comments also apply to the AG regulations)

19.24.040(B) – Wineries Established After (adoption date)

It's important to recognize that wineries *per se* are not the focus of impact-generating activities. This has been discussed at the LUC in the past and I believe there was general agreement on this point. Proposed changes to this section however, establish land use restrictions based on "**Wineries that meet the minimum setback of ...**". Wineries are not always physically associated with a wine tasting facility, so tying land use restrictions to the physical location of the winery is not appropriate. Please be very careful to tie land use restrictions to the impact-generating facility or activity of concern to the LUC, and not to the winery itself. This comment applies in three places in this section and again in the AG regulations.

19.24.040(B)

Unlike Section A of this chapter, new Section B is missing an introductory paragraph which explains what (B)(iv) through (xi) are all about. These items are orphaned absent verbiage to explain why they're there and what they apply to.

19.24.040(C)

As a zoning practitioner who uses and applies municipal code definitions daily, I strongly recommend more concise language for many of the definitions in this section. Examples include:

- Small weddings – what does small mean in this context?
- Major road and minor road – both of these definitions are vague and are subject to immediate interpretation. The terms “higher volume of traffic”, “higher speeds”, “relatively straight”, “a number of”, “significant number of curves”, “fewer homes”, “many existing wineries”, etc. may be suitable as talking points, but have no real meaning and cannot be used as the basis for fairly-applied land use regulation.

The Land Use Committee articulated early in this process that one of its goals was to modify land use regulations associated with wine tasting facilities so as to establish predictability – to give a prospective wine tasting business a clear picture of what this county expects of such facilities and where it expects them to be situated. Definitions that cannot be interpreted – that mean one and only one thing – is the only way to establish such certainty and predictability.

In a broader sense, I continue to argue that setbacks are not the best way to mitigate potential impacts and I urge the Committee to consider other options. Further, the use of major and minor roadway designations as a fundamental component of tiered regulations, particularly when such roadway classifications are poorly defined, is fraught with peril, has the potential to have effects opposite those intended, and is not advised.

Thank you for your time and attention.

Robin

September 12, 2023

Dear Richard Forester, Frank Axe and Members of the Land Use Committee,

Because of feedback I've received from friends regarding my statements at the last Land Use meeting of August 24th, I'd like to take this opportunity to clarify my position on the proposed numbers of guests allowed at wine club and winery social events.

The maximum number of wine club guests should be interrupted as "at any moment in time", not as a total for the day. I was responding to the person who spoke before me, who referred to the number of guests as a "total."

My understanding is that all proposed or historic numbers for attendees given, whether the winery is a legacy winery or a new one, refer to "a snapshot in time", rather than a total number of attendees for the day.

At the August 20 meeting, I stated I support the AVA, and I meant that I support the AVA in general. Would you please amend the minutes to reflect my intention for speaking, that is to say, the numbers given in documents should reflect any moment in time rather than a total number of guests for the day.

Thank you for your time and consideration. I appreciate your efforts and public service.

Sincerely,

Jennifer Housler

Cooper Vineyards
21365 Shenandoah School Road
Plymouth, CA 95668

Winery ordinance changes

My name is Frank Moreno and I am a resident of the Shenandoah Valley and I have a small vineyard. I am here to support the residents, the farmers and the wineries in Amador County. I must confess I have not had opportunity to read the new ordinance, as I just found out about it two days ago, however, I would like to speak on some issues I think are important for the community. I know that we need growth and tourism to keep the county sustainable. I also know that most people want to keep Amador County's rural atmosphere, rooted in history.

The "winery ordinance" was originally created in the 1990's to develop a balance between the wineries and residents in the Shenandoah Valley. Have these changes taken into consideration those residents that actually live in the valley and whether they are maintaining a balance?

I wrote to the Board of Supervisors in June of 2016 regarding concerns over increased events in the Shenandoah Valley. Now, 7 years later, these same concerns are multiplied as the number of wineries and events have almost doubled.

Some concerns are:

- there has been an increase in E. coli in several wells, that I am personally aware of in Shenandoah Valley I'm wondering if there is a connection to the overuse of the septic systems during large-scale events taking place.
- Parking on the main roads, and even on access roads to the wineries when parking lots are full are a safety hazard that occurs during large-scale events. This can limit or prevent emergency vehicle access. Let's not make undo hardship on our first responders.
- the use of sandwich boards and signs at every intersection often block visibility for vehicles pulling onto the roadways.
- Will there be a CEQA done to aid the board members in decisions, related to environmental impacts, as well as community impacts, (traffic, noise, lighting, etc.)? as there are definitely changes being considered by the Board that will affect the environment not to mention the impact on traffic, noise and lighting.
- Is the county aware of the number of events currently happening in the Shenandoah valley on a monthly basis? Has a limit been discussed in order to protect the integrity and beauty of our county?
- Regarding past compliancy issues, is there a way to monitor these activities and changes going forward to ensure the ordinance is being respected?
- The recently re-paved portion of Shenandoah Road has made a great impact for traveling, thank you so much for standing behind that project. Is there a plan to continue to improve and address the egress and access problems?. Increased events means greater road and traffic impacts. One vehicle accident on Shenandoah Road near Plymouth will cause folks to detour to substandard county roads such as Ostrum and Bell roads which may increase potential liability to the cour

We are also seeing vineyards being removed or abandoned, as the farmers are struggling to survive. The next generation may not see a profit in farming in Amador county, and may say sell off their agricultural property to developers. This is a very concerning issue as we think of the integrity of our amazing county. We currently have 40 acre minimum parcels, but that could all change with just 3 votes of the Board in the future. Do we want to trade in our agricultural properties for subdivisions. Many other counties in California have a requirement that if the county name is on the label that 50 to 75% of the grapes purchased by the winery need to be grown locally in the county. This may help continued agriculture in our county and give support to our local families and farmers.

I know in order to make good decisions to maintain the integrity of Amador County we need to hear from a diverse group of people who look at things from different perspectives. I am always willing to participate and offer different perspectives

I thank you for watching out over the residents of Shenandoah Valley, your support of tourism and the wineries, and ask that you help protect the farmers. A balancing act it is for sure. I ask that you consider all of the above when making your decisions and appreciate your time and consideration on these topics.

Thank you

Frank Moreno

2019



Land Use Meeting

Jane O'Riordan <janeterouge@volcano.net>

Thu, Sep 14, 2023 at 8:38 AM

To: Richard Forster <rforster@co.amador.ca.us>, Frank Axe <faxe@amadorgov.org>

Cc: planning@amadorgov.org

Hi Richard and Frank,

I hope to be able to Zoom into the meeting today. I read through the minutes and wanted to clarify how we have interrupted the event visitor numbers.

First, there is not a clear picture of what an event is, but was always discussed to be anything other than normal tasting room visitors.

An event is something that can go on all day or at a specific time. **Regardless, the number of people attending the event would be the total for that event, whether or not they are all there at the same time.**

There are very few wineries that can handle 400 people at one time. This requires lots of staff, large parking area, etc. Most events at Amador wineries would probably be maximum 200 at any one time, so you could have 400 in a day if they come and go.

The types of events that can handle this many people would be limited to large event center type wineries where they do live concerts, etc. Even most weddings are not more than 300 guests. Most are 100-250.

These large 400 person events should be limited, as this puts a lot of stress on the community, traffic and infrastructure. They should not be a regular occurrence. Maybe they should even require a special permit for each large event held.

Thanks,
Jane O'Riordan

Jane O'Riordan

Terre Rouge and Easton Wines
Top 100 Winery 2022
Wine and Spirits Magazine

cell: 209.610.8966
off: 209.245.3117



MEMORANDUM

September 14, 2023

To: Amador County Land Use Committee

From: Robin D. Peters, P.E.
Delta Engineering, Inc.

Re: Winery & wine tasting use regulations

Thank you for another opportunity to comment on draft changes to the A, AG and R1-A zoning district regulations as they relate to winery and wine tasting uses.

I submitted comments on the prior draft ordinance changes in my August 24 memo to the Committee. My comments were discussed by the Committee and as the minutes reflect, were acknowledged as valid and worthy of further consideration. Specifically, my August 24 comments relating to setbacks and to what setbacks apply, and my comments regarding the need for bullet-proof and enforceable definitions, were discussed by the Committee and all indications were that appropriate changes would be incorporated into the present draft.

I note however, that the notion that setbacks should somehow apply to wineries (vs. tasting rooms, event centers, etc.) is still baked into the latest draft of the A and AG regulations. In similar fashion, the definitions in the current draft have scarcely been changed from the prior version. It was my understanding after the last meeting that these issues were to be addressed in the present draft, but I struggle to see where they have been given serious attention.

As a general statement, time and effort are required to put forward thoughtful and meaningful comments, and it's disappointing to see those comments go largely unaddressed. I understand the Committee's desire to move this project forward, but I respectfully ask that more effort be made to translate the Committee's direction into ordinance language that shows steady progress toward a fair and enforceable document that requires little or no interpretation. The current versions fall short, unfortunately, and still require some work.

Thank you for your time and attention.

Robin



MEMORANDUM

February 13, 2024

To: Amador County Planning Commission

From: Robin D. Peters, P.E.
Delta Engineering, Inc.

Re: Winery & wine tasting use regulations
Winery ordinance update

Thank you for this opportunity to comment on draft changes to the A, AG and R1-A zoning district regulations as they relate to winery and wine tasting uses. As a practitioner of land use planning & permitting, I frequently represent the regulated public on winery-related issues. I'm also a designer of the infrastructure associated with these facilities, including parking facilities, access corridors, etc.

It's relatively common that I advise current and prospective landowners regarding what they can and cannot do on a property, so when the Land Use Committee articulated an early goal of bringing certainty to winery and wine tasting facility regulations, I was encouraged. We've worked for many months now to inject certainty and simplicity into the group of ordinances that address winemaking and wine tasting, and the complex dance of solving problems while preserving rights is in full display in the current draft.

Unfortunately, while we've come a long way, certainty has not been achieved through the current draft language, and neither has simplicity. Several major areas of concern remain and need further work. In no particular order, please consider the following:

Tying allowable uses and activities to roadway classification

The draft revisions restrict allowable uses and activities based on whether a winery is located on a "major" or "minor" roadway. Neither of the terms are defined, and both of the proposed definitions are vague and subject to immediate interpretation. The terms "higher volume of traffic", "higher speeds", "relatively straight", "a number of", "significant number of curves", "fewer homes", "many existing wineries", etc. may be suitable talking points, but have no real meaning and cannot be used in a municipal code environment as the basis for fairly-applied land use regulation.

Further, the use of major and minor roadway designations as a fundamental component of tiered regulations, particularly when such classifications are poorly defined, has the potential to have effects opposite those intended. For example, the more intense uses are allowed only at facilities located on major roadways, which will incrementally concentrate impacts into just a few corridors so designated. Would it not make more sense to distribute impacts evenly and over a wider geographical area to avoid impact concentrations (traffic being the obvious example)?

We also note that the draft language does not apply to the AG or R1-A zoning districts, rather only to the A zoning district. We see no rationale for singling out the A district as though it were unique in some way compared to the other districts. In fact, the pallet of allowable uses and activities is similar across district boundaries with the sole exception of R1-A, which requires a use permit for wine tasting activities.

To simplify day-to-day application of the revised winery ordinance and in an effort to avoid the concentration of impacts, we recommend elimination of the roadway classification test from the revised language.

Expansion of uses established prior to the adoption date

A great deal of energy has been expended at Land Use Committee meetings on the concepts of vesting, prior uses, and the notion that uses in operation prior to adoption of the ordinance should not be affected. Page 2 of tonight's staff report (first bullet point on bottom half of page) incorporates the concept of expansion, saying "*[w]ineries with building permits issued prior to the adoption date of the ordinance revisions will be allowed to continue operations, including expansion, under the terms of existing ordinances which will remain in place.*"

We think the staff report accurately portrays the Land Use Committee's direction – i.e. that if a use exists now, prior to adoption of the revised ordinance, the use may continue as though the ordinance had not been changed. Note that I use the word "use", rather than "building", even though the draft language of the revised ordinance uses issuance of a building permit as a trigger for implementation of the new regulations. It is imperative that pre-existing uses should not be subject to the new regulations, now or in the future, so that landowners who have a vested interest in the livelihoods and improvements associated with the use do not have their investments taken from them.

The revised language should be modified throughout to clarify this position.

Parking lot setbacks from residential properties containing an occupied residence

The Land Use Committee's general goal was to separate parking lot impacts (noise, dust, fumes) from nearby residences. However, a residence located in the center of a 40-acre property is not going to be affected by a vehicle operating adjacent to the property boundary 600 feet away. Additionally, the "occupied residence" concept is by definition fleeting, as

residences are occupied today, but perhaps not tomorrow – some are in a constant state of flux. Is a residence listed on the real estate market and temporarily vacant “occupied”? Is a short-term vacation rental property, which may see visitors a few times a month, “occupied”?

As a general statement, I urge the Planning Commission to focus on the impact-generating activity and regulate the activity itself. It makes no sense to push a parking area 50 feet away from a property boundary that has only vines on the other side, or from a property already supporting a residence that is more than 50 feet away. Let’s craft a regulatory scheme that does not establish setbacks arbitrarily and which avoids solving problems that don’t exist.

Parking demand factors for wine tasting facilities

The current municipal code is silent on parking demands associated with wine tasting facilities. The fallback position has been to use a demand factor for facilities that are deemed roughly similar. The result, however, is in most cases to grossly over-state the need for parking at a small wine tasting facility. Requiring more parking than is reasonably required serves to increase grading, increase stormwater runoff, decrease area available for agricultural uses, and in general runs afoul of the rural nature of Amador County’s agricultural areas.

We recommend that the zoning code should be modified to incorporate reasonable and time-tested parking demand factors for wine tasting facilities, using local experiences at local tasting rooms as a metric.

Amplified sound

We recommend that all references to “amplified music” should be changed to “amplified sound”, a term more widely recognized in the regulatory industry.

In a general sense, it’s my belief that most who have worked on this project recognize that the only way rural agriculture and wine tasting facilities with events can co-exist is through reasonable regulation of impacts. The devil, as they say, is in the details. When it comes to amplified sound, it makes sense for the regulated wine tasting and event industry to maintain a level of impact that is tolerable to neighboring uses, which may well include residences. While I realize the current language may relate back to the General Plan, I question whether it is good enough regulation for this application.

I encourage the Planning Commission to take a fresh look at the amplified sound language in the revised (and existing) language.

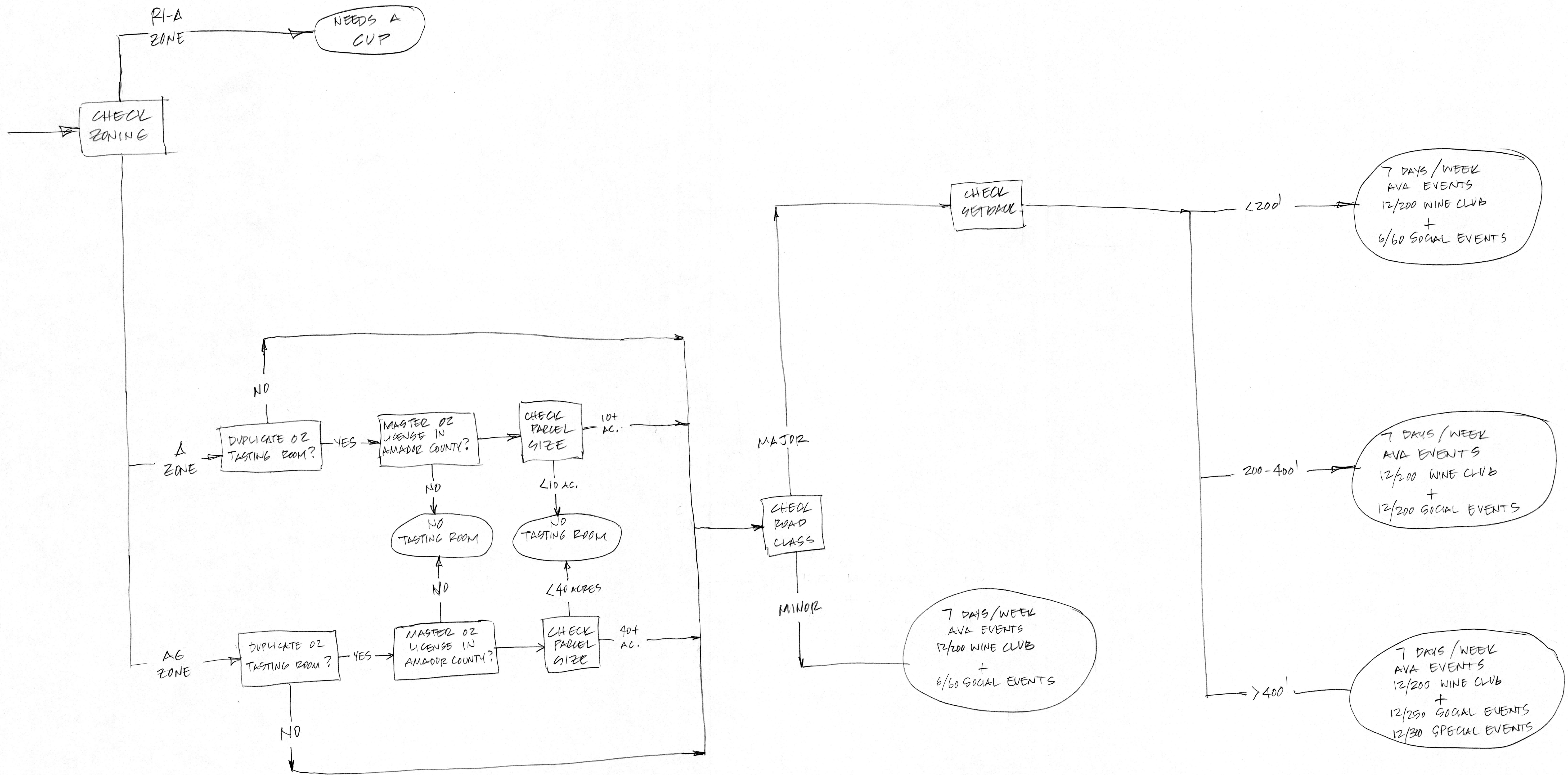
Master vs. duplicate tasting room differentiation

Snaking through existing and revised ordinance language is differentiation between a master and a duplicate tasting room. In the interest of simplifying the ordinance and avoiding confusion, please take a fresh look at this issue and ask whether there is any good reason to differentiate between these two types of facilities. A tasting room is a tasting room ... as long as the master 02 license is located in Amador County, does it matter whether the tasting room is a duplicate? I think not. Please consider eliminating this distinction throughout the ordinance.

General organization of the ordinance

Aside from the specific comments listed above, as a general statement I find the AG and A ordinance chapters difficult to navigate. I suspect this is due to incremental changes being folded into the ordinance over a long period of time without attendant re-arrangement. In any case, the revised language adds significantly to the text, and additions to already confusing structure makes for very difficult navigation. A good example of this is in the A district regulations, where duplicate tasting rooms are included on the list of uses requiring a conditional use permit, but later are (apparently) granted by the planning department with notice and no hearing. There are a number of other opportunities to clean up the organization and make it easier to implement and less subject to interpretation.

Thank you again for the opportunity to participate in the winery ordinance update process. Please direct staff to work with this office and other interested parties to address the issues articulated above, and others, and to bring back a fresh document for Planning Commission consideration.



June 21, 2024

VIA EMAIL

The Honorable Chair Brian Oneto
& Members of the Amador County Board of Supervisors
County of Amador
810 Court Street
Jackson, CA 95642

Re: Public Hearing on Winery Zoning Ordinance Amendments and Noise Ordinance Amendment
Hearing Date and Time: June 25, 2024, at 10:300 a.m. Item 6.b

Dear Chair Oneto and Board Members:

Abbott & Kindermann, Inc. represents Domenico Winery, regarding the Amador County (the “**County**”) Winery Zoning Ordinance Amendments and Noise Ordinance Amendment (collectively, the “**Ordinances**”) which were recommended for approval by the County Planning Commission on May 14, 2024. Domenico Winery supports the Board of Supervisors approving the Ordinances as currently drafted. We are appreciative of the County’s planning staff for their willingness to have an open dialogue with members of the local wine industry who will be affected by these Ordinances. Domenico Winery appreciates the County’s efforts to seek a balance between the requests of residential neighbors located in agricultural areas to restrict winery operations, while acknowledging the operational needs of the wine industry.


Domenico Winery also appreciates that the County’s General Plan promotes and supports Amador County’s wine industry, comprised of agriculture-supporting businesses. As set forth in the General Plan Economic Development Element:

The County will encourage the continued economic viability of farming, ranching, and agricultural business. Agriculture-related businesses and agri-tourism can offer important sources of income for farmers and ranchers. The County will support continued use of agriculture-related businesses, including wine tasting and roadside stands.

The Honorable Chair Brian Oneto
& Members of the Board of Supervisors
County of Amador
June 21, 2024
Page 2 of 2

Domenico respectfully requests that the Board of Supervisors adopt the Ordinances as recommended for approval by the Planning Commission on May 14, 2024. We appreciate the opportunity to provide input to the Board of Supervisors and Planning staff on this matter. We look forward to answering any questions you may have.

Very truly yours,



Diane G. Kindermann

JGM/rmo`
cc: Clients

Honorable Chair Brian Oneto – District 5
BOneto@amadorgov.org

Patrick Crew – District 1
pcrew@amadorgov.org

Richard Forster – District 2
rforster@amadorgov.org

Jeff Brown - District 3
jeffbrown@amadorgov.org

Frank Axe – District 4
faxe@amadorgov.org

Clerk of the Board of Supervisors
clerkoftheboard@amadorgov.org

Chuck Beatty, AICP
Planning Director
planning@amadoregov.org

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: July 9, 2024

SUBJECT

Behavioral Health 1st Amendment to Agreement with Chelsea Yule, LCSW to provide therapeutic interventions with mothers of young children - FY 24-25

Recommendation:

Sign the first amendment

4/5 vote required:

No

Distribution Instructions:

Please return signed copy to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo to BOS Chelsea Yule.pdf](#)
- [Chelsea Yule 1st Amendment signed by Contractor.pdf](#)
- [Chelsea Yule Executed Agreement fy 22-24.pdf](#)
- [Chelsea Yule Executed Exemption 4.10.2024.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 Director *MC*
Date: June 21, 2024
RE: Behavioral Health Department and Chelsea Yule, LSCW - DBA Chelsea Yule Solutions Agreement Fiscal Year 2024-2025

Background:

Amador County Behavioral Health Services (ACBHS) provides mothers and their families, mental health intervention services with a program called MomCHAT. The goal of this program is to support mothers at crucial points during pregnancy and postpartum in an effort to reduce or eliminate mental health challenges from occurring or becoming severe.

This project requires a licensed therapist, with experience in working with mothers of young children, who can provide therapeutic interventions, as appropriate, to prevent the onset of mental health challenges or provide the tools necessary to cope with mental health issues during pregnancy and postpartum. Chelsea Yule, LCSW specializes in working with women managing depression, anxiety, marital conflict, work-life balance, motherhood, challenging life transitions and more.

This project specifically targets pregnant women living in Amador County and will implement new protocols that normalize behavioral health treatment throughout pregnancy, post-partum, and annually.

Key Issue:

Although pregnancy is typically considered a time of emotional well-being, recent studies suggest that up to 20% of women suffer from mood or anxiety disorders during pregnancy.

Staff analysis:

Amador County Behavioral Health does not have the capacity to dedicate a therapist to this project. Private therapists are scarce in rural areas and Amador County is no exception to this rarity. In fact, there are currently a lack of providers experienced in perinatal mood and anxiety disorders to serve the population as a whole.

Due to the fact that Chelsea Yule, LCSW has successfully provided services to the target population for over four years and has successfully implemented the project, it would be detrimental to the target population, the project's integrity and Amador County Behavioral Health to not continue the contract.

Recommendation/Request:

Approve the Agreement for Fiscal year 24-25.

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Chelsea Yule, DBA Chelsea Yule Solution, a Sole Proprietor (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 15, 2022, 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, 2025.

2. Attachment A to the Original Agreement is hereby deleted, and the document attached as Attachment A 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: Chelsea Yule, DBA Chelsea Yule Solutions, a Sole Proprietor

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY:  _____
Chelsea Yule, LCSW
Owner

Federal I.D. No.: 83-4147287

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 A – SCOPE OF WORK

Program Description

MomCHAT was a two-person wellness team that consisted of a licensed therapist and a peer partner. The licensed therapist provided interventions and treatment protocols while the peer partner used lived experience as a way to engage mothers while providing ongoing case management, referrals and resources to those who participate in the program.

Chelsea Yule, LCSW is the licensed therapist on MomCHAT's wellness team and has been so since the program's inception. Chelsea Yule, LCSW will provide therapeutic interventions and treatment to pregnant woman in Amador County. Chelsea Yule, LCSW will work in collaboration with the wellness team, ACBHS and other identified partners to develop and utilize program protocols, service delivery, data collection methods and support evaluation.

Program Objectives

1. Chelsea Yule, LCSW will provide twelve hours per week for direct services in relation to the MomCHAT project. The day assigned for purposes of this project is Tuesdays, however, flexibility is required in order to meet the best needs of the target population. The direct services will align with MomCHAT project protocols.
2. Chelsea Yule, LCSW shall provide services as the licensed therapist and case manager and document services provided according to industry best practices and in compliance with HIPAA and other privacy laws.
3. All services and work in association with this project shall align with the MomCHAT project work plan, the approved project guidelines and the laws and regulations as stated in the Mental Health Services Act.
4. Chelsea Yule, LCSW will support and implement evaluation, as agreed upon between Chelsea Yule, LCSW and ACBH, in accordance with the programs best interest as determined by the MomCHAT wellness team.
5. Chelsea Yule, LCSW shall attend and collaboratively participate in all workgroup meetings related to MomCHAT. When necessary, Chelsea Yule, LCSW shall participate in local meetings, forums, and events to foster collaboration and community engagement concerning the MomCHAT project.
6. MomCHAT name, project logo, protocols and data belongs exclusively to ACBHS through the Mental Health Services Act and will not be shared or used elsewhere without specific written permission from the Amador County Behavioral Health Director.
7. Chelsea Yule, LCSW will participate in at least one Cultural Competence Training(s) provided by ACBHS (or other appropriate organizations) annually and submit proof of completion to ACBHS.
8. Make referrals to ACBHS or other community partners as appropriate.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 15, 2022 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Chelsea Yule, DBA Chelsea Yule Solution, a Sole Proprietor (the "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 in the business of providing therapeutic interventions and treatment services similar to those 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 therapeutic interventions and treatment services to residents of Amador County referred by the Director of Behavioral Health (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 to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, 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.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2022 through June 30, 2024. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior 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.

4.1 County shall have the right to terminate this Agreement upon sixty (60) 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 legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

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 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

5.3 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, Contractor 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 Contractor under this Agreement or any other agreement.

5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

- 6.3 Contractor 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 Contractor to perform the Work, Contractor 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), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor 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 Subcontractor and County.
- 6.5 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 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.
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 is under 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 at least monthly, 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 therefor.

11. INSURANCE. Contractor 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 Contractor, its agents, representatives, or employees. Within five (5) business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor 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 Contractor 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 Contractor 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 Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor 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 Contractor. 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 Contractor 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 Contractor'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 Contractor'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 Contractor'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: 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 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 Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Contractor 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 Contractor'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, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.*
- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor 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. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, 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 Contractor by any person or entity.

13. DOCUMENTS AND RECORDS.

13.1 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 ten (10) 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.

13.2 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, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

13.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by

County and state and federal agencies to the working papers of the external independent auditor.

13.4 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.

13.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

14.1 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).

14.2 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.

15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. While performing any services pursuant to the Agreement, being present on any County property, or using County equipment, the Consultant, its employees, subcontractors and agents (1) shall not be in any way 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; and (3) shall not sell, offer, or provide alcohol or an illegal drug to another person.

15.1 If Consultant, or any employees, sub-contractors, or agents violate any of the above provisions, the County may terminate the Agreement immediately.

16. 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, immediately 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 within 1 business day of discovery 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 Behavioral Health Dept.
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.

17. 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: Chelsea Yule Solutions
Chelsea Yule, LCSW
18 Bryson Drive
Sutter Creek, CA 95685

To County: Amador County Behavioral Health
10877 Conductor Blvd, Suite 300
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.


18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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 ten 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 ten years after final payment hereunder.
24. CONFLICT OF INTEREST. Contractor 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. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

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

COUNTY OF AMADOR


CONTRACTOR: Chelsea Yule, DBA Chelsea Yule Solutions, a Sole Proprietor

BY: 
~~Frank Axe~~ *Richard M. Forster*
Chairman, Board of Supervisors

BY: 
Chelsea Yule, LCSW
Owner
Fed ID: 83-4147287

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: 

ATTACHMENT A – SCOPE OF WORK

Background

Amador County Behavioral Health Services (ACBHS) was approved to pilot a maternal mental health project, MomCHAT, for a period of five years starting July 1, 2017 through June 30, 2022. MomCHAT provides mothers (and their families) mental health intervention services in order to prevent mental health challenges from occurring or becoming severe and disabling prior to or after the birth of their child. The goal of the pilot project was to support mothers at crucial points during pregnancy and postpartum in an effort to reduce or eliminate mental health challenges from occurring or becoming severe.

Throughout the pilot learning occurred that revealed most mothers participating in the program already had underlying mental health conditions, had a mental health history or found themselves in high-risk situations, due to a variety of factors. Much collaboration with community partners, crisis teams and ACBH occurred in order to fully develop protocols that support moms holistically in order to fully address the spectrum of mental health challenges they were facing. Due to the program's success, it will continue beyond the 'pilot' stage and be integrated as a regular Mental Health Services Act (MHSA) program, under the Community Services and Supports (CSS) component, for FY22/23.

Program Description

MomCHAT is a two-person wellness team that consists of a licensed therapist and a peer partner. The licensed therapist provides interventions and treatment protocols while the peer partner will use lived experience as a way to engage mothers while providing ongoing case management, referrals and resources to those who participate in the program.

The program requires a licensed therapist, with experience in working with mothers of young children, who can provide therapeutic interventions, as appropriate, to prevent the onset of mental health challenges or provide the tools necessary to cope with mental health issues during pregnancy and postpartum. Chelsea Yule, LCSW specializes in working with women managing depression, anxiety, marital conflict, work-life balance, motherhood, challenging life transitions and more.

Chelsea Yule, LCSW is the licensed therapist on MomCHAT's wellness team and has been so since the program's inception. Chelsea Yule, LCSW will provide therapeutic interventions and treatment to pregnant woman in Amador County. Chelsea Yule, LCSW will work in collaboration with the wellness team, ACBHS and other identified partners to develop and utilize program protocols, service delivery, data collection methods and support evaluation.

Program Objectives

1. Chelsea Yule, LCSW will provide twelve hours per week for direct services in relation to the MomCHAT project. The day assigned for purposes of this project is Tuesdays,

however, flexibility is required in order to meet the best needs of the target population. The direct services will align with MomCHAT project protocols. More hours for direct or MomCHAT related tasks may be allotted, with prior approval between Chelsea Yule, LCSW and Amador County Behavioral Health.

2. Chelsea Yule, LCSW shall provide services as the licensed therapist on MomCHAT's wellness team and document services provided according to industry best practices and in compliance with HIPAA and other privacy laws.
3. All services and work in association with this project shall align with the MomCHAT project work plan, the approved project guidelines and the laws and regulations as stated in the Mental Health Services Act.
4. Chelsea Yule, LCSW will support and implement evaluation, as agreed upon between Chelsea Yule, LCSW and ACBH, in accordance with the programs best interest as determined by the MomCHAT wellness team.
5. Chelsea Yule, LCSW shall attend and collaboratively participate in all workgroup meetings related to MomCHAT. When necessary, Chelsea Yule, LCSW shall participate in local meetings, forums, and events to foster collaboration and community engagement concerning the MomCHAT project.
6. MomCHAT name, project logo, protocols and data belongs exclusively to ACBHS through the Mental Health Services Act and will not be shared or used elsewhere without specific written permission from the Amador County Behavioral Health Director.
7. Chelsea Yule, LCSW will participate in at least one Cultural Competence Training(s) provided by ACBHS (or other appropriate organizations) annually and submit proof of completion to ACBHS.
8. Make referrals to ACBHS as appropriate.

ATTACHMENT B – FEE SCHEDULE

Service	Cost
Direct Services – 12 hours per week. Not to exceed 420 hours. (420 x \$125/hr) <i>Rate includes mileage reimbursement.</i>	\$78,000
Indirect Costs (calculated at 15%)	\$11,700
Total:	\$89,700

This contract is not to exceed Eight Nine Thousand Seven Hundred and no/cents (\$89,700.00) per each fiscal year.

ATTACHMENT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of July 15, 2022, made and entered into by and between the County of Amador and Chelsea Yule, DBA Chelsea Yule Solution, a Sole Proprietor (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Chelsea Yule, DBA Chelsea Yule Solution, a Sole Proprietor (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, HITECH regulations, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the

Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or

disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized

access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity,

the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI

for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

15. Conflict of Interest. Business Associate shall not utilize in the performance of the Contract any State officer or employee of the State civil service or other appointed State Official unless the employment, activity or enterprise is required as a condition to the officer's or employee's regular State employment (Pub. Con. Code 10410; 42 C.F.R. 438.3(f)(2).) The Business Associate shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest. (MHP Contract. Ex.A. Att. 1)

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health
Department ("Covered Entity")

(Business Associate) Chelsea Yule, DBA
Chelsea Yule Solution, a Sole Proprietor

By: Melissa Cranfill
Melissa Cranfill
Director of Behavioral Health Department

By: Chelsea Yule
Chelsea Yule, LCSW
Owner

Date: 7/19/2022

Date: July 15, 2022



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: 04/08/2024

Contact Name: Karen Vaughn

Phone: 209-223-6394

Estimated Total Cost: \$ 89,700 per fiscal year

Proposed Vendor: Chelsea Yule, LCSW

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:

Chelsea Yule is the clinician that coordinates our MomCHAT program. MomCHAT is an existing program funded by MHSA (Mental Health Services Act). With the passage of Proposition 1 on the March ballot, MHSA will be re-imagined, the name changed to BHSA (Behavioral Health Services Act), the funding buckets and requirements will be changing.

DHCS is the oversight agency of this funding, and is providing the counties a period to transition from MHSA to BHSA – guidance will ultimately be provided, but the directive is to continue current MHSA activities.

Due to the volatility and short term of the MHSA funding, Amador County's Behavioral Health Director – Melissa Cranfill, LCSW and County Administrative Officer – Chuck Iley have agreed that extending MHSA contracts an additional year (FY24-25) will allow for a smooth transition to BHSA guidelines.

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

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

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: AW - Cpl. LCSW 4/8/24
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: Jon Hyki 4.10.2024
Procurement Officer / Date

Procurement Officer Use Only

- Contract
- Purchase Order
- On Account
- BOS Approval Required

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: July 9, 2024

SUBJECT

Contract Renewal with The ARC of Amador/Calaveras Counties for Servicing of Recycling Bins

Recommendation:

Approve contract with ARC of Amador/Calaveras Counties for recycling services from July 1, 2024 through June 30, 2026

4/5 vote required:

No

Distribution Instructions:

WM/County Counsel/Board Clerk

ATTACHMENTS

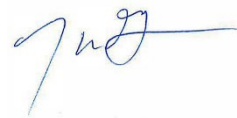
- [BOS Memorandum RE The ARC Contract Renewal 2024-26 07-09-24.pdf](#)
- [ARC Agreement 2024 06-25-24 vBOS Final.pdf](#)



WASTE MANAGEMENT & RECYCLING

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

MEMORANDUM

TO: Board of Supervisors
FROM: Jeff Gardner, Director of Solid Waste/Safety Coordinator 
DATE: July 9, 2024
SUBJECT: Contract Renewal with The ARC of Amador/Calaveras Counties

The Arc of Amador and Calaveras' mission is to provide support and services to persons with intellectual and developmental disabilities so they can better learn, work, live and recreate in the mainstream of life.

Since 1971, The Arc has been providing support and services to people with developmental disabilities. The Arc is a nonprofit membership corporation open to anyone with an interest in the welfare of individuals with developmental disabilities. The membership elects officers to serve on the Board of Directors each year.

In addition to the direct services The Arc provides to people in Amador and Calaveras counties, The Arc:

- Advocates for the development of new services
- Works cooperatively with regional, state, and national organizations to promote the welfare of individuals with developmental disabilities
- Plans to ensure the long-term availability of services for people with developmental disabilities
- Works to increase community awareness regarding the strengths and needs of people with developmental disabilities
- Works to enhance the health and wellness of the people served

The ARC is a local not-for-profit organization that has been working with the County for quite a while now. They provide transportation, materials and personnel to service recycling bins for the collection aluminum cans, plastic bottles, and glass in the unincorporated areas of the county. These include, Volcano Park, Pine Grove Elementary School, Pine Grove Park, Upcountry Community Center in Pine Grove, Amory Hall in Volcano, Pioneer Elementary School, County General Services Building, Gas Station located at County General Services, County Administration Building, and County Health and Human Services Building.

They maintain the areas immediately surrounding the recycling bins free from debris and transport all materials collected to a processor for recycling, while removing and properly disposing of any refuse and collected material that is not recyclable. They obtain volume reports from each processor to which recycled materials are delivered, and submit them to County on a monthly basis.

The County has maintained a very good working relationship with the ARC management and personnel for many years. Their programs provide many benefits to members of the community and they have been involved in recycling right from the start. I highly recommend renewal of this contract.

Funding is provided by the annual beverage container recycling grant program.

**AGREEMENT BETWEEN AMADOR COUNTY AND THE ARC
FOR SERVICING OF RECYCLE BINS**

THIS AGREEMENT FOR SERVICING OF RECYCLING BINS (this "Agreement") is entered into as of July 1, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and The Arc of Amador and Calaveras, a California non-profit corporation ("Contractor").

RECITALS

A. County has received or will receive certain funds from the Department of Conservation ("DOC") of the State of California in conjunction with DOC's S.B. 332 City/County Payment Program, for use in furthering recycling efforts within Amador County.

B. Contractor provides staffing, transportation and equipment necessary to service recycling bins located in various locations by collecting recycled materials for delivery to processing facilities.

C. County desires to engage Contractor, and Contractor desires to be engaged by County, to service specified recycling bins in designated areas of Amador County, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONTRACTOR. Contractor shall provide transportation, materials, and personnel to service recycling bins for the collection aluminum cans, plastic bottles, and glass in accordance with the following conditions:
 - 1.1 Contractor shall weekly collect all materials from the County's recycling bins (the "Bins") and shall provide for and replace clean plastic bags for each Bin in the following locations (the "Sites"): Volcano Park, Pine Grove Elementary School, Pine Grove Park, Upcountry Community Center in Pine Grove, Amory Hall in Volcano, Pioneer Elementary School, County General Services Building, Gas Station located at County General Services, County Administration Building, and County Health and Human Services Building.

1.2 Contractor shall maintain the areas immediately surrounding the Bins free from debris.

1.3 Contractor shall transport all materials collected to a processor for recycling, and shall properly deposit as refuse any collected material that is not recyclable.

1.4 Contractor shall obtain volume reports from each processor to which recycled materials are delivered, and shall submit such reports to County on a monthly basis.

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

3. TERM, TERMINATION OF AGREEMENT. ***This Agreement shall terminate two years***

from the date of this Agreement unless extended by mutual agreement of the parties.

County reserves the right to terminate, cancel, suspend, or abandon the execution of all or any part of the Work contemplated by this Agreement with or without cause on seven (7) days written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

This Agreement may also be immediately terminated by County upon written notice to Contractor in the event Contractor or any of its employees fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

4. COMPENSATION TO CONTRACTOR. ***County shall pay to Contractor the sum of \$42.00 per hour for its weekly servicing of the Sites, not to exceed \$84.00 per round trip once per week. In addition to any money received from County, Contractor shall be entitled to retain any monies received from the processor to which the recycled materials are delivered.***

5. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

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

8. LICENSES, PERMITS, AND LEGAL AND REGULATORY COMPLIANCE. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

9. INSURANCE.

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

9.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.

9.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.

9.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars \$1,000,000 per occurrence and Two Million Dollars \$2,000,000 annual aggregate. If Professional Liability insurance is written on a claims made form, Consultant shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

9.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. In the event the insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

9.3 Certificates of insurance must include the following provisions:

9.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

9.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

9.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

9.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

9.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his

employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

11. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.
12. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Consultant has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by Consultant if disclosure is deemed by County to be required by law or by court order.
13. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner

prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

14. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/Policies> which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as Attachment A.

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

To Contractor: The Arc of Amador and Calaveras

Attn: Karyn Gregorius, Executive Director
75 Academy Drive Sutter Creek, CA 95685

To County: Amador County Waste Management

810 Court Street
Jackson, CA 94642

With a copy to: Office of the County Counsel

Amador County
810 Court Street
Jackson, CA 95642

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

16. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

17. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

18. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

19. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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

COUNTY:

CONTRACTOR:

BY: _____

BY: _____

Jeff Gardner
Director of Solid Waste

Karyn Gregorius
Executive Director

Federal I.D. No.: 23-7312930

APPROVED AS TO FORM: GREGORY
GILLOTT, AMADOR COUNTY COUNSEL

ATTEST: JENNIFER BURNS, CLERK OF
THE BOARD OF SUPERVISORS

BY: _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: July 9, 2024

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG245108 - Wenke

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

- [AG245108 - ATF.pdf](#)
- [AG245108 - Resolution.docx](#)
- [NOTARIZED AGREEMENT.pdf](#)

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: _____

From: Samantha Barton
 (Department Head - please type)

Phone Ext. 422

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:
07/09/2024

Department Head Signature _____

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for AG245108 - WENKE

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The WENKE'S have submitted an application for an Agricultural Exemption (AG245108) 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 26162 Sherwood Drive, Pioneer, being APN 023-620-023-000.

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
 Committee Review? N/A

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

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 – Russell B. Wenke and Joy V. Wenke)

WHEREAS Russell B. Wenke and Joy V. Wenke (“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 AG245108 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their July 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 AG245108 by and between the County of Amador and Russell B. Wenke and Joy V. Wenke on the terms and conditions contained therein as it relates to Building Permit Number AG245108.

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 July 9th, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Jeffrey Brown
Chair, Board of Supervisors

ATTEST:

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

By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 023-620-023-000
Site Address: 26162 Sherwood Drive, Pioneer CA 95666
Agricultural Building Permit Exemption No: AG245108

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of July 9th, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") Russell B. Wenke and Joy V. Wenke, as Co-Trustees of the Wenke Living Trust ("Owners")

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:

Parcel2, as shown and designated on that certain map entitled "Parcel Map NO. 2577 for the Weinert Family Living Trust" filed for record June 16, 2005 in Book 57 of Maps and Plats, at page 86, Amador County Records.

APN: 023-620-023-000

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:

Russell B. Wenke and Joy V. Wenke,
as Co-Trustees of the Wenke Living
Trust ("Owners")

BY: _____
Brian Oneto
Chair, Board of Supervisors

BY: 
Russell B. Wenke

Date Signed: 5/1/24

BY: 
Joy V. Wenke

Date Signed: 5/1/24

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]

See Attached CA
Compliant Notary
Certificate

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 Santa Clara

On May 07, 2024 before me, Neha Bishnoi, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Russell B Wenke and
Name(s) of Signer(s)
Joy V Wenke

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 Neha Bishnoi
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Agreement to Limit Uses of agricultural structure
Document Date: 05.07.2024 Number of Pages: 03
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Russell B Wenke Signer's Name: Joy V Wenke
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: Self Signer is Representing: Self

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: July 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 2022-001 for John R. Lewis and Jeanette L. Lewis, Trustees of the Lewis Family Revocable Trust dated September 9, 2002, 2021-0010811 property owners of Assessor Parcel Number 030-140-053, and Jeff Miller and Mary J. Moran 2004-001207 property owners of Assessor Parcel Number 030-140-052. The properties are along Spurlock Lane in Pine Grove.

Recommendation:

adopt the resolution approving the extension

4/5 vote required:

No

Distribution Instructions:

Surveying - one original or certified resolution

ATTACHMENTS

- [Extension request staff report.docx](#)
- [067M023.pdf](#)
- [Assessor's Map highlighted.pdf](#)
- [Lewis ROA extension.doc](#)
- [LewisMiller Lot Line Extension needed.pdf](#)
- [2022-001 Before and After.pdf](#)

June 28, 2024

To: The Honorable Board of Supervisors

From: Amador County Surveying Department

Subject: Boundary Line Adjustment 2022-001 for John and Jeanette Lewis, Jeff Miller, and Mary Moran Assessor Parcel Numbers 030-140-053 and 030-140-052

Dear Board Members:

The subject agenda item is pertaining to a request from property owners who previously submitted a Boundary Line Adjustment. The map showing the concept for the Boundary Line Adjustment recorded. Completing the BLA requires the property owners to record new deeds to reflect the adjustments to the properties. The property owners have not been successful in recording new deeds. In this adjustment, the property owners have become aware of the extenuating financial hardship that would be created if they record deeds now. The concept Boundary Line Adjustment as shown on 67M023 recorded on May 31, 2022 into Amador County Records. A one year extension was already granted to the property owners without controversy. The recommendation of the County Surveyor is to approve another one year extension, to expire May 31, 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.

NOTES and LEGEND

- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 SET ON THIS SURVEY
- DENOTES 3/4" REBAR TAGGED LS 3161 PER 15-M-32 UNLESS OTHERWISE NOTED
- ⊙— DENOTES 3/4" REBAR, NO TAG, PER 15-M-32, UNLESS OTHERWISE NOTED
- ▲— DENOTES CAPPED 3/4" IRON PIPE IN MOUND OF ROCKS PER 15-M-32
- ⊗— DENOTES 1-1/2" IRON PIPE, NO TAG, PER 15-M-32
- ⊕— DENOTES 1" IRON PIPE, NO TAG, PER 15-M-32
- ⊗— DENOTES FOUND 3/4" REBAR TAGGED LS 2902
- DENOTES A CALCULATED POINT ONLY, NOTHING FOUND OR SET
- () DENOTES RECORD DATA PER 15-M-32
- CL DENOTES CENTERLINE OR DISTANCE TO CENTERLINE

RECORD of SURVEY BOUNDARY LINE ADJUSTMENT

for
**JOHN R. LEWIS and JEANETTE L. LEWIS, Trustees of the
Lewis Family Revocable Trust dated September 9, 2002**
2021-0010811

and
JEFF MILLER and MARY J. MORAN
2004-0012037

PORTION OF NW, NE, SE AND SW 1/4 SECTION 33, T. 7 N., R. 12 E., M. D. M.
COUNTY OF AMADOR, STATE OF CALIFORNIA

Scale: 1" = 200'



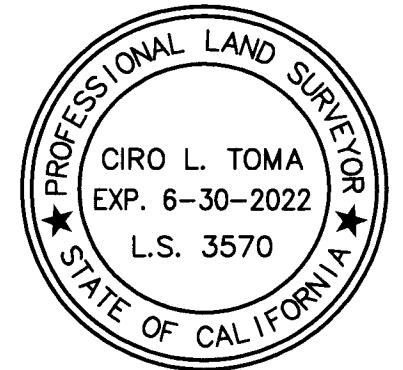
April, 2022

BASIS OF BEARINGS IS REFERRED TO THE SOUTH LINE OF "PARCEL C" AS SHOWN ON 15-M-32, THE BEARING OF WHICH IS N 79°45'34" W.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF JOHN LEWIS IN APRIL OF 2021.
DATE: May 5, 2022

Ciro L. Toma
CIRO L. TOMA P.L.S. 3570
MY LICENSE EXPIRES 6-30-2022



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 31st DAY OF MAY, 2022.

Roger R. Pitto
ROGER R. PITTO PLS 4626
AMADOR COUNTY SURVEYOR
MY LICENSE EXPIRES 9-30-2022



COMPLIANCE CERTIFICATE

THIS BOUNDARY LINE ADJUSTMENT IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE, BLA No. 2022-001 ON FILE IN THE AMADOR COUNTY SURVEYOR'S OFFICE, AND ANY APPLICABLE ORDINANCE ENACTED PURSUANT THERETO.

THIS ADJUSTMENT MUST BE COMPLETED IN ALL ASPECTS BY THE 31st DAY OF MAY, 2023. THE EXCHANGE OF DEEDS OR COMPLIANCE CERTIFICATES MUST BE RECORDED BEFORE THE ABOVE DATE PER ORDINANCE No. 1445, CHAPTER 17.89 OF THE AMADOR COUNTY CODE.
DATE: 5/31/2022

Roger R. Pitto
ROGER R. PITTO PLS 4626
AMADOR COUNTY SURVEYOR
MY LICENSE EXPIRES 9-30-2022



RECORDER'S STATEMENT

FILED THIS 31st DAY OF May, 2022 AT 4:08 P.M.
IN BOOK 67 OF MAPS AND PLATS AT PAGE 23 AT THE REQUEST OF
THE AMADOR COUNTY SURVEYOR.

FEE: \$ 10.00 Paid/Filed
INSTRUMENT No.: 2022-0004889

Kimberly L. Grady
KIMBERLY L. GRADY
AMADOR COUNTY RECORDER

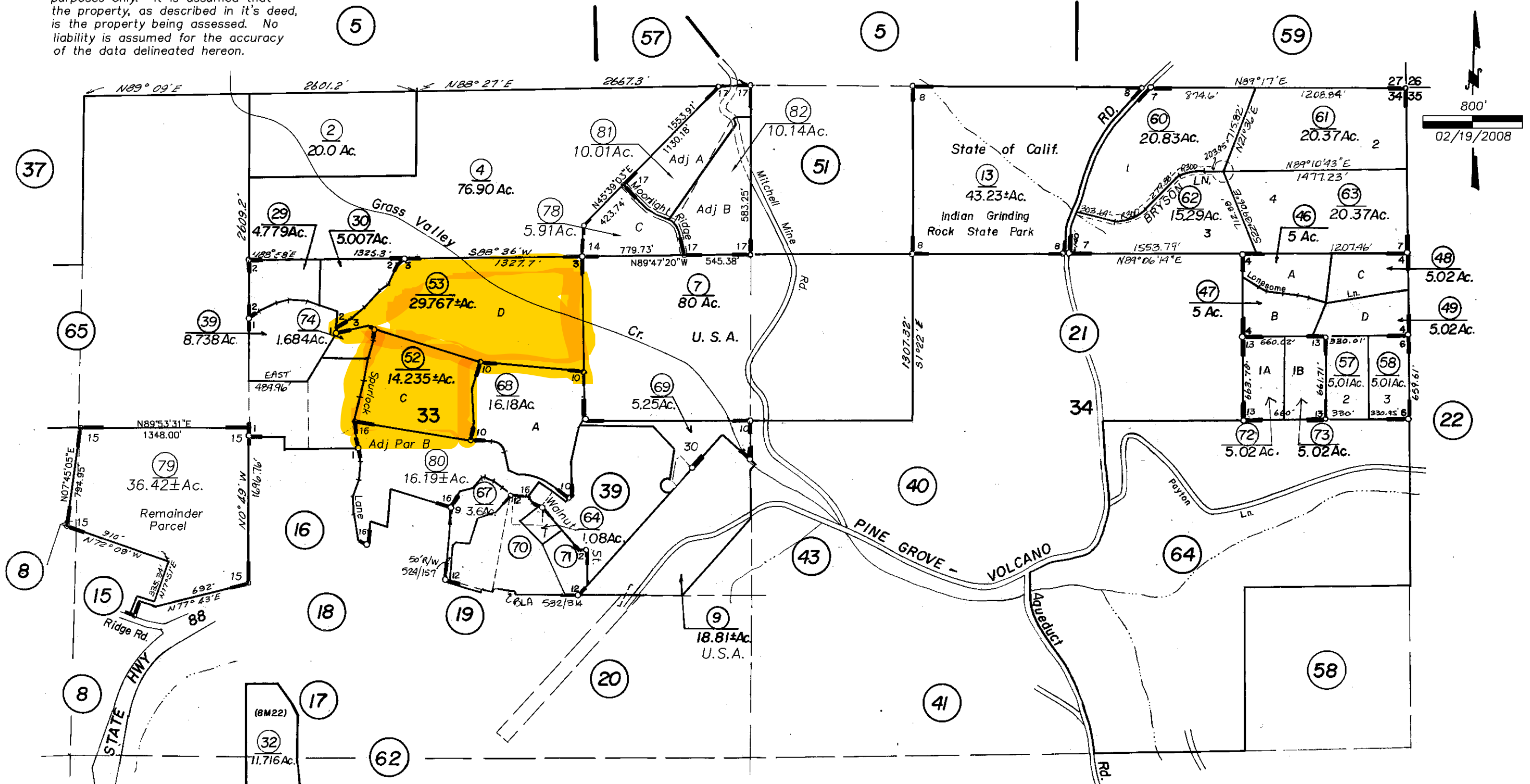
BY: *M. Carl*
DEPUTY



MARKER	BEARING	DISTANCE
1	(N 13°47'22" E 164.97')	
2	(N 16°02'50" E 199.59')	
3	(N 10°59'30" E 128.14')	
4	(N 11°24'30" E 191.36')	
5	(N 15°35'30" E 141.23')	
6	(N 08°22'30" E 89.82')	
7	(N 59°43'10" W 51.40')	
8	(S 77°27'00" W 267.10')	
9	(N 05°20'00" E 37.49')	
10	(N 55°25'00" E 134.46')	
11	(N 47°58'10" E 154.28')	
12	(N 41°34'30" E 178.48')	
13	(N 55°46'30" E 85.86')	
14	(N 26°28'40" E 170.36')	
15	(N 48°50'10" E 60.23')	
16	(S 89°29'30" E 100.32')	
17	(S 35°21'08" E 53.33')	
18	(S 27°58'31" E 116.56')	

67M023

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



800'
02/19/2008

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

38
15

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

- 5-R.M. Bk. 23, Pg. 29
- 6-R.M. Bk. 32, Pg. 72
- 7-P.M. Bk. 40, Pg. 1
- P.M. Bk. 9, Pg. 13
- 8-R.M. Bk. 41, Pg. 27
- 9-R.M. Bk. 41, Pg. 58
- 10-R.M. Bk. 42, Pg. 8
- 11-R.M. Bk. 43, Pg. 18 (10/27/88)
- 12-R.M. Bk. 43, Pg. 20 (11/17/88)
- 13-P.M. Bk. 44, Pg. 38 (2/21/90)

- 14-R.M. Bk. 48, Pg. 65 (9/9/94)
- 15-R.M. Bk. 55, Pg. 99 (9/19/2003)
- 16-R.M. Bk. 60, Pg. 14 (10/16/2007)
- 17-R.M. Bk. 60, Pg. 28 (12/10/2007)

82

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

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 2022-001 FOR
JOHN R. LEWIS AND JEANETTE L. LEWIS, TRUSTEES
OF THE LEWIS FAMILY REVOCABLE TRUST DATED
SEPTEMBER 9, 2002
2021-0010811 AND
JEFF MILLER AND MARY J. MORAN 2004-001207

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 John R. Lewis and Jeanette L. Lewis and Jeff Miller and Mary J. Moran.

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 July 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors
Brian Oneto

ATTEST:

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



Tiesha Adams <tadams@amadorgov.org>

Lewis/Miller Lot Line Extension needed.

1 message

John Lewis <John@commercialgutter.com>
To: Tiesha Adams <tadams@amadorgov.org>

Thu, Jun 27, 2024 at 2:20 PM

Hi Tiesha,

I am requesting another extension to file the approved and completed lot line adjustment for 14500 Spurlock and The Miller/Moran property.

We are getting the run around with the reverse mortgage company that the Millers have.

We just need them to sign off on it so I can file the new deed.

The Millers are going to be selling soon so I need the extra time to deal with the mortgage company.

Thank you,

John
408-591-5777

John Lewis CEO/President
Commercial Gutter & Cleaning
[408-591-5777](tel:408-591-5777) Personal Cell

http://abclocal.go.com/kgo/story?section=news/7_on_your_side&id=7708286

(WATCH MY VIDEO)

Inventor of Gutterglove Gutter & Leafblaster Gutter Guard Systems

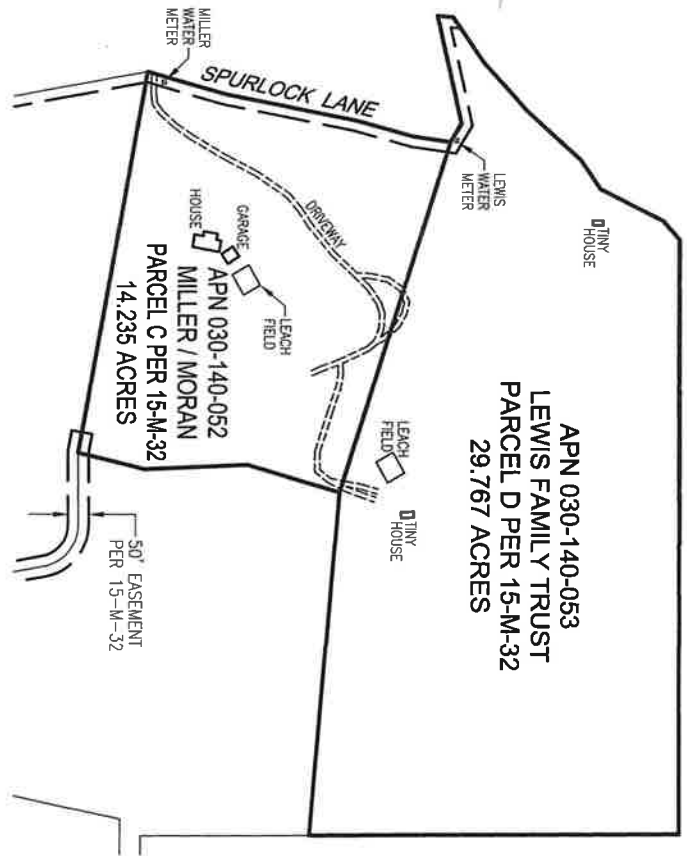
<http://www.GuttergloveoftheBayArea.com>

CCL# 957361
P.O. Box 1689
Fremont, CA 94538
[510-979-1600](tel:510-979-1600) Voice Fax [510-979-1300](tel:510-979-1300)
[510-979-1123](tel:510-979-1123) Voice Fax [510-979-1125](tel:510-979-1125)

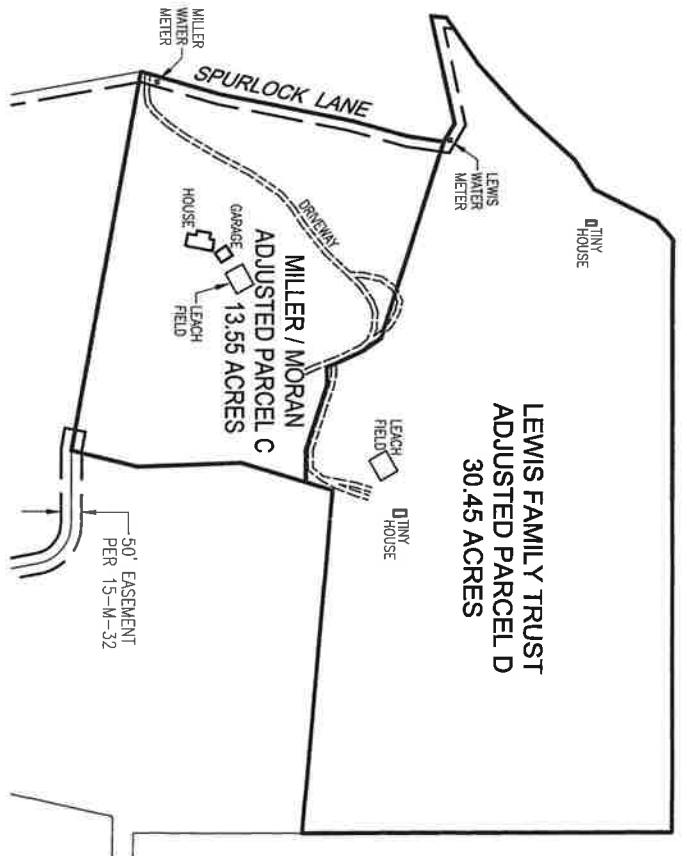
CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply e-mail, by forwarding this e-mail back to the sender or by **telephone at 408-591-5777** and destroy the original transmission and its attachments without reading or saving in any manner. As required by U.S. Treasury Regulations, we advise you that any tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.



Scale: 1" = 300'



Scale: 1" = 300'



BEFORE

AFTER

RECEIVED
 AMADOR CO. SURVEYING
 FEB 22 2022
 810 COURT ST.
 JACKSON, CA 95642

EXHIBIT MAP	
LEWIS TRUST - MILLER/MORAN	
PROPOSED BOUNDARY LINE ADJUSTMENT	
PORTION OF NW, NE, SE AND SW 1/4 SECTION 33, T. 7 N., R. 12 E., M. D. M. AMADOR COUNTY, CALIFORNIA	
DATE: 2.03.2022	SHEET 1 OF 1 SHEET
SCALE: 1" = 300'	
DRAWN BY: GAW	
JOB NO.: 2102-03	

TOMA & ASSOCIATES INC

ENGINEERING - SURVEYING - PLANNING
 41 Summit Street, Jackson, CA 95642
 (209) 223-0156

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: July 9, 2024

SUBJECT

General Services Administration: RFQ 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting

Recommendation:

1) Award RFQ 24-08 to Lumos & Associates for Architectural Services for Pickleball/Tennis/Basketball Courts and Ball Field Lighting in an amount not to exceed \$32,120.00 for basic services and; 2) Authorize the General Services Director and County Counsel to negotiate final terms and conditions based upon the sample agreement attached and; 3) Authorize the Chairman to execute the Professional Architectural Agreement contingent upon the Director of General Service and County Counsel's approval.

4/5 vote required:

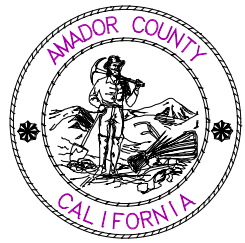
No

Distribution Instructions:

County Counsel, Jon Hopkins, Danielle Whitaker, Mark Olivarria

ATTACHMENTS

- [RFQ 24-08 Architectural Services memo 7.1.2024.pdf](#)
- [RFQ Receipt Log.pdf](#)
- [RFQ 24-08 Eval Sheet 6.27.2024.pdf](#)
- [Lumos & Associates Letter Proposal 6.26.2024.pdf](#)
- [Lumos & Associates Fee Schedule 6.26.2024.pdf](#)
- [Sample Agreement 7.1.2024.pdf](#)



GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us

SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: July 1, 2024

SUBJECT: RFQ 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting

On Thursday, April 4, 2024, at 1:30 PM Request for Qualifications for Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting were received, opened and read publicly (RFQ Receipt Log is attached). The original respondents all had minor errors and technical merits that led to prohibitive costs proposals. Staff sent out a revised scope of work in a phased approach and contacted other Architectural firms specific to this work.

An Evaluation Committee was formed consisting of Districts 3 & 5 Supervisors and the General Services Director. The General Services Director evaluated the revised proposals and costs (see attached final score sheet). Of the four (4) firms that responded, Lumos & Associates was ranked as the top firm for the following reasons:

1. Demonstrated overall best practical experience;
2. Responded to all aspects of the revised scope with the best turnaround time;
3. Provided the best rates and sum for basic services;
4. Represented the greatest understanding of the project.

Recommendation: 1) Award RFQ 24-08 to Lumos & Associates for Architectural Services for Pickleball/Tennis/Basketball Courts and Ball Field Lighting in an amount not to exceed \$32,120.00 for basic services and; 2) Authorize the General Services Director and County Counsel to negotiate final terms and conditions based upon the sample agreement attached and; 3) Authorize the Chairman to execute the Professional Architectural Agreement contingent upon the Director of General Service and County Counsel's approval.

Attachments: RFQ Receipt Log
Evaluation Score Sheet
Lumos & Associates Proposal & Fee Schedule
Sample Agreement

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Danielle Whitaker, Support Services Director
Mark Olivarria, Facilities and Project Manager
File

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 24-08

Project Title: Architectural Design Services and Cost Analysis for Park Improvements

BID/RFP/RFQ DUE DATE: 04/04/2024

DUE TIME: 1:30 PM

FACILITATOR: GSA

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Amount
1	Vendor Name: <u>Integra +</u> City/State: <u>Santa Rosa, CA</u> Date/Time Received: <u>4-4-24 @ 8:47 am</u> Received By: <u>RM</u>	<input type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - Electronic copy (cd or flash drive in Word format)
2	Vendor Name: <u>Aspen Street Architects</u> City/State: <u>Angels Camp, CA</u> Date/Time Received: <u>4-4-24 @ 11:01 am</u> Received By: <u>RM</u>	<input checked="" type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - Electronic copy (cd or flash drive in Word format)
3	Vendor Name: <u>The HLA Group</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>4-4-24 @ 12:41 pm</u> Received By: <u>DW</u>	<input checked="" type="checkbox"/> 1 - Original <input checked="" type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - Electronic copy (cd or flash drive in Word format)
4	Vendor Name: <u>LUMOS & ASSOCIATES</u> City/State: <u>RENO, NEVADA</u> Date/Time Received: <u>6-7-24</u> Received By: <u>Hop</u>	<input type="checkbox"/> 1 - Original <input type="checkbox"/> 4 - Copies <input checked="" type="checkbox"/> 1 - Electronic copy (cd or flash drive in Word format)

Request for Qualifications & Estimated Fee Proposal 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting																
The Evaluation Committee was made up of three (3) members.																
CATEGORIES																
	Max Points	Proposers 0-20 Points	Weight	Proposer 1 Integra Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 2 Aspen Street Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 3 The HLA Group Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 3 Lumos & Associates Weighted Score
A. Quality and Responsiveness of the Proposal																
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.																
	20	18.00	20%	18.00	20	15.00	20%	15.00	20	17.00	20%	17.00	20	19.00	20%	19.00
B. Executive Summary																
B.1. Proposal includes an overview of the entire project describing its most important elements including a detailed discussion of the project showing the Candidate's understanding of the project requirements, opportunities and constraints. The summary should present the Candidate's scope of services, objectives and intended results of the project. The proposal should summarize how the respondent meets the RFQ requirements and why the Candidate is best qualified to perform the required work. The summary should indicate when the Candidate can begin work and difficulties this may present with current or future work.																
	20	17.00	20%	17.00	20	15.00	20%	15.00	20	16.00	20%	16.00	20	18.00	20%	18.00
C. Experience and Qualifications																
C.1. Proposal contains a description of the nature of the Candidate's present work. Proposal is to list all projects or commitments for architectural services, include a comprehensive list of past work on related projects for past five (5) years and staff who worked on those projects. For each project, list at least three (3): Name of project; Project location; Your position and role (i.e. principal, associate, project manager, etc.) Client's name, title of contact person with knowledge of the completed work, address and phone number; Brief description (type of construction, functional components, special design considerations, etc.); Project budget amount versus bid amount versus completed project amount; Project contingency amount in percentage; Total number and amount of change orders paid; Status of completion; Provide cost control measures and value engineering used. Desired Qualifications: Architect would be based in Northern California. Architect has knowledge on the design and construction of local government projects. Architect has experience with park & recreation project construction. Staffing: Providing 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. Include an organizational chart of personnel involved in the project. Also identify 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. Proposal includes all pertinent education and evidence of any special licensing or qualifications required to perform the work.																
	20	18.00	25%	22.50	20	15.00	25%	18.75	20	16.00	25%	20.00	20	18.00	25%	22.50
D. Project Schedule																
D.1. Proposal includes the services to be provided in a detailed list, including a detailed corresponding proposed schedule with projected milestones and number of meetings anticipated.																
	20	15.00	15%	11.25	20	17.00	15%	12.75	20	17.00	15%	12.75	20	15.00	15%	11.25
E. Estimated Fee Proposal																
E.1. Proposal contains a fee proposal that presents the estimated fee and total cost of their work. The fee proposal should reflect the scope of work, term, and compensation conditions cited in the RFQ. Proposal supplies sufficient information provided to justify the proposed fee and to serve as a basis for negotiating a contract. The fee proposal should identify personnel, estimated number of hours, and rate; type of equipment, hours, and rate; and any outside costs for each identified work element.																
	20	19.00	20%	19.00	20	16.00	20%	16.00	20	17.00	20%	17.00	20	20.00	20%	20.00
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent																
TOTAL WEIGHT (100%)																
	100	87.00	100.00%	87.75	100	78.00	100.00%	77.50	100	83.00	100.00%	82.75	100	90.00	100.00%	90.75
TOTAL WEIGHTED POINTS																

Signature/Date



Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

June 26, 2024

LA24.521

Jon Hopkins
Director of General Services
Amador County
12200-B Airport Road
Jackson, CA 95642

Subject: RFQ 24-08 Letter Response
Pickleball/Tennis/Basketball Court Rehabilitation

Dear Jon:

Thank you for reaching out to Lumos regarding these projects. As you are aware, we recently completed a similar project for Alpine County and, through a combined effort with County personnel, were able to be very efficient and cost effective in our approach. We are proposing a similar approach for these projects.

Project Understanding:

Lumos understands this project includes the following components:

- Replacement of one existing tennis court at Pioneer Park with a new pickleball/tennis court;
- Addition of one new pickleball/tennis court at Pioneer Park;
- Replacement of one existing tennis court at Fiddletown Park with a new pickleball/tennis court; and
- Replacement of one existing basketball court at Fiddletown Park with a new basketball court.

Lumos understands new lighting at Pioneer Park may be a future Phase 2 component to this project. If requested, Lumos can provide additional scope and fee estimate to include any lighting design.

Lumos understands the County will provide new topographic survey for use in the design of the proposed new pickleball/tennis court at Pioneer Park. Lumos proposes to use publically available aerial imagery for delination of the work proposed for the other courts. No topographic survey is anticipated or included. As such, the proposed plans will show removal and replacement of courts to match existing elevations with no grades provided. Because no survey is included for the replacement of the existing courts, no ADA compliance verification of existing adjacent facilities or design of new ADA compliant facilities are included. If ADA compliance is needed or requested, additional survey will be required.

Scope of Services:

Task 1: Engineering Design Services – Remove and Replace Existing Facilities

This task includes the preparation of engineered plans showing the removal and replacement of the existing tennis courts and basketball court in the same location to the same dimensions at Pioneer Park and Fiddletown Park. Lumos anticipates using publicly available aerial mapping for use in developing each site plan. Lumos will provide a BMP plan but since the disturbance is anticipated to be less than one acre, no Storm Water Pollution Prevention Plan is anticipated. Lumos will develop specific construction details for the tennis court/basketball court reconstruction and restriping as pickleball/tennis courts and new striping of the basketball court. Lumos will prepare technical specifications for the proposed improvements.

This task includes one site visit by Lumos Engineering staff to take physical measurements and photo document the existing facilities to be replaced. Lumos will coordinate with the County regarding any appurtenances to be salvaged and removed and color schemes for the courts and lines. Lumos will provide a draft plan set to the County for review and comment. Upon receipt of comments, Lumos will prepare final plans for bidding. Lumos assumes no permits are required for this project or that all permitting will be completed in house by the County.

Lumos will assist the County in the preparation of contract documents for publicly bidding the project. This scope assumes both Task 1 and Task 2 work items will be included in one plan set and bid as one project. Lumos will provide the technical specifications for the civil components of the project and prepare bid item clarifications for each proposed bid item. Lumos will prepare a quantities take off for bidding and one Engineer's Opinion of Probable Construction Costs at the 100% design level. This task assumes the County will prepare the full contract documents for bidding. This task assumes Lumos will not be required to coordinate publication for bidding and will not need to participate in any pre-bid meeting. If additional assistance during bidding is requested, those services can be provided under Task 3 – On Call Engineering Assistance.

Based on discussions with the County, no construction administrative or inspection services are included. If such services are requested at a later date, Lumos can provide an addendum to this proposal.

Task 2: Engineering Design Services – New Pickleball/Tennis Court at Pioneer Park

This task includes the preparation of engineered plans for a new pickleball/tennis court at Pioneer Park. Lumos understands the County will be preparing a site topographic survey that will be provided to Lumos for use in Design. Lumos understands the site topographic survey will extend from the proposed court location to the adjacent parking area with adequate information to allow Lumos to design ADA access from the parking area to the court. This scope does not include the preparation of ADA revisions or ADA parking facility design. If requested, Lumos can provide additional ADA parking lot facility design as an addendum to this scope.

Lumos will provide a BMP plan but since the disturbance is anticipated to be less than one acre, no Storm Water Pollution Prevention Plan is anticipated. Lumos will develop specific construction details and a striping plan for the new pickleball/tennis court. Lumos will prepare technical specifications for the proposed improvements.

This task includes one site visit by Lumos Engineering staff to familiarize our team with the site and photo document existing conditions for consideration during design. Lumos will coordinate with the County regarding access to and orientation of the new court as well as color schemes for the court and lines. This scope includes the design of a connecting ADA compliant sidewalk from the existing parking area to the new court. Lumos assumes no retaining walls will be required along the proposed sidewalk and new court. Lumos also assumes the new sidewalk will be limited to approximately 300-feet from the proposed new court.

Lumos will provide a draft plan set to the County for review and comment. Upon receipt of comments, Lumos will prepare final plans for bidding. Lumos assumes no permits are required for this project or that all permitting will be completed in house by the County.

Lumos will assist the County in the preparation of contract documents for publicly bidding the project. This scope assumes both Task 1 and Task 2 work items will be included in one plan set and bid as one project. Lumos will provide the technical specifications for the civil components of the project and prepare bid item clarifications for each proposed bid item. Lumos will prepare a quantities take off for bidding and one Engineer's Opinion of Probable Construction Costs at the 100% design level. This task assumes the County will prepare the full contract documents for bidding. This task assumes Lumos will not be required to coordinate publication for bidding and will not need to participate in any pre-bid meeting. If additional assistance during bidding is requested, those services can be provided under Task 3 – On Call Engineering Assistance.

Based on discussions with the County, no construction administrative or inspection services are included. If such services are requested at a later date, Lumos can provide an addendum to this proposal.

Task 3: On-Call Engineering Assistance (Optional)

Lumos understands that during the course of this project, additional assistance may be requested by the County including attendance at public meetings, preparation of additional supporting documentation or consideration of alternatives. This task provides up to \$5,000 in additional On-Call Engineering Assistance to support Amador County with other items as may be requested. These services will be billed on a Time and Materials basis upon written request by the County to perform tasks outside of Tasks 1 and 2.

Proposed Project Fees

Attached is a fee breakdown by task with proposed staff and hours/rates.

Task 1: Engineering Design Services - Remove and Replace Existing Facilities

\$15,230.00

Task 2: Engineering Design Services – New Pickleball/Tennis Court at Pioneer Park

\$11,890.00

Task 3: On-Call Engineering Assistance (Optional)

T&M Not To Exceed \$5,000.00

Project Schedule

Lumos assumes project award would occur in July/August of 2024. Lumos proposes to complete the initial coordination with the County and initial field work in September 2024 with 100% design complete in November 2024.

Please let me know if you have any questions or need clarification on our proposed scope and fee estimate. We are happy to amend this proposal based on your review and comment regarding our proposed scope.

Sincerely,



Michelle Gamble, PE
Group Manager
CA License #65764

Attachment: Fee Estimate



26-Jun-24
Pickleball/Tennis Ball Courts
Amador County RFQ No. 24-08

Task		LUMOS				Total
		Group Mgr	Sr Project Designer	Project Designer	Eng Tech III	
		\$305	\$190	\$180	\$170	
1	Engineering Design - Remove and Replace Ex. Facilities (Ex. Tennis Court at Pioneer Park and Ex. Tennis Court and Basketball Court at Fiddletown Park)					
	Hours	6	12	24	40	
	Subtotal	\$1,830	\$2,280	\$4,320	\$6,800	\$15,230
2	Engineering Design Services - New Pickleball/Tennis Court (New Pickleball/Tennis Court at Pioneer Park with ADA Sidewalk)					
	Hours	6	9	19	29	
	Subtotal	\$1,830	\$1,710	\$3,420	\$4,930	\$11,890
3	On- Call Engineering Support (Optional)					
	Subtotal (Time and Materials Not to Exceed)					\$5,000
Total - Tasks 1 and 2						\$27,120
Total- With Optional Task						\$32,120

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 Lumos and Associates, a Nevada 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 professional Architectural services for Amador County General Services Administration (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.
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 **December 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, with a cost-not-to-exceed limit of **Thirty-Two Thousand One Hundred Twenty Dollars and No Cents (\$32,120.00)**, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
 - 5.2 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.

- 5.3 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 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 \$1,000,000 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: (General Services Administration, C/O Jon Hopkins, 12200-B Airport Road, Jackson, CA.). Consultant 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.
 - 18.1 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; and (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person.
 - 18.2 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: Lumos & Associates C/O Michelle Gamble
950 Sandhill Road, Suite 100
Reno, Nevada 89521

To County: Amador County GSA C/O Jon Hopkins
12200-B Airport Road
Jackson, CA 94642

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.

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

COUNTY OF AMADOR

CONSULTANT:
Lumos & Associates, a Nevada Corporation

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY: _____
Name:
Title:
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 Lumos & Associates proposal dated June 26, 2024 attached herein and;
2. 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 **Thirty-Two Thousand One Hundred Twenty Dollars and No Cents (\$32,120.00)**, in accordance with Cost Proposal dated June 26, 2024 submitted by Lumos & associates.

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 Consultant; 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.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 9, 2024

SUBJECT

Behavioral Health Department reclassification requests. The se requests were included and approved in the 24/25 budget request

Recommendation:

Approve.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Behavioral Health and Human Resources

ATTACHMENTS

- [Memo - Behavioral Health Reclassifications.doc](#)
- [Behavioral Health Reclassification Requests 7.2.24.pdf](#)



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: July 1, 2024

SUBJECT: Agenda Item for July 9, 2024 Board Consent Agenda
Behavioral Health Department – Reclassification Requests

The Behavioral Health Director has submitted the following reclassification requests:

Nenad Stojic

- Current Position: Crisis Services Counselor Range 3257, Step A \$32.14 to Step E \$39.07
- Requested Position: Crisis Services Counselor II, Range 3078, Step A \$35.36 to Step E \$42.98
- Justification: Nenad Stojic meets the criteria for the Crisis Services Counselor II position, which now requires a Master's Degree and licensure by the California Board of Behavioral Health. This reclassification aligns with updated job requirements and will replace the 5% differential stipend he currently receives per (SEIU MOU section 25.26). To mitigate the impact of the stipend loss, we request placement at Step E \$42.98.

Maureen "Hope" Bitler

- Current Position: Finance Assistant II Range 1524, Step A \$19.82 to Step E \$24.09
- Requested Position: Finance Assistant, Senior Range 1722, Step A \$21.80 to Step E \$26.50. She will be placed at Step A \$21.80.
- Justification: Hope's reclassification is necessary due to changes within the Fiscal Division of the Behavioral Health Department. Additional duties and responsibilities align with those of a Finance Assistant, Senior.

Teresa Boerio

- Current Position: Finance Technician Range 1941, Step A \$23.99 to Step E \$29.16
- Requested Position: Finance and Administrative Supervisor, Range 2677, Step A \$31.35 to Step E \$38.11. She will be placed at Step A \$31.35.
- Justification: Teresa Boerio's reclassification is also due to changes within the Fiscal Division of the Behavioral Health Department. This will enable her to undertake additional functions required by the evolving roles and responsibilities.

○

These reclassifications are crucial to aligning job roles with updated departmental needs and ensuring equitable compensation for the increased scope of responsibilities each employee will undertake.

An employee reclassified to a class at a higher range shall be placed at the step closest to but not lower than their previous salary per the SEIU MOU (unless special circumstances exist for requesting otherwise). The reclassifications will take effect on July 21, 2024.

Behavioral Health has the funding to support the reclassification requests.

If the Board does not approve the Director's request to reclassify these positions, the employees will remain in their current classifications and the department may not be able to meet the requirements for their programs, the department and/or the needs of their clients.

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

MUST COMPLETE ALL THREE (3) PAGES

DATE:

DEPARTMENT:

Behavioral Health

BUDGET NUMBER:

4112 & 4113

DEPARTMENT HEAD NAME:

Melissa Cranfill, LCSW

DEPARTMENT HEAD TITLE:

Behavioral Health Director

RECLASSIFICATION ADD NEW POSITION EFFECTIVE DATE:

CURRENT CLASSIFICATION:

Finance Assistant 2

N/A

TITLE OF PROPOSED CLASSIFICATION:

Finance Assistant Senior

NAME OF EMPLOYEE:

Maureen HOPE Bitler

PROPOSED SALARY:

\$22.89

(in some cases a salary survey may be required)

PROPOSED RANGE:

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase Shifting of duties in Fiscal Department
- Change in level of supervision received and/or exercised
- Department reorganization
- Other

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

Behavioral Health is shifting roles and responsibilities in the Fiscal department.

These changes will require adding the responsibility of payroll & grant acct to another Finance position.

Reclassifying this position allows us to add additional responsibilities including payroll and grant

accounting to Hope's job duties.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

No

Please explain what evaluations have been performed to justify this request?

Review of Finance Assistant 2 and Finance Assistant Sr job descriptions

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

Payroll

Grant accounting

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature:

Karen Chugh, Deputy Director of Behavioral Health

Director of Human Resources Signature:

Oliver Oube 07/02/2024

HUMAN RESOURCES USE ONLY

Date Received: *07/02/2024*

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

MUST COMPLETE ALL THREE (3) PAGES

DATE:

DEPARTMENT:

Behavioral Health

BUDGET NUMBER:

4112 & 4113

DEPARTMENT HEAD NAME:

Melissa Cranfill, LCSW

DEPARTMENT HEAD TITLE:

Behavioral Health Director

RECLASSIFICATION

ADD NEW POSITION

EFFECTIVE DATE:

CURRENT CLASSIFICATION:

Finance Technician

N/A

TITLE OF PROPOSED CLASSIFICATION:

Finance & Admin Supervisor

NAME OF EMPLOYEE:

Teresa Boerio

PROPOSED SALARY:

\$31.35

(in some cases a salary survey may be required)

PROPOSED RANGE:

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase Shifting of duties in Fiscal Department
- Change in level of supervision received and/or exercised
- Department reorganization
- Other

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

Behavioral Health is shifting roles and responsibilities in the Fiscal/Administration department.

These changes will require shifting front line supervision of fiscal and admin staff

Reclassifying this position allows us to add additional responsibilities including budget prep, grant completion and purchasing document preparation to Teresa's job duties.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

No

Please explain what evaluations have been performed to justify this request?

Review of Finance Technician and Finance and Administration Supervisor

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

Supervision of staff

Annual Budget completion

Purchasing coordination

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature:

Lyrene Vaughn, Deputy Director of Behavioral Health

Director of Human Resources Signature:

[Signature]

HUMAN RESOURCES USE ONLY

Date Received: 07/02/2024

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

****MUST COMPLETE ALL THREE (3) PAGES****

DATE:
06/09/024

DEPARTMENT:
Behavioral Health

BUDGET NUMBER:
4112

DEPARTMENT HEAD NAME:
Melissa Cranfill

DEPARTMENT HEAD TITLE:
Behavioral Health Director

RECLASSIFICATION ADD NEW POSITION EFFECTIVE DATE: 06/09/204

CURRENT CLASSIFICATION:
Crisis Services Counselor

N/A

TITLE OF PROPOSED CLASSIFICATION:
Crisis Services Counselor II

NAME OF EMPLOYEE:
Nenad Stojic

PROPOSED SALARY:
\$42.98

(in some cases a salary survey may be required)

PROPOSED RANGE:
E

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase _____
- Change in level of supervision received and/or exercised
- Department reorganization
- Other Add levels, now Crisis Counselor I/II.

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

Have been paying a stipend of 5% for having licensure. Added levels and new pay scale for Crisis

Counselor II. Please move to step E for Crisis Counselor II and remove the stipend.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

No

Please explain what evaluations have been performed to justify this request?

Most job descriptions for Behavioral Health have level 1 (if registered) and level II (if licensed). This change adds the levels for Crisis Counselor too. Nenad Stojic is the only Crisis Counselor that is licensed, so he should be a level II.

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature: *Michelle C. C. C. C.*

Director of Human Resources Signature: *[Signature]*

HUMAN RESOURCES USE ONLY

Date Received: *07/02/2024*

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: July 9, 2024

SUBJECT

Pitto Consulting Second Amendment to Contract for SB1383/Solid Waste Consulting Services

Recommendation:

Approve the attached Second Amendment to Contract for consulting services in the amount of \$20,000 which will be funded through budget appropriations already approved for the 2024-25 Waste Management budget.

4/5 vote required:

No

Distribution Instructions:

WM/Board Clerk

ATTACHMENTS

- [Mary Pitto Contract 2nd Amendment BOS Packet Complete vFinal 07.02.2024.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING

PHONE: (209) 223-6546

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM:  Jeff Gardner, Director of Solid Waste

DATE: July 9, 2024

SUBJECT: Pitto Consulting Second Amendment to Contract for SB1383/Solid Waste Consulting Services

Background: Mary Pitto has been advising and working with the Rural Counties Environmental Services Joint Powers Authority with a current specialization in implementing the new SB1383 legislation. She currently has retired from her position with ESJPA and has been working with Amador County directly to help implement the requirements of this legislation. The County Waste Management Department is tasked with implementing this new law countywide effective January 1, 2022. We have applied for and received a waiver for many of the requirements. There are still many things to do and coordinate with the Cities, Interfaith Food Bank and tier one food generators countywide. In addition there are significant inspection and reporting responsibilities along with an enforcement framework the County will need to adopt and which the County will be subject to enforce. Mary will continue to help coordinate the work. She will also advise the County on reporting enforcing, implementing the monitoring the impacts and requirements of the SB1383 legislation for the County and CalRecycle. Mary has been invaluable in helping the Solid Waste staff with grants, program reporting and being a liaison with other entities. She was instrumental in the County receiving a \$450,000 SB1383 Grant in conjunction with the Cities to implement a county wide composting program partnering with UC Master Gardeners and other local organizations.

Subject or Key Issue: Fulfilling our responsibilities outlined in SB1383

Analysis: The State of California passed SB1383, California's short-lived pollutant reduction strategy (SLCP), in 2018. It requires the local jurisdictions to reduce organic waste disposal 50% by 2020 and 75% by 2025. The County was able to qualify for a waiver to defer implementation of much of the legislation for 5 years. At that time we will either be required to fully implement the requirements or the State will offer a further deferral. Currently, the County is required to implement compliance and reporting responsibilities. We are also required to work with the incorporated Cities to consolidate the reporting and with the local food bank to do capacity planning in conjunction with the increased food donation requirements being put tier one food generators. The County has codified and adopted an enforcement mechanism and must provide personnel to insure the enforcement required by the new legislation. Waste Management Staff need assistance to undertake these very burdensome requirements.

Alternatives: N/A

Fiscal or Staffing Impacts: \$20,000 to the Waste Management Department Budget

4/5ths vote: N/A

Recommendation(s): 1) Approve the attached Second Amendment to Contract for consulting services in the amount of \$20,000 which will be funded through budget appropriations already approved for the 2024-25 Waste Management budget.

cc: Chuck Iley, CAO file

Attachments: Contract for Professional Services including the Scope of Work Attachments A, B, and C

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

This SECOND AMENDMENT to the agreement for professional services (this“2nd Amendment PSA”) is hereby entered into this _____ day of July 2024, by and between Amador County (“COUNTY”), and Mary Pitto ("CONTRACTOR").

RECITALS

WHEREAS, the COUNTY and CONTRACTOR executed a professional services agreement (The “Original” PSA) dated January 25, 2022 whereby Contractor has helped coordinate with the Cities, Interfaith Food Bank, and tier one food generators countywide, including inspection and reporting responsibilities; and

WHEREAS CONTRACTOR helped the COUNTY adopt an enforcement framework to coordinate the work and CONTRACTOR will advise the County on reporting enforcing, implementing the monitoring the impacts and requirements of the SB1383 legislation; and

WHEREAS, the COUNTY and Contractor desire to modify the PSA as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. EXHIBIT A to the PSA (Attachment C) is hereby amended to include the additional scope of service items documented and attached as (Attachment A) to this First Amendment. Compensation to Contractor for the additional Work shall be paid on a time and materials basis as set for the in ATTACHMENT B up to a maximum amount not to exceed for the additional work of **\$20,000 (Twenty Thousand and 00/100 Dollars)**.

2. Except as set forth in this Second Amendment, the PSA 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

MARY PITTO, CONSULTING

BY: _____
Jeff Brown
Chair, Board of Supervisors

By: _____
Mary Pitto
Title: Principal

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: _____
Jennifer Burns

ATTACHMENT A

SCOPE OF SERVICES

- Assist COUNTY with discussion and analysis of alternative compliance strategies and timelines addressing the requirements of Senate Bill 1383 and associated implementation planning for organic waste diversion requirements germane to COUNTY's jurisdictions.
- Implementation and reporting on \$450,000 SB1383 Grant received in 2023-24.
- Assist COUNTY with other solid waste issues as requested by COUNTY.
- Work will be performed on as-needed basis as determined by the COUNTY.
- Work will be performed remotely to the extent practical and appropriate.
- Meet with COUNTY's Board if requested by COUNTY.
- Meet with pertinent personnel if requested by COUNTY.

ATTACHMENT B

COMPENSATION

- The hourly compensation to be paid to CONTRACTOR for services rendered is \$100.00 per hour, billed in quarter-hour increments
- The total cost of the Agreement shall not exceed \$20,000 without further authorization from client.
- Research, graphic, reproduction, or printing costs not listed in the Scope of Work will be billed at cost.
- Additional services not designated in the Scope of Work will only be provided after the parties have executed a written addendum to this agreement.
- Postage, telephonic, and special mailing costs not listed in the Scope of Work will be billed at cost.
- Per diem will be billed when overnight lodging is required. Per diem charges will be equivalent to standard meal allowances used by Amador County, and lodging expenses at cost supported by receipts.
- Mileage will be billed at the current IRS rate at the time of the travel beyond 25 miles.
- Billing will be on a monthly basis from the start of contract for all services performed, materials provided, and all other costs incurred on behalf of the COUNTY. Full payment is due within 30 days of County's receipt of invoice.

ATTACHMENT C

Professional Services Agreement dated January 25, 2022

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of January 25, 2022, by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Mary Pitto, (the "Consultant").

RECITALS

A. County desires to engage professional assistance to provide the hereinafter set forth special services.

B. Consultant has been closely following and commenting on the laws and regulations relating to recovery and diversion of organic materials as required under SB 1383 on behalf of the Rural Counties' Environmental Services Joint Powers; and

C. Consultant is in a unique position to advise how COUNTY and other City and County agencies can most effectively coordinate efforts in this regard; and

D. 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 professional solid waste consulting services for Amador County Waste Management and Recycling Department (the "Work"). The Scope of 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.
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 three (3) years 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 quarterly 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 \$10,000.00, in accordance with the fee schedule and list of estimated costs set forth on **Attachment B** attached and incorporated by this reference.
 - 5.2 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.
 - 5.3 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
 - 5.4 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.** Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has taken out for the entire period covered by the Contract the following insurance with an insurance carrier satisfactory to County.
 - 11.1 **Minimum Scope and Limit of 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.

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.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 11.2 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. 11.2.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. 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.
- 11.3 Broader Coverage: 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.
- 11.4 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, Name and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.**
- 11.5 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 11.6 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).

- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.N. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
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.** Consultant acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: www.Amadorgov.org/Policies, which is hereby made a part

of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as **Attachment C**.

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: Mary Pitto
Pitto and Pitto Consulting
P.O. Box 399
San Andreas, CA 95249

To County: Mr. Jeff Gardner
Director of Solid Waste
810 Court Street
Jackson, CA 94642

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.

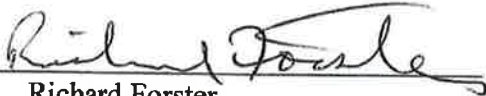
20. **CONTRACT EXECUTION.** Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
21. **CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE.** The parties hereto agree that the provisions of this Agreement will be 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.

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

COUNTY OF AMADOR

CONSULTANT:
Pitto and Pitto Consulting

BY: 
Richard Forster
Chairman, Board of Supervisors


BY: 
Name: Mary Pitto

Title: Owner

Federal I.D. No.: 554-02-1081

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

BY:  Deputy

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

- Assist COUNTY with discussion and analysis of alternative compliance strategies and timelines addressing the requirements of -Senate Bill 1383 and associated implementation planning for organic waste diversion requirements germane to COUNTY's jurisdiction.
- Work will be performed on as-needed basis as determined by the COUNTY.
- Work will be performed remotely to the extent practical and appropriate.
- Meet with COUNTY's Board if requested by COUNTY.
- Meet with pertinent personnel if requested by COUNTY.

EXHIBIT B
COMPENSATION

- The hourly compensation to be paid to CONTRACTOR for services rendered is \$100.00 per hour, billed in quarter-hour increments
- The total cost of the Agreement shall not exceed \$10,000 without further authorization from client.
- Research, graphic, reproduction, or printing costs not listed in the Scope of Work will be billed at cost.
- Additional services not designated in the Scope of Work will only be provided after the parties have executed a written addendum to this agreement.
- Postage, telephonic, and special mailing costs not listed in the Scope of Work will be billed at cost.
- Per Diem will be billed when overnight lodging is required. Per Diem charges will be equivalent to standard meal allowances used by Amador County, and lodging expenses at cost supported by receipts.
- Mileage will be billed at the current IRS rate at the time of the travel beyond 25 miles.
- Billing will be on a monthly basis from the start of contract for all services performed, materials provided, and all other costs incurred on behalf of the COUNTY. Full payment is due within 30 days of receipt.

ATTACHMENT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS**

The undersigned, authorized signatory for Pitto and Pitto Consulting (the "Consultant"), certifies as follows:

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

Company Name (if any): Pitto and Pitto Consulting

Signed: Mary Pitto

Date: 1/25/22

Name: Mary Pitto

Title: Owner

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: July 9, 2024

SUBJECT

General Services Administration: Resolution Declaring Personal Property as Surplus

Recommendation:

1) Declare all property listed on Attachment B 2023-2024 as surplus property and; 2) Authorize the sale of surplus property in accordance with Government Code Section 25504 at public auction utilizing Public Surplus and; 3) Authorize the disposal of any remaining surplus property having no value as deemed by the Purchasing Agent and; 4) Approve the attached resolution.

4/5 vote required:

Yes

Distribution Instructions:

Jon Hopkins; Tacy Oneto Rouen

ATTACHMENTS

- [BOS SURPLUS MEMO 7.2.24.pdf](#)
- [Legal ad Surplus 7.2.24.pdf](#)
- [Resolution Surplus 7.2.24.pdf](#)
- [Attachment B 2023-2024.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: July 2, 2024

RE: Resolution Declaring Personal Property as Surplus

Background: Once or twice a year, Purchasing provides a list to the Board of Supervisors of personal property no longer needed for the County's use. The County has an obligation to account for its personal property and when no longer needed is required by law to declare the personal property as surplus. The attached resolution requests approval to authorize the GSA Director to contact Public Surplus (currently under agreement with the County) to sell surplus items at public auction no longer required for public use and dispose of any remaining surplus property having no value as deemed by the Purchasing Agent. The GSA Director has reviewed and approved all information.

Subject or Key Issue: Attached is a list (Attachment B 2023-2024) of County personal property consisting of furniture, office equipment, vehicles, and miscellaneous items received from various County Departments for consideration to be declared as surplus property. Upon such declaration by the Board of Supervisors and proper legal notice (attached for reference), the property may then be sold and/or disposed of.

Analysis: Pursuant to Government Code Section 25504, the County Purchasing Agent may sell, lease or dispose of any personal property belonging to the County not required for public use, subject to such regulations as may be provided by the Board of Supervisors. The Board of Supervisors regulations can be found in the County's Municipal Code Title 3 Section 3.08. This requires the Board of Supervisors to deem personal property as surplus by a majority vote and publish a notice of its intent in two (2) successive issues of a newspaper of general circulation in the County.

Purchasing is utilizing The Public Group, which is an online purchasing site for various public acquisition services provided to local governmental entities at no cost. One division of The Public Group is Public Surplus which provides auctioneering services via the web nationwide. These free services have changed the way we do business. In the past, personal property was deemed to have no value due to the lack of demand, shipping, and handling costs, or was e-waste; today, most of the property has a value as it can be sold online without incurring those issues or costs.

Alternatives: The Board of Supervisors may elect to donate certain personal property when requested by other public entities. No other public entities have requested personal property this year.

4/5ths vote: Yes

Recommendation: 1) Declare all property listed on Attachment B 2023-2024 as surplus property and; 2) Authorize the sale of surplus property in accordance with Government Code Section 25504 at public auction utilizing Public Surplus and; 3) Authorize the disposal of any remaining surplus property having no value as deemed by the Purchasing Agent and; 4) Approve the attached resolution.

cc: Jon Hopkins, GSA Director
file

Attachments: Legal Ad
Resolution
Attachment B 2023-2024

NOTICE OF INTENT TO SELL SURPLUS PROPERTY

This Notice is required to be posted no less than five (5) days prior to the sale of certain miscellaneous County personal property referenced herein.

Notice is hereby given that The Board of Supervisors for Amador County, at its meeting on Tuesday, July 9, 2024, at 9:00 a.m. at 810 Court Street in Jackson, CA, 95642 took action to deem certain County personal property as surplus and authorized the Purchasing Agent to sell and dispose of certain miscellaneous County personal property.

Interested parties may acquire information at the office of the General Services Administration located at 12200-B Airport Road, Martell, CA 95654, or view information from the Public Surplus site at www.publicsurplus.com as of August 5, 2024. Property that does not meet the minimum reserve shall be either re-advertised for sale or disposed of as deemed by the County's Purchasing Agent.

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA IN THE
MATTER OF:**

**RESOLUTION DECLARING CERTAIN AMADOR COUNTY PROPERTY AS
SURPLUS PROPERTY** **RESOLUTION NO. 24-XXXX**

WHEREAS, Amador County General Services Administration has prepared the attached list Attachment B 2023-2024 of County personal property to be declared as surplus property, and;

WHEREAS, the County of Amador has an Agreement in place with Public Surplus an online auction site and;

WHEREAS, the Board of Supervisors has the authority to authorize the Purchasing Agent to dispose of the remaining surplus personal property listed herein on Attachment B 2023-2024, and;

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California hereby declares as follows;

- 1) The property described on the list attached hereto Attachment B 2023-2024 is deemed Surplus Property, and;
- 2) Authorizes the sale of remaining property at public auction by Public Surplus, and;
- 3) Authorizes the Purchasing Agent to dispose of any remaining surplus property having no value as deemed by the Purchasing Agent.

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 ninth day of July 2024, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

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

2023-2024-B GSA SURPLUS EWASTE PERSONAL PROPERTY LIST

Lot #	Asset ID #	Description	Quantity	Brand/Make	Model #	Serial #	Condition	Dept
1	#7893	Rolling Cart	1	Tiffany Conway	None	None	Good	Sheriff
1	None	Black Folding Table	1	None	None	None	Fair	Public Health
1	None	Disney Table/Chair Set	1	Kids Only Inc.	52940	None	Fair	Public Health
1	None	Desk w/Cubicle Parts	1	Herman Miller	None	None	Good	Sheriff
1	None	Mechanical Sit/Stand	1	Best Choice Products	None	None	Good	District Attorney
2	None	4 Drawer File Cabinet w/Lock-Reg. Size	1	Hon	None	CZ8Y0R	Good	Behav. Health
2	None	2 Drawer File Cabinet-Reg. Size	1	WH Harper Company	None	None	Fair	Auditor
2	None	2 Drawer File Cabinet w/Lock-Reg. Size	1	None	None	None	Fair	Public Health
3	#14005	3 Shelf Bookcase	1	None	None	None	Fair	District Attorney
4	None	Visitor Chair	1	Herman Miller	0-0087	None	Good	Sheriff
4	None	Office Chair-Black	1	Baird	23234	None	Good	Public Health
4	None	Visitor Chair-Gray	1	Global Upholstery	69A7019	None	Fair	GSA
4	None	Board Chambers Visitor Chair	3	Leland	None	None	Fair-Missing Screws	BOS
4	None	Visitor Chair-Gold/Brown	1	None	21805	None	Fair	Sheriff
4	None	Visitor Chair-Gold/Brown	1	None	21805	None	Fair	Sheriff
6	None	Printer	1	Dell	C3760n	57BTXS1	Broken-Print Disabled	Behav. Health
6	#14767	IT#31012 Printer	1	Dell	3000cn	HVP1071	Broken-Print Disabled	Behav. Health
6	IT#32285	Printer	1	HP	M454dn	VNB3C48745	Good	Public Health
6	None	Toner Cartridge-Magenta	1	HP	NHW2023A-C	None	Good	Public Health
6	None	Toner Cartridge-Cyan	1	HP	NHW2021A-C	None	Good	Public Health
6	None	Toner Cartridge-Yellow	1	HP	NHW2022A-C	None	Good	Public Health
6	#I 20236	Printer	1	Xerox	Phaser 5550DN	None	Broken-Non Op.	Auditor
6	None	Printer/Scanner	1	HP	6700 Premium	CN47CDS42X	Broken-Non Op.	Probation
6	None	Printer	1	Dell	B2360dn	JMVYSS1	Broken-Non Op.	Probation
6	None	Fax Machine	1	Brother	MFC-L2710DW	U64969D1N912154	Fair	Public Health
6	None	Toner Cartridge	1	Brother	TN-760	None	Good	Public Health
6	None	Drum Unit	1	Brother	DR-420	None	Good	Public Health
6	None	Toner Cartridge 2 Pack	1	Brother	TN-350	None	Good	Public Health
6	None	Printer	1	HP	6110	MY2ATC102N	Good	Surveying
6	None	Scanner	1	HP	C6270A	SG91B1129F	Fair	Public Health
6	None	Printer	1	HP	Business Pro 2800	SG82Q5200H	Obsolete	I.T.
6	None	Inkjet Cartridge-Black	1	HP	11	None	Good	I.T.
6	None	Inkjet Cartridge-Yellow	1	HP	11	None	Good	I.T.
6	None	Inkjet Cartridge-Cyan	1	HP	11	None	Good	I.T.
6	None	Inkjet Cartridge-Magenta	1	HP	11	None	Good	I.T.
6	None	Printhead Cartridge-Cyan	1	HP	11	None	Good	I.T.
6	None	Printhead Cartridge-Black	1	HP	11	None	Good	I.T.
6	None	Printhead Cartridge-Magenta	1	HP	11	None	Good	I.T.
6	None	Printhead Cartridge-Yellow	1	HP	11	None	Good	I.T.
6	None	Inkjet Cartridge-Black	1	HP	10	None	Good	I.T.
6	None	Printhead Cartridge-Cyan	1	HP Invent	81	None	Good	I.T.
6	None	Printer	1	HP	M451NW	CNDG311848	Fair	District Attorney
6	None	Fax Machine	1	Brother	2840	U63274L51180565	Fair	District Attorney
6	None	Printer	1	HP	LaserjetProM201dv	VNB3G17843	Broken-Non Op.	Behav. Health
6	None	Printer	1	Brother	HL-2240D	U62673J2N991447	Broken-Non Op.	Behav. Health
6	None	Inkjet Printer	1	Canon	Pixma G7020	KMLF80418	Fair	Library-Jackson
6	None	Inkjet Photo Printer	1	Canon	Pixma MG5721	KKBL00633	Fair	Library-Jackson
6	None	Multifunction Color Laser Printer	1	Dell	3115cn	F3GTNC1	Broken-Horizontal Line	Auditor
6	None	Printer	1	HP	LaserjetProM203dv	VND3B70934	Broken-Needs Fuser	Assessor
6	#I 20828	Color Copier	1	Xerox	Versa Link C7000	TL300993	Fair	Public Health
6	None	High Capacity Toner-Cyan	1	Xerox	106R03744	None	Good	Public Health
6	None	Standard Capacity Toner-Magenta	4	Xerox	106R03763	None	Good	Public Health

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6	None	High Capacity Toner-Yellow	1	Xerox	106R03758	None	Good	Public Health
6	None	Standard Capacity Toner-Yellow	3	Xerox	106R03762	None	Good	Public Health
6	None	Standard Capacity Toner-Cyan	3	Xerox	106R03764	None	Good	Public Health
6	None	High Capacity Toner-Black	2	Xerox	106R03757	None	Good	Public Health
6	None	Toner Cartridge-Black	5	Generic Dell	d-3100k	None	Obsolete	I.T.
6	IT#30507	Laser Jet Printer	1	HP	4700n	JPLLC16334	Fair	Sheriff
7	None	2-Post Aluminum Server Rack	2	Chatsworth Products	None	None	Good	I.T.
7	IT#31340	Computer	1	Dell	Optiplex 380	BZNL1M1	Obsolete	I.T.
7	IT#31383	Computer	1	Dell	Optiplex 380	H319CP1	Obsolete	I.T.
7	IT#30773	#14904 Computer	1	Dell	Optiplex 745	39TFXB1	Obsolete	I.T.
7	IT#30912	#14916 Computer	1	Dell	Optiplex 745	J8TFXB1	Obsolete	I.T.
7	IT#30574	#14610 Computer	1	Dell	Optiplex GX520	6F6GS81	Obsolete	I.T.
7	IT#31648	Computer	1	Dell	Optiplex 7020	HGW6C42	Obsolete	I.T.
7	IT#31694	Computer	1	Dell	Optiplex 9020	3TY8082	Obsolete	I.T.
7	IT#31882	Computer	1	Dell	Optiplex 790	F13MPS1	Obsolete	I.T.
7	IT#31616	Computer	1	Dell	Optiplex 7020	H2TFS22	Obsolete	I.T.
7	IT#31524	Computer	1	Dell	Optiplex 3010	1HK0SW1	Obsolete	I.T.
7	IT#31252	# 1 20204 Computer	1	Dell	Optiplex 960	J16C4J1	Obsolete	I.T.
7	IT#31750	Computer	1	Dell	Optiplex 7040SFF	C09XDH2	Obsolete	Assessor/I.T.
7	IT#31751	Computer	1	Dell	Optiplex 7040SFF	C09YDH2	Obsolete	Assessor/I.T.
7	IT#31881	Computer	1	Dell	Optiplex 790SFF	68Q24V1	Obsolete	Assessor/I.T.
7	IT#31448	#120261 Computer Laptop	1	Dell	Latitude E6520	23TXBS1	Obsolete	I.T.
7	IT#31350	Computer Laptop	1	Dell	Vostro 3700	5KZDHL1	Obsolete	I.T.
7	IT#31203	#120119 Computer Laptop	1	Dell	Latitude D830	4BSLRG1	Obsolete	I.T.
7	IT#31585	Computer Laptop	1	Dell	Latitude E6540	3WVMH12	Obsolete	I.T.
7	IT#31130	#120104 Computer Laptop	1	Dell	Latitude D830	2ZF97G1	Obsolete	I.T.
7	IT#31207	#120115 Computer Laptop	1	Dell	Latitude D830	DBSLRG1	Obsolete	I.T.
7	IT#31428	#120249 Computer Laptop	1	Dell	Latitude E6520	J8TL3R1	Obsolete	I.T.
7	IT#31643	#120296 Computer Laptop	1	Dell	Latitude E6540	4R6WM32	Obsolete	I.T.
7	IT#31626	#120289 Computer Laptop	1	Dell	Latitude E6540	CGG0P32	Obsolete	I.T.
7	IT#31392	Computer Laptop	1	Dell	Latitude E6520	69BG1Q1	Obsolete	I.T.
7	IT#31557	#120272 Computer Laptop	1	Dell	Latitude E6530	1R6KNX1	Obsolete	I.T.
7	IT#31238	#120199 Computer Laptop	1	Dell	Latitude E6500	9WMJXH1	Obsolete	I.T.
7	IT#31355	Computer Laptop	1	Dell	Latitude E5410	6RS45N1	Obsolete	I.T.
7	IT#31555	Computer Laptop	1	Panasonic	Toughbook CF-19	CF-19ADUAX1M	Obsolete	I.T.
7	IT#31556	#120271 Computer Laptop	1	Panasonic	Toughbook CF-19	CF-191HYAX1M	Obsolete	I.T.
7	IT#31279	Computer Laptop	1	Asus Eee PC	1000HE	940AAQ144155	Obsolete	I.T.
7	IT#31280	Computer Laptop	1	Asus Eee PC	1000HE	940AAQ143254	Obsolete	I.T.
7	IT#31281	Computer Laptop	1	Asus Eee PC	1000HE	940AAQ143271	Obsolete	I.T.
7	#31702	Computer Laptop	1	Acer Aspire	N15V1	53501788523	Obsolete	I.T.
7	#31703	Computer Laptop	1	Acer Aspire	N15V1	53501787223	Obsolete	I.T.
7	#31704	Computer Laptop	1	Acer Aspire	N15V1	53501791423	Obsolete	I.T.
7	IT#31589	#120285 Computer Laptop	1	Dell	Latitude E6540	8J93N12	Obsolete	I.T.
7	IT#31800	Computer	1	HP	Compaq Elite 8200	MXL23311NB	Obsolete	I.T.
7	IT#31805	Computer	1	HP	Compaq Elite 8200	MXL23311NC	Obsolete	I.T.
7	IT#31791	Computer	1	HP	Compaq Elite 8200	MXL23311NF	Obsolete	I.T.
7	IT#31785	Computer	1	HP	Compaq Elite 8200	MXL23311N9	Obsolete	I.T.
7	IT#31813	Computer	1	HP	Compaq Elite 8200	MXL23311ND	Obsolete	I.T.
7	IT#32033	Computer	1	Dell	Optiplex 7050	DGTK0T2	Obsolete	I.T.
7	IT#31716	Computer	1	Dell	Optiplex 7040	929FFB2	Obsolete	I.T.
7	IT#31723	P.H.#10341 Computer	1	Dell	Optiplex 7040	JHBYFB2	Obsolete	I.T.
7	IT#32000	Computer	1	Dell	Optiplex 7050	7W96CP2	Obsolete	I.T.
7	IT#31665	Computer	1	Dell	Optiplex 9020	2LKPV52	Obsolete	I.T.
7	IT#31701	Computer	1	Dell	Optiplex 9020	3JGW082	Obsolete	I.T.
7	IT#31713	Computer Laptop	1	Dell	XPS 15 P56F	8MRXN72	Obsolete	I.T.
7	IT#31710	PH#10370 Computer Laptop	1	Dell	XPS 15 P56F	FJ0DM72	Obsolete	I.T.

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7	IT#31570	#I 20276 Computer Laptop	1	Dell	Latitude E6530	JRYQFZ1	Obsolete	I.T.
7	None	Computer Laptop	1	Dell	Inspiron 1545	JCVM1K1	Obsolete	I.T.
7	None	Computer Laptop	1	Gateway	MP6954 MA7	T3367D1002569	Obsolete	I.T.
7	None	Computer Laptop	1	Gateway	MX3215	N635C 110 36551	Obsolete	I.T.
7	None	Computer Laptop	1	Gateway	M405	00-34509652	Obsolete	I.T.
7	None	Computer Laptop	1	Dell	Latitude Cpi	528-718-19	Obsolete	I.T.
7	None	Computer Laptop Carry Bag	1	Dell	RG369	None	Fair	Public Health
7	None	Computer Laptop Carry Bag	1	HP	S82	None	Good	Public Health
7	None	Computer	1	Apple	iMac A1173	QP630115V4M	Broken-Non Op.	I.T.
7	None	Computer	1	Dell	Inspiron 3650	HVMHFB2	Obsolete	I.T.
7	IT#31521	Computer	1	Dell	Optiplex 390	CZY4YV1	Obsolete	I.T.
7	IT#31474	Computer	1	Dell	Optiplex 390	CRPY3V1	Obsolete	I.T.
7	IT#31551	# I 20270 Computer	1	Dell	Precision T5600	C857GX1	Obsolete	I.T.
7	IT#30654	#14787 Computer	1	Dell	Precision 390	GDX82D1	Obsolete	Surveyor
7	IT#32001	Computer	1	Dell	Optiplex 7050	6QSDCP2	Obsolete	Surveyor
7	#I 20258	IT#31442, #C15059 Server,Rackmount	1	Dell	Poweredge R410	F46LKS1	Obsolete	I.T.
7	#I 20265	IT#31543, #C15025 Server,Rackmount	1	Dell	Poweredge R720	6NNHSW1	Obsolete	I.T.
7	#I 20219	IT#31300 Computer Laptop	1	Dell	Precision M4400	GZ866L1	Obsolete	I.T.
7	#I 20262	IT#31449 Computer Laptop	1	Dell	Latitude E6520	33TXBS1	Obsolete	I.T.
7	#I 20362	IT#32047 Computer Laptop	1	Dell	Precision 7520	9DTLNF2	Obsolete	I.T.
7	#I 20277	IT#31569,P.H.#10455 Computer Laptop	1	Dell	Latitude E6530	7H8WG02	Obsolete	I.T.
7	#I 20283	IT#31590 Computer Laptop	1	Dell	Latitude E6540	1J93N12	Obsolete	I.T.
7	IT#31796	Computer	1	HP	Elite Desk 8200	MXL21925BB	Obsolete	I.T.
7	IT#32042	Computer	1	Dell	Optiplex 7050	HH98BT2	Obsolete	I.T.
7	IT#32044	Computer	1	Dell	Optiplex 7050	HH97BT2	Obsolete	I.T.
7	IT#31726	Computer	1	Dell	Optiplex 7040	6LMCGB2	Obsolete	I.T.
7	IT#32043	Computer	1	Dell	Optiplex 7050	HHB2BT2	Obsolete	I.T.
7	None	Computer	1	HP	800 G2	MXL6430NYK	Broken-Non Op.	I.T.
7	IT#31937	Computer	1	HP	Compaq Elite 8200	MXL21421RS	Obsolete	I.T.
7	#C15058	IT#31329 Server, Rackmount	1	Dell	PowerEdge R710	5M1YJM1	Obsolete	Public Works
8	None	I-Pad	1	Apple	A1430	DMPHNPLTDVGG	Broken-Cracked Screen	Public Health
8	None	Slimline Phone	1	Emerson	EM2116	None	Good	Public Health
8	#7485	Slide Projector	1	Kodak	Ektagraphic III Plus	A-460633	Broken Internal Parts	Public Health
8	#12309	Typewriter	1	IBM/Lexmark	Wheelwriter 1500	11VN197	Broken-Non Op.	Sheriff
8	IT#31576	iPad Air	1	Apple	A1474	DMQMD19AFK10	Obsolete	Facilities
8	IT#31577	iPad Air	1	Apple	A1474	DMPMDZR7FK10	Obsolete	Facilities
8	IT#31575	iPad Air	1	Apple	A1474	DMQMD2AWFK10	Obsolete	Facilities
8	IT#31574	iPad Air	1	Apple	A1474	DMQMD0APFK10	Obsolete	Facilities
8	None	Digital Phone	15	Nortel	2616	None	Obsolete	I.T.
8	#13326	TV w/ Remote	1	Panasonic	PV-C1320	JOAC36169	Fair	Public Health
8	None	VOIP Phone	11	Nortel	ip2004	Various	Obsolete	I.T.
8	None	Digital Phone	6	Nortel	2616	Various	Obsolete	I.T.
8	None	Digital Phone	3	Nortel	2008	Various	Obsolete	I.T.
8	#3345	Microscope	1	Spencer	1036	None	Fair	Public Health
8	None	Digital Clock	1	None	None	None	Fair	Public Health
8	None	USB Digital Speaker	4	Logitech	S-150	None	Good	Public Health
8	None	Webcam	1	None	None	None	Fair	Public Health
8	None	Digital Desk Phone	5	Nortel	M2616	Various	Obsolete	I.T.
8	#13844	Portable Overhead Projector	1	Apollo	Concept 2200	517003A01011050	Fair	Public Health
8	None	Remote Terminal	1	Dell	FX100	6JYKTL1	Obsolete	I.T.
8	None	Wireless Microphone	1	Fifine	K025	X0010JCB1	Good	Behav. Health
8	#BH005	Tripod	1	Rockville	None	None	Good	Behav. Health
8	#BH004	Tripod	1	Rockville	None	None	Good	Behav. Health
8	#BH003	Amplifier	1	Rockville	RP62X10	None	Good	Behav. Health
8	#BH001	Speaker	1	Rockville	None	None	Good	Behav. Health
8	#BH002	Speaker	1	Rockville	None	None	Good	Behav. Health

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8	None	Electronic Calculator	1	Sharp	EL-1197P	3D037431	Fair	Assessor
8	None	Electronic Calculator	1	Canon	MP11DX	2722886	Fair	Assessor
8	None	Electronic Calculator	1	Casio	DL-220	3232277	Fair	Assessor
8	None	Electronic Calculator	1	Casio	HR-100TM	None	Fair	Assessor
8	None	Electronic Calculator	1	Sharp	EL-1197PIII	8D006994	Fair	Assessor
8	None	Paper Shredder	1	Fellowes	OD1500C	CRC30315	Fair	Assessor
8	None	Monitor Speakers	2	harman/kardon	HK206	CN-5N35-2CB-7952	Obsolete	Assessor
8	None	Monitor Speakers	2	harman/kardon	02320V	CN-02320-07I-4680	Good	Assessor
8	None	Electric Pencil Sharpener	1	Hunt Boston	17	None	Fair	Public Health
8	#8649	Radio/Boom Box	1	Sony	CFS-W304	5879696	Fair	Public Health
8	None	EZ Laminator	1	xXyron	EZ	32002	Fair	Public Health
8	None	Electric Stapler	1	Bostitch	0-2210	244537	Broken-Non Op.	Sheriff
8	None	IP Desktop Phone	2	Nortel	NTDU91	Various	Broken-Non Op.	I.T.
8	None	IP Desktop Phone	1	Nortel	NTDU92	NNTMDF00LV6P	Broken-Non Op.	I.T.
8	None	Desktop Digital Phone	1	Nortel	M3904	NNTM2CADE5L9	Broken-Non Op.	I.T.
8	None	Desktop Phone Base	16	Nortel	C2245	None	Good	I.T.
8	None	Desktop Digital Phone	1	Nortel	M3904	NNTMGY3BE717	Broken-Non Op.	I.T.
8	None	Desktop Digital Phone	2	Nortel	2616	Various	Obsolete	I.T.
8	None	Desktop Digital Phone	1	Nortel	M200908	NT9K08AD03	Obsolete	I.T.
8	None	Label Writer	1	Dymo	93089	93089-2153761	Broken-Non Op.	I.T.
8	None	Wireless Headset	1	Plantronics	CS55	BK849871	Broken-Missing Part	I.T.
8	None	Video Conferencing System	1	Tandberg	B380104	26A50445	Obsolete	I.T.
8	None	Unidirectional Condenser Boundary Microphor	1	audio-technica	AT871UG	None	Obsolete	I.T.
8	None	Telephone/Answering System	1	vtech 5.8	IA5863	EL405979154	Fair	Library-Jackson
8	IT#31254	Temperature/Power Sensor	1	AVTech	4E	77606	Obsolete	I.T.
8	None	Desktop Digital Phone	1	Meridian	M2008	NT2K08GA35	Obsolete	I.T.
8	None	Phone Handset	10	Meridian	None	None	Obsolete	I.T.
8	None	KVM Switch w/Cables	3	IOGEAR	MiniView III	Various	Obsolete	I.T.
8	None	Document Shredder	1	Fellowes	PS-70	CRC32170.1	Broken-Non Op.	I.T.
9	None	Computer Monitor	15	Dell	1908FPb	Various	Obsolete	I.T.
9	None	Speaker Bar	15	Dell	AS501	Various	Obsolete	I.T.
9	None	Computer Monitor	4	Dell	1901FP	Various	Obsolete	I.T.
9	None	Computer Monitor	4	Dell	1905FP	Various	Obsolete	I.T.
9	None	Computer Monitor	4	Dell	2007FPb	Various	Obsolete	I.T.
9	None	Computer Monitor	2	Dell	1908FPt/FPb	Various	Obsolete	I.T.
9	None	Computer Monitor	2	Dell	1907FPc/FPf	Various	Obsolete	I.T.
9	None	Display Panel	1	Dell	2709WFPb	7SP8RF1	Broken-Non Op.	I.T.
9	None	Computer Monitor	1	Dell	1908FPb	MX-0DY5-2BAL-A0	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1908FPt	CN-0FP-7B3-RKWF	Obsolete	I.T.
9	None	Computer Monitor	3	Dell	Various	Various	Broken-Non Op.	Behav. Health
9	None	Computer Monitor	2	Dell	1908FPt	Various	Obsolete	I.T.
9	None	Computer Monitor	3	Dell	P1911t	Various	Obsolete	I.T.
9	None	Computer Monitor	2	Dell	E2311Hf	Various	Obsolete	I.T.
9	None	Computer Monitor	2	Dell	P2319H	Various	Obsolete	I.T.
9	None	Computer Monitor	5	Dell	P2317H	Various	Obsolete	I.T.
9	None	Computer Monitor	2	Dell	1905FP	Various	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	2001FP	CN-0C06-61K-2UAS	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1702FP	MX-08G1-2C3-DPZ	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1900FP	MX-09J3-2CA-AJA8	Obsolete	I.T.
9	None	Monitor Soundbar	4	Dell	AS500	Various	Obsolete	I.T.
9	None	Monitor Soundbar	4	Dell	AS501	Various	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1907FPt	CN-ODC3-64I-AFNF	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1907FPc	CN-0CC2-63I-272S	Obsolete	I.T.
9	None	Computer Monitor	3	Dell	Various	Various	Broken-Non Op.	Behav. Health
9	None	Computer Monitor	1	Dell	1901FP	CN-05Y2-44N-AB6J	Fair	Agriculture
9	None	Computer Monitor	1	Dell	1905FP	MX-DW8-54D-13KJ	Fair	Agriculture

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9	None	Monitor Stand	1	Dell	HH-DG	CN-0573-B084-A00	Good	Agriculture
9	None	Monitor Stand	1	Dell	P1911t	124B02329-A	Good	Agriculture
9	None	Monitor Speaker Bar	1	Dell	AS500	CN-04Y4-493-01TH	Obsolete	Assessor
9	None	Computer Monitor	1	Dell	1908FPb	MX-ODY5-282L-A00	Broken-No Power	Behav. Health
9	None	Computer Monitor	1	Dell	1908FPb	MX-ODY5-27AL-A00	Broken-No Power	Behav. Health
9	None	Computer Monitor	1	Dell	1908FPb	MX-ODY5-27FL-A00	Fair	Behav. Health
9	None	Display Panel	1	Dell	1901FP	CN-05Y2-475-B834	Obsolete	I.T.
9	None	Display Panel	2	Dell	1905FP	Various	Obsolete	I.T.
9	None	Display Panel	1	Dell	1908FPb	CN-0DY8-85T-190L	Obsolete	I.T.
9	None	Display Panel	1	Dell	1908FPt	CN-0D30-942-425S	Obsolete	I.T.
9	None	Display Panel	1	Dell	P1911t	None	Obsolete	I.T.
9	None	Display Panel	1	Dell	1707FPt	CN-0FK9-748-AB61	Obsolete	I.T.
9	None	Display Panel	1	Dell	E177FPb	MX-0XH-68G-1UHU	Obsolete	I.T.
9	None	Display Panel	2	Dell	E171FP	Various	Obsolete	I.T.
9	None	Display Panel	1	Dell	1800FP	KR-07R4-287-0894	Obsolete	I.T.
9	None	Display Panel	1	Dell	1703FPs	KR-02Y3-35G-A08P	Obsolete	I.T.
9	None	Display Panel	1	Dell	1704FPVs	MY-0H63-55J-ABJ7	Obsolete	I.T.
9	None	Display Panel	1	Dell	1707FPf	CN-0CJ1-68E-A02L	Obsolete	I.T.
9	None	Display Panel	1	Dell	1907FPc	CN-0CC2-62K-3CES	Obsolete	I.T.
9	None	Display Stand	8	Various	Various	Various	Obsolete	I.T.
9	None	Display Stand	8	HP	E221C	None	Good	I.T.
9	None	LCD Color Display Panel	1	HP	L1902	CNC52819HT	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1909Wf	None	Broken-Non Op.	I.T.
9	None	Flat Screen Monitor	1	Dell	1907FPc	CN-0CC2-645-OFCL	Fair	Library-Jackson
9	None	Flat Screen Monitor	1	Dell	1908FPt	CN-0FP-75E-GM60	Fair	Library-Jackson
9	None	Flat Screen Monitor	1	Dell	1908FPt	CN-0D3-94M-B9AL	Fair	Library-Jackson
9	None	Flat Screen Monitor	1	Dell	1908FPb	CN-0DY-79M-20MA	Fair	Library-Jackson
9	None	Flat Screen Monitor	1	Dell	1907FPf	CN-0CJ3-68P-17HU	Fair	Library-Jackson
9	None	Flat Screen Monitor	1	Dell	1907FPf	CN-0CJ3-68P-23DU	Fair	Library-Jackson
9	None	Flat Screen Monitor	1	HP	EyeEase E27m G4	CNC2091P6L	Fair	Library-Jackson
9	None	Monitor Sound Bar	1	Dell	AS501	CN-0UH-712-03W1	Broken-Loose Part	Library-Jackson
9	None	Computer Monitor	1	Dell	1905FP	CN-0T61-4BS-BCSL	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1908FPb	MX-ODY-1NBL-A00	Obsolete	I.T.
9	None	Computer Monitor	1	Dell	1900FP	MX-09J3-340-ASRG	Obsolete	I.T.
10	None	Mouse	9	Dell	Various	Various	Fair	Public Health
10	None	Mouse	2	Various	Various	Various	Fair	Assessor
10	None	Cordless Mouse Receiver	1	Logitech	C-BN4	LZ01436	Obsolete	Assessor
10	None	Keyboard	1	Dell	KB216t	CN-0RKR-0RXX-A03	Obsolete	Assessor
10	None	Keyboard	1	Dell	SK-8120	CN-01HF-OQJE-A00	Obsolete	Assessor
10	None	Optical Mice	26	Various	Various	Various	Fair	I.T.
10	None	Natural Keyboard	2	Microsoft	Various	Various	Broken-Non Op.	I.T.
10	None	Keyboard	1	Dell	KB-216t	CN-0RKR-OJFX-A04	Fair	Library-Jackson
15	#14775	Exam Table	1	Ritter by Midmark	204-001	V413455	Good	Public Health
15	None	Gooseneck Medical Examination Lamp	1	Goodwin Manufacture	1196-41	BG-62796	Good	Public Health
15	None	Exhibit End Caps & Degree Connectors in PVC	3	None	None	None	Fair	Public Health
15	None	Exhibit Display Board in Case-Assorted Colors	7	Marygold	None	None	Fair	Public Health
15	None	Amador County Zoning Map Nov 8,2006	1	Amador County	None	None	Fair	Public Health
15	None	Tool Box w/Trade Show Exhibit Accessories	1	Ace	None	None	Good	Public Health
15	None	Sign w/Attached Rolling Base	1	None	None	None	Fair	Public Health
15	None	Rolling Base w/No Sign Attached	2	None	None	None	Fair	Public Health
15	None	Artificial Rock	1	None	None	None	Fair	Public Health
15	None	Artificial Plant	1	None	None	None	Fair	Public Health
15	None	Small Wood Homemade Coffin	1	None	None	None	Fair	Public Health
15	None	Portable Fan	1	None	None	None	Fair	Public Health
15	None	12.1 Gallon Step Garbage Can	1	Hefty	H5205	None	Fair	Public Health
15	None	Step Trash Can	1	None	2332	None	Fair	Public Health

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15	None	Dr. Seuss Cutout	2	None	None	None	Fair	Public Health
15	None	Helium Balloon Tank	1	Balloon Time	7440-59-7	None	Fair	Public Health
15	None	Hand Sanitizer Stand	3	Purell	None	None	Fair	Public Health
15	None	Hand Sanitizer Stand	1	None	None	None	Fair	Public Health
15	None	Public Health Covid-19 Sandwich Sign Board	1	None	None	None	Fair	Public Health
15	None	2' x 3' Dry Erase Board	1	K & M	20123	None	Fair	Public Health
15	None	Immunization Clinic Sign	3	None	None	None	Fair	Public Health
15	None	Public Health Entrance Sign	2	None	None	None	Fair	Public Health
15	None	29 1/2" x 39 1/2" Rolling Sign Board	2	None	None	None	Good	Public Health
15	None	Sanitation Wipes-Large	12	Henry Shen	AF3	None	Fair	Public Health
15	None	Procedure Medical Mask	600	Res-Q	300 Ultra	None	Good	Public Health
15	None	Dental Face Shield	175	Defend	MK-3000	None	Good	Public Health
15	None	N95 Face Mask	60	Sperian	W1400	None	Good	Public Health
15	None	Plastic Table Roll	2	None	None	None	Fair	Public Health
15	None	Yellow/Green Tote Bags	200	Hit Promotional Prod.	Tot 12	None	Good	Public Health
15	None	Face Shield	240	Henry Schein	101-2254	86887	Good	Public Health
15	None	Laptop Carry Case	1	Samsonite	931185	None	Fair	Public Health
15	None	71" x 36" Dry Erase Cubicle Wall	1	Global Industrial.Com	Interion	None	Good	Public Health
15	None	Second Hand Smoke Demonstrator	1	Health Edco Company	None	None	Fair	Public Health
15	None	Second Hand Smoke Demonstrator House	2	None	None	None	Fair	Public Health
15	None	Roulette Board	1	Health Edco Company	None	None	Fair	Public Health
15	None	No Smoking or Chewing Sandwich Sign Board	3	Dental Health Found.	None	None	Fair	Public Health
15	None	A. C. Public Health Sandwich Sign Board	1	None	None	None	Fair	Public Health
15	None	Blue Cool Cube	1	Vericor	10052EC	00000-67864	Fair	Public Health
15	None	Blue Cool Cube	1	Vericor	10052EC	00000-68151	Fair	Public Health
15	None	Shake It Up Compact Discs	50	Champions for Change	None	None	Good	Public Health
15	None	Banner Stand Assembly	5	None	None	None	Fair	Public Health
15	None	Canopy Tent Shelter Weight Bag-Size Small	2	None	None	X000UG5JHT	Good	Public Health
15	None	Canopy Tent Shelter Poles	2	None	None	None	Fair	Public Health
15	None	Large Black Carry Case	1	None	None	None	Fair	Public Health
15	None	Face Shield	19	Intco	None	None	Good	Public Health
15	None	Thermometer	100	Dayoumed	NX-2000	None	Good	Public Health
15	None	Sterile Foam Tipped Applicator	4,000	Puritan	25-1506 1PF 100	None	Good	Public Health
15	None	Sterile Polyester Tipped Applicator	2,000	Puritan	25-806 1PD	None	Good	Public Health
15	None	Face Shield	4	Medline	None	None	Good	Public Health
15	None	14pc Punch Bowl Set	1	Regaline	None	None	Fair	Public Health
15	None	Bubble Mix	1	Miracle	21316	None	Fair	Public Health
15	None	Bubble Gun	2	Tootsietoy	None	None	Fair	Public Health
15	None	Bubble Bottle	72	Patriotic	12/194-1	None	Fair	Public Health
15	None	Bubble Bottle	43	Tropical Fish	12/213-2	None	Fair	Public Health
15	None	Party Bubbles	55	Red,White and Blue	None	None	Fair	Public Health
15	None	Metal Basin Tray	1	None	None	None	Fair	Public Health
15	None	Metal Basin Tray	1	AHS Corporation	None	None	Fair	Public Health
15	None	Metal Basin Tray	1	Polar	18-8	None	Fair	Public Health
15	None	Metal Basin Tray	1	Vollrath	None	None	Fair	Public Health
15	None	BP Cuff Adult 11	1	ADC	A115094-8	11048750	Fair	Public Health
15	None	Forcep Instrument Tool	4	None	None	None	Fair	Public Health
15	None	Tuning Fork Tool	1	Miltex	1024 C	None	Fair	Public Health
15	None	Scissor Instrument Tool	2	None	None	None	Fair	Public Health
15	None	Kelly Clamp Instrument Tool	4	None	None	None	Fair	Public Health
15	None	Long Clamp Instrument Tool	8	None	None	None	Fair	Public Health
15	None	Point to Point Long Forcep Instrument Tool	2	None	None	None	Fair	Public Health
15	None	Long Grasping Clamp w/Hook	1	None	None	None	Fair	Public Health
15	None	Curved Plier	6	None	None	None	Fair	Public Health
15	None	Disposable Protection Mask	14,450	Kangxun	KX20200801	None	Fair-Expired	Public Health
15	None	Face Shield-White	1,600	Pyramex	Style S1000	None	Good	Public Health

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15	None	Stuffed Animal	5	Various	Various	None	Fair	Public Health
15	#HS005	Continental Washer Extractor	1	Continental	H2055	1300659G03	Good	Sheriff-OES
15	None	Red Ribbon Straw Hat	67	Oriental Trading Co.	15/9350	None	Good	Public Health
15	None	Kids Cowboy Hat-Blue	10	Oriental Trading Co.	0-909	None	Fair	Public Health
15	None	Straw Hat	6	None	None	None	Good	Public Health
15	None	Pair of Cowboy Boots-Variou Sizes	4	Various	Various	None	Fair	Public Health
15	None	Classroom Jeopardy Game	1	Educational Insights	EI-7910/7911	None	Fair	Public Health
15	None	11" Green Basket	1	Greenbrier Int. Incomp	847083	None	Fair	Public Health
15	None	Straw Hat w/Lei	1	None	None	None	Good	Public Health
15	None	Cowboy Boot Decoration	1	None	None	None	Good	Public Health
15	None	Small Vacuum 2 gallon	1	Craftsman	113.177135	None	Fair	Facilities
15	None	Small Vacuum 2.5 gallon	1	Craftsman	113.17611-0	None	Fair	Facilities
15	None	Small Vacuum 2.5 gallon	1	Craftsman	113.17611-0	None	Fair	Facilities
15	None	Small Vacuum 2 gallon	1	Craftsman	113.177135	None	Fair	Facilities
15	None	8' A Frame Ladder	3	Werner	None	None	Fair	Facilities
15	None	20' Extension Ladder	2	Werner	None	None	Fair	Facilities
15	None	Rolling 3-Tier Cart	4	None	None	None	Fair	Public Health
15	None	Smoking Sucks Ball Cap	52	Otto	18-016	None	Good	Public Health
15	None	Bubble Machine	1	American DJ	BU-350	3145739	Fair	Public Health
15	None	Bubble Machine	1	American DJ	BU-350	3145740	Fair	Public Health
15	None	Touch Free Hand Sanitizer Dispensor 33.8oz	6	None	TFHSU-2	None	Good	Public Health
15	None	Touch Free Hand Sanitizer Dispensor 11oz	5	Sharper Image	59827A20195	None	Good	Public Health
15	None	Matay Da Lata Ball Cap	8	Rcc Koozie	80330	None	Good	Public Health
15	None	S.E.E. System Evacuation Lighting	20	Cyalume	9-08500	None	Good	Public Health
15	None	Dual Mode Thermometer	37	Good Baby	FC-IR100	None	Good	Public Health
15	None	Sawzall	1	Milwaukee	2520-20	F51AD160300403	Broken-Non Op.	Facilities
15	None	Pressure Washer	1	Mi-T-M	JP 3504-0MH3	10490918	Fair	Facilities
15	None	12" Miter Saw	1	Dewalt	DW708	167224	Fair	Facilities
15	None	10" Miter Saw	1	Delta	36-075	K9928	Fair	Facilities
15	None	41" Yellow Stanchion w/ 4 1/2" Yellow Ball Top	6	Mr. Chain	99902-4	None	Good	Public Health
15	None	41" Yellow Stanchion w/ 4 1/2" Yellow Ball Top	3	Mr. Chain	99902-4	None	Fair	Public Health
15	None	41" Y Stanchion w/4 1/2" Y Ball Top in Carry Ba	4	Mr. Chain	99902-4	None	Fair	Public Health
15	None	Stanchion Parts in Carry Bag	1	Mr. Chain	99902-4	None	Fair	Public Health
15	None	Stanchion Base	17	Mr. Chain	99902-4	None	Fair	Public Health
15	#14578	Kleen Sweep 35W Floor Sweeper	1	Minuteman	HM35B	AHM35B1045	Obsolete	GSA Warehouse
15	None	12 Volt Automatic Battery Charger	1	Minuteman	957710	100600094	Obsolete	GSA Warehouse
15	None	2 1/4 Ton Hydraulic Jack	1	Norco	71230	None	Fair	Motor Pool
15	None	Battery Charger Engine Starter	1	Schumacher	SE-4020-CA	9402611-MS1622C	Fair	Motor Pool
15	None	6" Orbital Palm Sander	1	Dynabrade	10330	OB565	Fair	Motor Pool
15	None	Pneumatic Air Impact Tool	1	Ingersoll-Rand	5040	26175	Fair	Motor Pool
15	None	Impact Wrench	1	Chicago Pneumatic	None	None	Fair	Motor Pool
15	None	Pneumatic Air Drill	1	Ingersoll-Rand	3AN1	ARA17067	Fair	Motor Pool
15	None	Degree Angle Drill	1	Dotco	15L1284B32	511739	Fair	Motor Pool
15	None	Orbital Sander	1	Rockwell	3873A	481	Fair	Motor Pool
15	None	Side View Mirror-Left	1	None	18-15800-000	None	Fair	Motor Pool
15	None	Hubcap	3	Chevorlet	None	None	Fair	Motor Pool
15	None	Hubcap	4	Chevorlet	None	None	Fair	Motor Pool
15	None	Lug Nut Wrench	1	Ken-Tool	35637	None	Fair	Motor Pool
15	None	Lug Nut Wrench	1	Ken-Tool	T63	None	Fair	Motor Pool
15	None	Lug Nut Wrench	1	None	None	None	Fair	Motor Pool
15	None	Torque Wrench	1	Consolidated Devices	7502M	None	Fair	Motor Pool
15	None	Open End Wrench	17	Various	Various	None	Fair	Motor Pool
15	None	Ratchet Socket Wrench	5	Various	Various	None	Fair	Motor Pool
15	None	Hack Saw	1	Proto	352-1	None	Fair	Motor Pool
15	None	Breaker Bar	3	Various	Various	None	Fair	Motor Pool
15	None	Miscellaneous Size Sockets	130	Various	Various	None	Fair	Motor Pool

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15	None	Socket Extension	3	Various	Various	None	Fair	Motor Pool
15	None	Allen Wrench	12	Various	Various	None	Fair	Motor Pool
15	None	Oil Filter Wrench	1	OK-D	2187	None	Fair	Motor Pool
15	None	Putty Knife	1	Red Devil	None	None	Fair	Motor Pool
15	None	Plier	2	Various	Various	None	Fair	Motor Pool
15	None	Flathead Screwdriver	7	Various	Various	None	Fair	Motor Pool
15	None	Phillips Screwdriver	5	Various	Various	None	Fair	Motor Pool
15	None	Rasp File	1	Simonds	None	None	Fair	Motor Pool
15	None	Rasp File	1	Bonney	None	None	Fair	Motor Pool
15	None	Roto-Bor Bit	24	Various	Various	None	Fair	Motor Pool
15	None	Chisel	1	Globemaster	None	None	Fair	Motor Pool
15	None	Ratcheting Tap Handle	2	Stanley-Yankee	251A	None	Fair	Motor Pool
15	None	Spark Plug Gap Tool	1	Kakuret/Kaster	None	None	Fair	Motor Pool
15	None	Universal Socket Joint	3	Various	Various	None	Fair	Motor Pool
15	None	Bolt Extractor	1	Scovill	None	None	Broken-Non Op.	Motor Pool
15	None	Polars	3	P & C	4001-J	None	Fair	Motor Pool
15	None	Polars	2	Proto	4066	None	Fair	Motor Pool
15	None	Pry Bar	1	None	LPC25	None	Fair	Motor Pool
15	None	Hole Punch	1	None	None	None	Fair	Motor Pool
15	None	2 Sided Allen Wrench	1	CP	None	None	Fair	Motor Pool
15	None	Rear Bumper Cover	1	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
15	None	Front Bumper Cover	1	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
15	None	Front Bumper Support Bracket	1	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
15	None	Front Recovery Hooks	2	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
15	None	Rear Recovery Hooks	2	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
15	None	Front Steps	2	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
15	None	Fog Light Covers	2	Jeep	Gladiator Rubicon	Various	Good	Motor Pool
17	IT#30230	Power Conditioner	1	Furman	PM-8 II	0-11483014883	Obsolete	I.T.
17	None	Desktop Computer Ram	195	Various	DDR2/DDR3	Various	Obsolete	I.T.
17	None	Power Sequencer	1	Furman	PS-8R	0-00883005155	Obsolete	I.T.
17	None	120 volt Power Tap	1	Wiremold	J06B0B	None	Obsolete	I.T.
17	None	Desktop Power Controller	1	DAK	HTX 100P	880501332	Obsolete	I.T.
17	None	Laptop Docking Station	4	Dell	K09A	Various	Obsolete	I.T.
17	None	Laptop Docking Station	1	Dell	K07A	CN-OPDX-09F1-A0C	Obsolete	I.T.
17	None	Laptop Docking Station	2	Dell	Pro2X	Various	Obsolete	I.T.
17	None	Laptop Docking Station	4	Dell	Pro3X	Various	Obsolete	I.T.
17	None	Slimline Optical Drive	13	Various	Various	Various	Obsolete	I.T.
17	None	Full Size Optical Drive	7	Various	Various	Various	Obsolete	I.T.
17	None	Drive Shoes	37	Various	Various	None	Fair	I.T.
17	None	Wireless Router	1	LinkSys	WRT610N V1	CTG01H922354	Obsolete	I.T.
17	None	Laptop Docking Station	1	Dell	Pro2X	4567307-502604	Obsolete	I.T.
17	None	3G Microcell Signal Booster Tower	1	Cisco/AT&T	DPH153-AT	34BDFA-02048574	Obsolete	I.T.
17	None	DSL Modem	1	Netgear	DM111PSP	2TT229B8058F1	Obsolete	I.T.
17	None	DSL Router	1	AT&T	4111N	36111E044618	Obsolete	I.T.
17	None	56K Modem	1	Practical Peripherals	8600US	P1008600X314	Obsolete	I.T.
17	None	Print Server	1	HP	JetDirect 500X	J3265-61002	Obsolete	I.T.
17	None	16 Port Network Switch	1	Netgear	Prosafe GS116	1MN1851N00A6B	Obsolete	I.T.
17	None	Network Storage External Hard Drive	1	LaCie	D2	110138B6068	Broken-Non Op.	I.T.
17	None	Wireless Router	1	Belkin G	F5D7230-4	BE700931341	Obsolete	I.T.
17	None	Wireless Access Point	1	D-Link/Air Premier	DWL-2200AP	DQB4168000559	Broken-Non Op.	I.T.
17	None	8 Port Network Switch	1	LinkSys	SD208	REG0049000981	Broken-Non Op.	I.T.
18	None	DVI Cable	8	None	None	None	Fair	I.T.
18	None	USB to VGA Adapter	5	Generic	Various	Various	Good	I.T.
18	None	Switching Adapter	1	Sino-American	SA150B-12V	0408W	Obsolete	I.T.
18	None	Cords & Cables	4	Various	None	None	Obsolete	I.T.
18	None	VGA Cable	45	None	None	None	Obsolete	I.T.

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18	None	Power Cord	80	Various	None	None	Fair	I.T.
21	IT#31605	Interruption Power Supply	1	APC	SUA3000RM2U	JS0522018602	Broken-Failed	I.T.
21	None	UPS Surge Protector	1	APC	500 VA	NB0041310394	Obsolete	I.T.
21	None	Smart UPS Back Up Battery	5	APC	DL750	Various	Obsolete	I.T.
21	None	Smart UPS Back Up Battery	1	APC	SMT750	AS1413121814	Obsolete	I.T.
21	None	Smart UPS Back Up Battery	1	APC	DL700	QS0218130494	Obsolete	I.T.
21	None	Back UPS	1	APC	BP1000	WB9814795659	Obsolete	I.T.
21	None	Back UPS	1	APC	BP1400	QB0014320745	Obsolete	I.T.
21	IT#31691	# 1 20305 UPS,Rack Mount	1	APC	SUM3000RMXL2U	QS1517340232	Fair	I.T.
21	None	Battery Expansion Pack	1	APC	SUM48RMXLBP2U	5S1505T04415	Fair	I.T.
21	#12810	Smart UPS 1400	1	APC	SU1400NET	FS9910006623	Obsolete	I.T.
21	None	Back UPS Pro 600	1	APC	BP650S	NB0102155267	Obsolete	I.T.
21	None	Smart UPS 1500	1	APC	SUA1500	AS0242233737	Obsolete	I.T.
21	None	Smart-UPS RT 3000VA	1	APC	SUA3000R2X180	ES0723000019	Obsolete	Probation
32	None	Wire Paper Tray Holder	3	None	None	None	Good	GSA
32	None	Adjustable Desk Lamp	1	Ikea	A9504	None	Good	GSA
32	None	Easel Pad 27 x 31.75	1	Office Depot	281-448	None	Good	BOS
32	None	Cork Bulletin 36 x 24	1	Boone	0-60401	None	Good	BOS
32	None	Cork Bulletin 36 x 24	1	Quartet	None	None	Good	BOS
32	None	Hanging File Folder Legal Size	4	Viking	V91535	None	Good	BOS
32	None	Hanging File Folder Legal Size	9	None	None	None	Good	BOS
32	None	Hanging File Folder Legal Size	21	Smead	64358	None	Good	BOS
32	None	Hanging File Folder Regular Size	62	None	None	None	Good	BOS
32	None	Hanging File Folder Regular Size	3	Smead	10H	None	Good	BOS
32	None	Hanging File Folder Regular Size	6	Smead	64036	None	Good	BOS
32	None	Hanging File Folder Regular Size	33	Smead	None	None	Good	BOS
32	None	Hanging File Folder Regular Size	24	Smead	C-15H	None	Good	BOS
32	None	Hanging File Folder Regular Size	24	Smead	64258	None	Good	BOS
32	None	Hanging File Folder Regular Size	8	Quill	7-Q52	None	Good	BOS
32	None	Hanging File Folder Regular Size	18	Pendaflex	4152	None	Good	BOS
32	None	Hanging File Folder Regular Size	8	Pendaflex	42620	None	Good	BOS
32	None	Hanging File Folder Regular Size	3	Eastman	CHF001	None	Good	BOS
32	None	Hanging File Folder Regular Size	10	Eastman	CHF131	None	Good	BOS
32	None	Hanging File Folder Regular Size	20	Eastman	CHF151	None	Good	BOS
32	None	4 Slot Letter/File Holder	1	None	None	None	Good	BOS
32	None	2" D Ring Binder	1	Wilson Jones	None	None	Good	BOS
32	None	2 1/4" D Ring Binder	2	None	None	None	Good	BOS
32	None	2 1/4" D Ring Binder	1	Cardinal	26XX2	None	Good	BOS
32	None	2 1/2" D Ring Binder	1	Cardinal	263X2	None	Good	BOS
32	None	3" Ring Binder	1	Office Depot	None	None	Good	BOS
32	None	2 1/2" Ring Binder	1	Wilson Jones	None	None	Good	BOS
32	None	2 1/2" Ring Binder	1	Avery	None	None	Good	BOS
32	None	2 3/4" Ring Binder	1	Office Depot	None	None	Good	BOS
32	None	2 1/2" Ring Binder	1	Eastman	C285CBK	None	Good	BOS
32	None	2" D Ring Binder	1	Wilson Jones	None	None	Good	BOS
32	None	2" Ring Binder	2	Wilson Jones	None	None	Good	BOS
32	None	2" Ring Binder	1	None	None	None	Good	BOS
32	None	2 1/4" Ring Binder	1	Pembrandt	318-1	None	Good	BOS
32	None	2" Ring Binder	1	Avery Dennison	K311-20	None	Good	BOS
32	None	2" Ring Binder	1	Avery Dennison	K311-20L	None	Good	BOS
32	None	3/4" Ring Binder	1	Wilson Jones	None	None	Good	BOS
32	None	1" Ring Binder	1	Avery Dennison	None	None	Good	BOS
32	None	3/4" Ring Binder	1	K & M Company	VB11-05	None	Good	BOS
32	None	1" Ring Binder	1	Wilson Jones	None	None	Good	BOS
32	None	3/4" Ring Binder	1	McBee	11001	None	Good	BOS
32	None	1" Ring Binder	2	None	None	None	Good	BOS

2023-2024-B GSA SURPLUS EWASTE PERSONAL PROPERTY LIST

32	None	1" Ring Binder	2	Office Depot	None	None	Good	BOS
32	None	3/4" Ring Binder	1	None	None	None	Good	BOS
32	None	1 1/2" Ring Binder	1	K & M Company	C011-15	None	Good	BOS
32	None	1 1/2" Ring Binder	1	Avery Dennison	None	None	Good	BOS
32	None	1" D Ring Binder	1	Staples	None	None	Good	BOS
32	None	1" Ring Flex View Binder	1	Avery Dennison	None	None	Good	BOS
32	None	1" Ring Flex Binder	2	Acco	None	None	Good	BOS
32	None	1" Ring Flex Binder	4	None	None	None	Good	BOS
32	None	3/4" Ring Flex Binder	1	None	None	None	Good	BOS
32	None	Clamp Binder	1	Staples	None	None	Good	BOS
32	None	Brochure Holder	21	Taymer	TI-306	None	Fair	Public Health
32	None	2" Ring Binder	20	Amazon Basics	KK2077A	None	Good	Library-Jackson
32	None	2" Ring Binder	5	Wilson Jones	None	None	Fair	Library-Jackson
32	None	2" D-Ring Binder	2	Wilson Jones	None	None	Fair	Library-Jackson
32	None	2 1/2" Ring Binder	1	Avery Dennison	None	None	Fair	Library-Jackson
32	None	1" Ring Binder	1	Avery Dennison	K311-10	None	Fair	Library-Jackson
32	None	1" Ring Binder	1	Avery Dennison	None	None	Fair	Library-Jackson
32	None	1" Ring Binder	1	Office Depot	None	None	Fair	Library-Jackson
32	None	1 1/2" Ring Binder	1	Accohide	39543	None	Fair	Library-Jackson
32	None	Plastic Display	2	None	None	None	Fair	Library-Jackson
32	None	Letter Size Hanging Folder Frame	1	Oxford	94422	None	Good	Public Health
32	None	Binder	13				Fair	Public Health
32	None	6 Slot File Holder	1	None	None	None	Good	GSA
32	None	CD Cleaner	1,550	RU at Risk	None	None	Good	Public Health
32	None	Business Card Holder	354	None	CHF-S75	None	Good	Public Health
32	None	Commicable Disease Binders	21	Hand Made	WOD05706	None	Fair	Public Health
32	None	Small Round Mirror	1	Conair	None	None	Fair	Public Health
32	None	Metal Wire Basket	1	None	None	None	Fair	Public Health
32	None	Office Chair Pillow	2	HBADA	None	None	Fair	Public Health
32	None	Screen Protector HD Clear	1	Supershieldz	9167	None	Good	Public Health
32	None	Screen Protector Anti-Glare	1	Supershieldz	X00253ZTW5	None	Good	Public Health
32	None	Screen Protector	1	Forito	X002HRML4N	None	Fair	Public Health
32	None	Heavy Duty 1/2" Staples	5,000	Swingline	79392	None	Good	Public Health
32	None	Heavy Duty 5/8" Staples	2,500	Swingline	90009	None	Good	Public Health
32	None	1/4" (6mm) Staples	15,000	Bostitch	STCRP21151/4	None	Good	Public Health
32	None	Paper Organizer	1	Amberg	P31	None	Fair	Public Health
32	None	8 Slot Literature Organizer	2	None	None	None	Fair	Public Health
32	None	Geographic Design System Software	1	ArcCAD	ESRI	None	Obsolete	Surveying
32	None	Design/Drafting Software	1	Autocad	Release 11	None	Obsolete	Surveying
32	None	Drawing Manual	1	Autocad	Release 11	None	Obsolete	Surveying
32	None	Design Drawing Program Manuals and Softwar	3	Autocad	Release 12	None	Obsolete	Surveying
32	None	Raster Tool Software	1	Image Systems Tech.	Version 3.50	None	Obsolete	Surveying
32	None	Drawing Editor Manual	1	CAD Overlay ESP	Image Systems	4.00-017438-E000	Obsolete	Surveying
32	None	Applications Manual 4.7	2	Quicksurf	Schreiber	None	Obsolete	Surveying
32	None	High Performance Ultra SCSI Software	1	Adaptec	AHA-2940	BG0D9182JCU	Obsolete	Surveying
32	None	Auto Desk Map Software	1	Autodesk	Version 5.0	340-30101822	Obsolete	Surveying
32	None	CD/DVD Window Envelopes	30	Office Depot	560-941	None	Good	Surveying
32	None	5.25" Diskette MD 2HD	14	Verbatim	87177	None	Obsolete	Surveying
32	None	Floppy Disk MF2HD	5	Verbatim	KT3D24D2	None	Obsolete	Surveying
32	None	Floppy Disk MF2HD	1	Verbatim	KT3D20D1	None	Obsolete	Surveying
32	None	Diskette Labels	1	Power Up	IBM-U	None	Obsolete	Surveying
32	None	Misc. Diskettes	37	Various	Various	None	Obsolete	Surveying
32	None	4" x 1 7/16" Computer Labels	1	Avery	4033	None	Obsolete	Surveying
32	None	Film Splicing Tapes	100	Hip	T35-DP	None	Obsolete	Library-Jackson
32	None	80w 21v Microfiche Lamp	1	Philips	None	None	Obsolete	Library-Jackson
32	None	AC/DC Converter	1	Bell & Howell	45712	None	Obsolete	Library-Jackson

2023-2024-B GSA SURPLUS EWASTE PERSONAL PROPERTY LIST

32	None	200w 24v Projector Lamp	2	Sylvania	5803	None	Obsolete	Library-Jackson
32	None	200w 24v Quartzline Lamp	1	GE	CG-141-F	None	Obsolete	Library-Jackson
32	None	750w 120v Projector Lamp	1	Sylvania	T-12-B	None	Obsolete	Library-Jackson
32	None	4v Exciter Lamp	2	Kondo Sylvania	KE-040	None	Obsolete	Library-Jackson
32	None	200w 24v Projector Lamp	1	Sylvania	3502	None	Obsolete	Library-Jackson
32	None	150w 24v Projection Lamp	6	Philips	7158	None	Obsolete	Library-Jackson
32	None	Phono Needle	1	Realistic	RS-93	None	Obsolete	Library-Jackson
32	None	CB Fuse 2amp-3AG	1	GC Electronics	18-915	None	Obsolete	Library-Jackson
32	None	Microfilm Records File	50	None	SB 35L	None	Obsolete	Library-Jackson
32	None	Microfilm Parts	4	None	455-682	None	Obsolete	Library-Jackson
32	None	Stops for Microfilm Spools	26	None	None	None	Obsolete	Library-Jackson
32	None	Microfiche Reel	12	Various	None	None	Obsolete	Library-Jackson
32	None	Microfilm Reader Manual	1	Dukane	27A66	1040080	Obsolete	Library-Jackson
32	None	Mousepad	3	Various	None	None	Fair	Assessor
32	None	Square Color Code Labels	43	Various	None	None	Good	Assessor
32	None	Card Holder	1	Rolodex	None	None	Good	Assessor
32	None	Tape Dispenser	4	Various	None	None	Fair	Assessor
32	None	Thin Colored Tape	42	Various	None	None	Good	Assessor
32	None	Correction Tape	1	Avery	CR-16	None	Good	Assessor
32	None	Labeling Tape	1	Post-It 3M	658H-S	None	Good	Assessor
32	None	Reinforcement Labels-White	1,000	Avery	0-5720	None	Good	Assessor
32	None	Keyboard Wrist Rest	2	Fellowes	None	None	Fair	Assessor
32	None	Mouse Wrist Rest	1	None	None	None	Fair	Assessor
32	None	Insertable 2" Plastic Tab	1	Pendaflex	42GRE	None	Good	Assessor
32	None	Label Protector	1	Smead	67600	None	Good	Assessor
32	None	Name Tag Cover	6	Various	Various	None	Fair	Assessor
32	None	Monitor Raisers	4	Various	Various	None	Fair	Assessor
32	None	Miscellaneous Rulers	21	Various	Various	None	Fair	Assessor
32	None	Protractors	3	Various	Various	None	Fair	Assessor
32	None	Mapping Magnifiers	2	QOS Union Inst. Corp.	None	None	Fair	Assessor
32	None	Drafting Tape	3	Various	Various	None	Fair	Assessor
32	None	Clear Tabs	1	Tressler's	None	None	Fair	Assessor
32	None	Machine Eraser	8	Various	Various	None	Fair	Assessor
32	None	Pencil	2	Various	Various	None	Fair	Assessor
32	None	Pencil Boxes w/Miscellaneous Items	3	Various	Various	None	Fair	Assessor
32	None	Marsmatic for Ink Drawing	2	Various	Various	None	Fair	Assessor
32	None	Bundle of Misc. Tools	1	Various	Various	None	Good	Assessor
32	None	Clamps	3	None	None	None	Fair	Assessor
32	None	Money or Rent Receipt Book	1	Adams	DC2501	None	Good	Assessor
32	None	Phone Message Book	7	Tops	4003	None	Good	Assessor
32	None	In/Out Marking Board	1	Quartet	None	None	Fair	Public Health
32	None	Plastic Display Stand	1	None	None	None	Fair	Public Health
32	None	3 Hole Paper Punch	1	Acco	350	None	Fair	Public Health
32	None	File Box	1	Newell Office Prod.	None	None	Fair	Public Health
32	None	Heavy Duty Stapler	1	Bostitch	B310HDS	851787S	Fair	Public Health
32	None	Mat Refill	1	Fiskars	9591	None	Good	Public Health
32	None	Paper Cutting Board	1	Fiskars	9582	None	Fair	Public Health
32	None	Storage Tub	2	Shield	None	None	Good	Public Health
32	None	Clipboard	1	A & W	None	None	Fair	Public Health
32	None	Clipboard	1	None	None	None	Fair	Public Health
32	None	Binder	16	Various	Various	None	Fair	Public Health
32	None	Retractable Brochure Display in Carry Bag	1	None	None	None	Good	Public Health
32	None	Rolling Briefcase	1	Heritage	13095	None	Good	Public Health
32	None	Tote Bag	3	Pact	None	None	Fair	Public Health
32	None	Shoulder Bag	1	Building Bridges	6600-54BK	None	Good	Public Health
32	None	Backpack	4	TogetherWeMakeADif	None	None	Good	Public Health

2023-2024-B GSA SURPLUS EWASTE PERSONAL PROPERTY LIST

32	None	Heavy Duty Stapler	1	Swingline	39005	None	Fair	Public Health
33	115	2006 Escape	1	Ford	1306816	35853	Poor-Failed Transmissio	Motor Pool
33	1056	2018 Interceptor	1	Ford	1548378	75700	Fair- High miles and po	Motor Pool-SO
33	893	2002 Chevy Malibu	1	Chevy	1107905	91043	Poor-high miles	Motor Pool-SS

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 9, 2024

SUBJECT

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

Recommendation:

Receive and File.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Tree Mortality.doc](#)

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

IN THE MATTER OF:

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

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

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

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

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

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

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

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

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

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

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

(RESOLUTION NO.)

(07/09/24)

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

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of July, 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: Auditor-Controller

Meeting Date: July 9, 2024

SUBJECT

Jail Expansion Project Budget Increase and Transfer Request

Recommendation:

Approve Request.

4/5 vote required:

Yes

Distribution Instructions:

Auditor-Controller, Tacy Oneto Rouen; Budget Analyst, Kim Holland; Undersheriff, Jarret Benov; GSA Director, Jon Hopkins

ATTACHMENTS

- [MEMO - Budget Increase and Transfer Request for Jail Expansion 7-2-24.pdf](#)
- [Budget Increase Request for Jail Expansion dtd 7-2-24.pdf](#)

AUDITOR-CONTROLLER

810 COURT ST JACKSON, CA 95642-9534 TELEPHONE (209) 223-6363 FAX (209) 223-6721

TACY ONETO ROUEN, AUDITOR-CONTROLLER



MEMO

To: Amador County Board of Supervisors
From: Tacy Oneto Rouen, Auditor-Controller *JOR*
Date: July 2, 2024
Subject: **FY 23-24 Jail Expansion Budget Increase and Transfer Request**

Background: As you are aware, the State Public Works Boards' approval on November 17, 2023 allowed the County to issue a Notice to Proceed to F&H Construction. As such, the County is well into the process and has made large payments for construction-related invoices, and we are still awaiting reimbursement from the State. The County Administrative Officer has requested that funds held in various accounts continue to be transferred into the Jail Expansion Department's Budget and Cash Account. To date, the County Facility Fees and the CCP Contributions have been transferred.

For your review and consideration, the attached Budget Increase provides for the transfer of the Sheriff's Office committed funds from their Rural Crimes Trust into the Jail Expansion Project's Revenue and Expenditure Accounts. In addition, please authorize me to transfer the cash funds from the Rural Crimes Trust into the Jail Expansion Department as of June 30, 2024.

Recommendation: Approval of Department #1815's Budget Increase and authorize the Auditor to transfer funding from the Rural Crimes Trust into the Jail Expansion Department's Revenue and Cash Account as of June 30, 2024.

Alternatives: N/A

Fiscal or Staffing Impacts: N/A

4/5ths Vote: Yes

Attachments: Budget Increase Request

cc: Chuck Iley, CAO; Kim Holland, Budget Analyst; Jarret Benov, Undersheriff, and Jon Hopkins, GSA

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: 07/02/2024

REQUESTED BY: Tacy Oneto Rouen *YOR*

DEPARTMENT: Auditor-Controller

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
1815	56186	1,500,000.00		1815	47940	1,500,000.00	

REASON FOR THE REQUEST:

To Increase the Jail Expansion Department for the funds the Sheriff's Office committed from their Rural Crimes Trust as of June 30, 2024. This Increase and the Requested Transfer of Funds (see Memo) will bring the funds into the Jail Expansion Department for use.

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

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

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 9, 2024

SUBJECT

Public Health - Approval of Annual Agreement with Mountain Valley Emergency Medical Services Agency for FY 24/25.

Recommendation:

Approve agreement as presented.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Mountain Counties EMS Agency Agreement.pdf](#)

FORMAL AGREEMENT BETWEEN
MOUNTAIN COUNTIES
EMERGENCY MEDICAL SERVICES AGENCY
AND
AMADOR COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Amador County, hereinafter referred to as "County," and the Mountain Counties Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on the 7th day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Amador County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Agency shall accept authority and responsibility as the local EMS agency for the County of Amador, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:
1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204 and 1798.205.
2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.

3. **The County Health Officer delegates to the Agency the responsibility of Medical/Health Operational Area Coordinator (MHOAC). The Agency will ensure that all operational procedures associated with medical/health mutual-aid coordination, as outlined in the California State "Emergency Medical Services Authority Disaster Medical Response Plan," and the "OES Region IV Multi-Casualty Incident Plan," are carried out. The MHOAC shall coordinate all mutual-aid disaster operations that affect the County with the County Office of Emergency Services.**
4. **The County shall approve all standard operating procedures under which medical/health mutual-aid coordination shall function. In the event of a disaster, the County maintains the authority to approve the use of any County medical/health resources, all expenditures of County funds, and all mutual-aid requests for medical resources prior to their mobilization.**
5. **The Agency shall assign a .3 FTE to be available at the County agreed-upon site (or attend meetings on behalf of County). County shall be notified prior to the final selection of a staff person.**
6. **The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.**
7. **The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.**
8. **County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the services agreed to in this document in the amount of seventeen thousand four hundred twenty-eight dollars and eighty-four cents (\$17,428.84). This amount shall be paid quarterly at the rate of four thousand three hundred fifty-seven dollars and twenty-one cents (\$4,357.21) per quarter. The County shall contribute office space and support services for the Agency staff person(s).**
9. **The term of this Agreement shall be from July 1, 2024 through June 30, 2025.**
10. **If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2025 in order to opt out for the next one year cycle.**
11. **The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto.**
12. **The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.**

County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable

volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

13.4 Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Agency's insurance and shall not contribute with it.

13.5 Agency shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

13.6 Agency shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Agency shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Agency's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Agency shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.7 **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, Agency 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. Agency 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, employees, representatives or agents.

14. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.
15. Both the County and Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The

attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

13. INSURANCE

13.1 Agency 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:

13.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.

13.1.2 Commercial Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned and hired vehicles.

13.1.3 Professional Liability – In the event Agency is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. If Professional Liability insurance is written on a claims made form, Agency shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

13.2 Agency shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or Risk@amadorgov.org as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. Certificate of Insurance shall list the Certificate Holder as County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642. In the event the insurance coverage expires at any time or times during the term of this contract, Agency agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

13.3 Certificates of insurance must include the following provisions:

13.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

13.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and

applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

16. Only the 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 the Agency's or County's duties set forth herein. The Agency 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 contract. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.

17. HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 [45 C.F.R. Parts 160, 162, and 164] and its implementing regulations ("HIPAA"). The County is a "hybrid entity" under HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. While Business Associate Agreement is not required at this time, should such an agreement become necessary, Agency agrees to execute such an agreement upon request by County.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF AMADOR

Approved as to Form:

By _____
Title: Chairman, Board of Supervisors

By _____
Title: County Counsel

Date: _____

Date: _____

MOUNTAIN COUNTIES EMERGENCY MEDICAL SERVICES AGENCY

By  _____
Title: Chairman, Board of Directors

7-2-2024
Date: _____

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 9, 2024

SUBJECT

General Services Administration request to reclassify vacant position from Administrative Assistant II to Administrative Technician.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, GSA and Human Resources

ATTACHMENTS

- [Memo GSA Admin Tech.doc](#)
- [Memo for Administrative Tech Justification 6.21.2024 12.28.16.pdf](#)



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: July 2, 2024

SUBJECT: Agenda Item for July 9, 2024 Board Consent Agenda
General Services Administration – Position Change Request

The Director of the General Services Administration (GSA) has proposed converting the current budgeted position of Administrative Assistant II, Range 1348, Step A \$18.06 to Step E \$21.95, to that of an Administrative Technician, Range 2141, Step A \$25.99 to Step E \$31.59. This recommendation stems from a comprehensive review of the requisite knowledge, skills, and abilities essential for fulfilling the responsibilities associated with this role. The Director has determined that the demands of the position necessitate capabilities commensurate with those expected of an Administrative Technician.

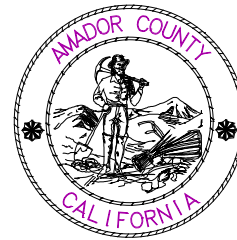
Accompanying this proposal is a memorandum outlining the rationale behind the position upgrade and detailing how the additional cost of this position will be funded. Failure to approve this transition could potentially strain existing staff members who are already operating at full capacity, thereby jeopardizing the department's ability to effectively serve both its internal and external stakeholders.

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



SUMMARY MEMORANDUM

TO: Lisa Gaebe, Human Resources Director

FROM: Jon Hopkins, GSA Director *Hop*

DATE: June 21, 2024

SUBJECT: Position change request

General Services Support Services is currently in the process of recruiting to fill a vacant Administrative Assistant position. Upon reviewing the duties and responsibilities of this role, I have determined that the position often aligns more closely with that of an Administrative Technician rather than an Administrative Assistant.

The current requirements of this position extend beyond the general clerical and administrative duties typically associated with an Administrative Assistant. Specifically, the role frequently involves comprehensive engagement in the purchasing process, handling claims, budget reconciliation, data analysis, and maintaining and monitoring data in e-finance. These tasks necessitate a thorough understanding of procurement and contracting, as well as a significant degree of independence and accountability. This position also provides back-up for mail delivery and warehousing duties include fork lift operation.

For instance, the previous individual in this role was responsible for compiling and understanding all data related to underground tank storage mitigation. This involved working independently with the State and their program, and to track and complete all necessary forms for reimbursement that ultimately lead to \$112K form the State. This example underscores the level of expertise and independence required for this position, which surpasses the scope of duties typically performed by an Administrative Assistant, such as answering phones, making copies, and filing.

Additionally, Support Services is projected to experience a 17.5% reduction in costs due to the upcoming retirement of the current GSA Director. This salary savings will allow us to fund the position of an Administrative Technician while simultaneously lowering the overall cost allocation.

Given these considerations, I kindly request your approval to recruit for an Administrative Technician position to better meet the needs of our department.

Cc: Danielle Whitaker, Support Services Director
file

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: July 9, 2024

SUBJECT

23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection Resolution of Acceptance

Final Agreement and Release of Claims

JPB Designs, Inc.

Recommendation:

1. Adopt resolution accepting the 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection as complete;
2. Authorize Chairman to sign Agreement and Release of Claims;
3. Approve the change order;
4. Releasing of Retention amount of \$31,020.11.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [BOS Memo 23-25 Contract Closeout.pdf](#)
- [ATTACHMENT A Slope Repair signed document.pdf](#)
- [23-25 Resolution of Acceptance.doc](#)
- [CCO Slope Repair \(1\)signed document.pdf](#)
- [Estimate Verification_23-25 Slope Repair.pdf](#)
- [Application and Cert. for payment.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

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

DATE: July 9, 2024

SUBJECT: 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection
Resolution of Acceptance
Final Agreement and Release of Claims
JPB Designs, Inc.

CONTACT: Richard Vela (223-6457)

Overview

On June 14, 2024, JPB Designs, Inc. (Contractor) was granted substantial completion for the work, the "23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection," commencing the one-year guarantee period.

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

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

During project construction, two change orders was requested and accepted extra demo, asphalt, and welding on drainage pipe. The change order amounts for this work equal to \$23,792.19. Per Section 4-1.05D of the project contract documents, the Public Works Director can authorize change orders up to a total amount equal to 5% of the Contract Amount. With a Contract Amount of \$596,610.00, the limit of the Public Works Director's approval authority is \$29,830.50.

Requested Actions

1. Adopt resolution accepting the 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection as complete;
2. Authorize Chairman to sign Agreement and Release of Claims;
3. Approve the change order;
4. Releasing of Retention amount of \$31,020.11.

Fiscal Impact

The original Contract Amount was \$596,610.00. The engineer's estimate for the work was \$780,850.00. With the \$23,792.19 in change orders, the final project cost came in at \$620,402.19. The funding for the project is from FEMA. A final payment of \$31,020.11 will be made to Contractor upon approval, which constitutes the full payment.

Attachments: Resolution of Acceptance
Agreement and Release of Claims
CCO Slope Repair
Final Project Costs and Payment
Application and Certification for Payment

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this 9th day of July, 2024, by and between the County of Amador (“County”), and JPB Designs, Inc. (“Contractor”), whose place of business is 5650 Main Ave. Suite 2 Orangevale, CA, 95662.

RECITALS

A. On September 12, 2023, County and Contractor entered into a contract (the “Contract”) in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the “Work”) consisting of furnishing of all labor, materials, and equipment for the construction of hot mix asphalt paving, traffic handling, pavement delineation, and any additive work as specified, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

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

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

Original Contract Sum	\$ <u>596,610.00</u>
Modified Contract Sum	\$ <u>620,402.19</u>
Payment to Date	\$ <u>589,382.08</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>31,020.11</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of One Hundred Seventy Five Thousand Six Hundred Fifty Eight Dollars and Ninety Five Cents (\$175,658.95) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

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

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

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

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

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

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

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

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


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

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

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: _____


Name (please print): Artyom Ponomarenko

Title: President

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

IN THE MATTER OF:

RESOLUTION ACCEPTING 23-25)	RESOLUTION NO. 24-XXX
ITB SUTTER CREEK ROAD PM 8.1 AND)	
PIONEER VOLCANO ROAD PM 1.44)	
SLOPE PROTECTION)	
AS COMPLETE)	

WHEREAS, the contractor has completed construction of road repair work on Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by JPB Designs, Inc. for the 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection as complete.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of July 2024, by the following vote:

- AYES: Jeff Brown, Richard M. Forster, Frank Axe, Patrick Crew, and Brian Oneto
- NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

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

July 2, 2024

To: File

From: Mark Hopkins
Sr. Project Manager

Subject: Contract No. 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project
Change Order No. 1
Contractor: JPB Designs, Inc.

Contact: Mark Hopkins (209) 223-6248

		Percent of Original Contract Amount
Original Contract Amount	\$596,610.00	
Total Change Order Limit for Director's and CAO's Combined Authority	N/A	N/A
Previous Change Orders	\$0.00	0.00%
This Change Order	\$23,792.19	3.99%
Total Change Orders To Date	\$23,792.19	3.99%
Authority Remaining After Change Order 1	N/A	N/A
New Contract Amount	\$620,402.19	

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

Attachments: Change Order No. 1, Justification Summary

Contract Change Order

To: JPB Designs, Inc.

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

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

1	FI 01	Mobilization, Demobilization & Final Cleanup	\$	-
2	FI 02	Traffic Control System	\$	-
3	FI 03	Stormwater Pollution Prevention Plan	\$	-
4	FI 04	Temporary Barrier System	\$	-
5	FI 05	Temporary Crash Cushion	\$	-
6	FI 06	Temporary Silt Fence	\$	-
7	FI 07	Roadway Excavation (1)	\$	-
8	FI 08	Geosynthetic Reinforced Embankment (GRE) - Pioneer Volcano Rd (2)	\$	-
9	FI 09	Alternative Geosynthetic Reinforced Rockery (GRR)(3) or Soil (GRS) Wall(4)	\$	-
10	FI 10	Replace downdrain and regrade shoulder (5)	\$	-
11	FI 11	Rolled erosion control matting	\$	-
12	FI 12	Hot Mix Asphalt (Type A)	\$	-
13	FI 13	Class 2 Aggregate Base (Pavement Construction)(5)	\$	-
14	FI 14	Pavement Delineation (MMA)	\$	-
15	FI 15	Extra Demo, prep and new asphalt	\$	11,028.95
16	FI 16	Extra removal of dirt recompacting AB, Welding Pipe	\$	12,763.24
			Total Cost:	\$ 23,792.19

FI 04	Original Contract:	\$596,610.00	Change Order Totals:	\$ 23,792.19	New Contract Cost: Total	\$620,402.19
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By reason of the order the time of completion will be adjusted as follows: **Add No (0) Working Days**

Submitted by:	_____	Resident Engineer	Date:	_____
Approval Recommended:	_____	Project Manager	Date:	_____
Approved by:	_____	Director, Transportation	Date:	_____

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

Acceptance Date: 7/2/24 Contractor: JPB Designs, Inc.

By: Artyom Ponomarenko Title: President

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

 Chair, Board of Supervisors

CHANGE FOR:

FI 07

Increase/Decrease:

Justification:

Item 8

REQUEST:

CHANGE FOR:

FI 08

Increase/Decrease:

Justification:

Item 9

REQUEST:

CHANGE FOR:

FI 09

Increase/Decrease:

Justification:

Item 10

REQUEST

CHANGE FOR:

FI 10

Increase/Decrease:

Justification:

Item 11

REQUEST:

CHANGE FOR:

FI 11

Increase/Decrease:

Justification:

Item 12

REQUEST:

CHANGE FOR:

FI 12

Increase/Decrease:

Justification:



Item 13

REQUEST:

CHANGE FOR:

FI 13

Increase:

Justification:



Item 14

REQUEST:

CHANGE FOR:

FI 14

Increase:

Justification:



Item 15

REQUEST: Extra Demo, prep and new asphalt

CHANGE FOR:

FI 15

Increase:

\$11,028.95

Justification: Requested the contractor to extend the work area.



Item 16

REQUEST: Extra removal of dirt recompacting AB, Welding Pipe

CHANGE FOR:

FI 16

Increase:

\$12,763.24

Justification: Culvert pipe was detached and welded back together. Needed to go four feet below culvert per specs.



Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project

Bid No. 23-25

County Project No. 45401758

FINAL CONTRACT ITEM QUANTITY BALANCING

ITEM NO.	DESCRIPTION	BID ITEM QUANTITY	UNIT	UNIT PRICE	ORIGINAL CONTRACT VALUE	CHANGE IN ITEM QUANTITY	CHANGE IN ITEM QUANTITY DUE TO CCO	FINAL MEASURED ITEM QUANTITY	FINAL CONTRACT VALUE	CHANGE IN VALUE NOT DUE TO CCO	CHANGE IN VALUE DUE TO CCO
1	Mobilization, Demobilization & Final Cleanup	1.00	LS	\$70,000.00	\$70,000.00			1.00	\$70,000.00	\$0.00	\$0.00
2	Traffic Control System	1.00	LS	\$25,000.00	\$25,000.00			1.00	\$25,000.00	\$0.00	\$0.00
3	Stormwater Pollution Prevention Plan	1.00	LS	\$10,000.00	\$10,000.00			1.00	\$10,000.00	\$0.00	\$0.00
4	Temporary Barrier System	280.00	LF	\$120.00	\$33,600.00			280.00	\$33,600.00	\$0.00	\$0.00
5	Temporary Crash Cushion	4.00	EA	\$5,000.00	\$20,000.00			4.00	\$20,000.00	\$0.00	\$0.00
6	Temporary Silt Fence	240.00	LF	\$40.00	\$9,600.00			240.00	\$9,600.00	\$0.00	\$0.00
7	Roadway Excavation (1)	1819.00	CY	\$40.00	\$72,760.00			1819.00	\$72,760.00	\$0.00	\$0.00
8	Geosynthetic Reinforced Embankment (GRE) - Pioneer Vo	1710.00	CY	\$125.00	\$213,750.00			1710.00	\$213,750.00	\$0.00	\$0.00
9	Alternative Geosynthetic Reinforced Rockery (GRR)(3) or S	372.00	SQFT	\$150.00	\$55,800.00			372.00	\$55,800.00	\$0.00	\$0.00
10	Replace downdrain and regrade shoulder (5)	1.00	LS	\$20,000.00	\$20,000.00			1.00	\$20,000.00	\$0.00	\$0.00
11	Rolled erosion control matting	475.00	SQYD	\$40.00	\$19,000.00			475.00	\$19,000.00	\$0.00	\$0.00
12	Hot Mix Asphalt (Type A)	56.00	TON	\$450.00	\$25,200.00			56.00	\$25,200.00	\$0.00	\$0.00
13	Class 2 Aggregate Base (Pavement Construction)(5)	31.00	CY	\$300.00	\$9,300.00			31.00	\$9,300.00	\$0.00	\$0.00
14	Pavement Delineation (MMA)	840.00	1	\$15.00	\$12,600.00			840.00	\$12,600.00	\$0.00	\$0.00
15		0.00	0	\$0.00	\$0.00			0.00	\$0.00	\$0.00	\$0.00
16	Extra Demo, prep and new asphalt	0.00	0	\$0.00	\$11,028.95			0.00	\$11,028.95	\$0.00	\$0.00
17	Extra removal of dirt recompacting AB, Welding Pipe	0.00	0	\$0.00	\$12,763.24			0.00	\$12,763.24	\$0.00	\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
								0.00	\$0.00		\$0.00
					ORIGINAL CONTRACT VALUE: \$620,402.19				FINAL CONTRACT VALUE: \$620,402.19	\$0.00	\$0.00

\$620,402.19

Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project
Bid No. 23-25
County Project No. 45401758

CONTRACT ITEMS

Contractor: JPB Designs, Inc.

ITEM NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY (1)	UNIT PRICE (2)	EST FINAL \$ (1)X(2)=
1	Mobilization, Demobilization & Final Cleanup	LS	1.00	\$70,000.00	\$70,000.00
2	Traffic Control System	LS	1.00	\$25,000.00	\$25,000.00
3	Stormwater Pollution Prevention Plan	LS	1.00	\$10,000.00	\$10,000.00
4	Temporary Barrier System	LF	280.00	\$120.00	\$33,600.00
5	Temporary Crash Cushion	EA	4.00	\$5,000.00	\$20,000.00
6	Temporary Silt Fence	LF	240.00	\$40.00	\$9,600.00
7	Roadway Excavation (1)	CY	1819.00	\$40.00	\$72,760.00
8	Geosynthetic Reinforced Embankment (GRE) - Pioneer Volcano Rd (2)	CY	1710.00	\$125.00	\$213,750.00
9	Alternative Geosynthetic Reinforced Rockery (GRR)(3) or Soil (GRS) Wall(4)	SQFT	372.00	\$150.00	\$55,800.00
10	Replace downdrain and regrade shoulder (5)	LS	1.00	\$20,000.00	\$20,000.00
11	Rolled erosion control matting	SQYD	475.00	\$40.00	\$19,000.00
12	Hot Mix Asphalt (Type A)	TON	56.00	\$450.00	\$25,200.00
13	Class 2 Aggregate Base (Pavement Construction)(5)	CY	31.00	\$300.00	\$9,300.00
14	Pavement Delineation (MMA)	LF	840.00	\$15.00	\$12,600.00
					\$0.00
					\$0.00
					\$0.00

CONTRACT ITEMS Total	\$596,610.00
Awarded Amount	\$ 596,610.00

Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project
Bid No. 23-25
County Project No. 45401758

PERIOD ENDING **11/28/2023**

Contractor: JPB Designs, Inc.

ITEM NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY	QUANTITY TO DATE (1)	DELTA PERCENT	UNIT PRICE (2)	OVER/(UNDER) PAYMENT	TOTAL COST TO DATE (1)X(2)=
1	Mobilization, Demobilization & Final Cleanup	LS	1.00	1.00	0.00%	\$70,000.00	\$0.00	\$70,000.00
2	Traffic Control System	LS	1.00	1.00	0.00%	\$25,000.00	\$0.00	\$25,000.00
3	Stormwater Pollution Prevention Plan	LS	1.00	1.00	0.0%	\$10,000.00	\$0.00	\$10,000.00
4	Temporary Barrier System	LF	280.00	280.00	0.0%	\$120.00	\$0.00	\$33,600.00
5	Temporary Crash Cushion	EA	4.00	4.00	0.0%	\$5,000.00	\$0.00	\$20,000.00
6	Temporary Silt Fence	LF	240.00	240.00	0.0%	\$40.00	\$0.00	\$9,600.00
7	Roadway Excavation (1)	CY	1819.00	1819.00	0.0%	\$40.00	\$0.00	\$72,760.00
8	Geosynthetic Reinforced Embankment (GRE) - Pioneer Volcano Rd (2)	CY	1710.00	1710.00	0.0%	\$125.00	\$0.00	\$213,750.00
9	Alternative Geosynthetic Reinforced Rockery (GRR)	SQFT	372.00	372.00	0.0%	\$150.00	\$0.00	\$55,800.00
10	Replace downdrain and regrade shoulder (5)	LS	1.00	1.00	0.0%	\$20,000.00	\$0.00	\$20,000.00
11	Rolled erosion control matting	SQYD	475.00	475.00	0.0%	\$40.00	\$0.00	\$19,000.00
12	Hot Mix Asphalt (Type A)	TON	56.00	56.00	0.0%	\$450.00	\$0.00	\$25,200.00
13	Class 2 Aggregate Base (Pavement Construction)(5)	CY	31.00	31.00	0.0%	\$300.00	\$0.00	\$9,300.00
14	Pavement Delineation (MMA)	LF	840.00	840.00	0.0%	\$15.00	\$0.00	\$12,600.00
15	0	0	0.00	0.00	#DIV/0!	\$0.00	\$0.00	\$0.00
16	0	0	0.00	0.00	#DIV/0!	\$0.00	\$0.00	\$0.00
17	0	0	0.00	0.00	#DIV/0!	\$0.00	\$0.00	\$0.00

ITEM SUBTOTAL \$596,610.00

CCO's	AUTHORIZED WORK CHANGE	METHOD/UNIT	QUANTITY	% TO DATE	% Δ	UNIT PRICE	OVER/(UNDER)	TO DATE
1	Extra Demo, prep and new asphalt			100%	100.0%			\$11,028.95
2	Extra removal of dirt recompacting AB, Welding Pipe			100%	100.0%			\$12,763.24
3				100%	100.0%			\$0.00
				100%	100.0%			\$0.00
				100%	100.0%			\$0.00
				100%	100.0%			\$0.00
				100%	100.0%			\$0.00
				100%	100.0%			\$0.00

\$23,792.19

DEDUCTIONS	METHOD/UNIT	QUANTITY	% TO DATE	% Δ	UNIT PRICE	OVER/(UNDER)	TO DATE
			0.00	0.0%			\$0.00
			0.00	0.0%			\$0.00
			0.00	0.0%			\$0.00

DEDUCTION SUBTOTAL \$0.00

Total Over/(Under) Payment \$0.00

TOTAL CONTRACT ITEM COSTS TO DATE	\$	596,610.00
AUTHORIZED EXTRA WORK TO DATE	\$	23,792.19
DEDUCTIONS TO DATE	\$	-
SUBTOTAL		\$620,402.19
5% RETENTION TO DATE	\$	(31,020.11)
PAYMENT TO DATE	\$	589,382.08
CONTRACT ALLOTMENT	\$	596,610.00
REMAINING BALANCE		\$31,020.11
PERCENT COMPLETE		94.80%

APPLICATION AND CERTIFICATE FOR PAYMENT

Amador County
Dept of Transportation and Public Works

PROJECT: Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44

Page 1 of 2 Pages

Slope Repair

Application No. 2

Distribution to:

From Contractor: JPB Designs Inc.
Name: JPB Designs Inc.
Address: 5650 Main Ave, Suite 2
Orangevale, Ca, 95662
Project No: BID# 23-25

ARCHITECT:

PO No: _____

CONTRACT DATE

- CONTRACTOR
 INSPECTOR
 CONST. MANAGER
 ARCHITECT
 OWNER

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY:	
Change Orders approved in Previous months by Owner	ADDITIONS: DEDUCTIONS:
TOTAL:	23792.19
Approved this Month	
Number	Date Approved
Totals 23,792.19	
Net change by Change Orders 23,792.19	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

BY:  DATE: 28-Jun-24

INSPECTOR:

BY: _____ DATE: _____

CONSTRUCTION MANAGER:

BY: _____ DATE: _____

OWNER: Amador County

BY: _____ DATE: _____

Application is made for Payments as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM ... \$ 596,610.00
 2. Net change by Change Orders \$ 23,792.19
 3. CONTRACT SUM TO DATE \$ 620,402.19
 4. TOTAL COMPLETED & STORED TO DATE. \$ 620,402.19
- (Column G on Schedule of Values Sheet)
5. RETAINAGE: a. 5% of Completed Work \$ _____ b. (Column E + F on Schedule of Values Sheet) % of Stored Material \$ _____
- (Column G on Schedule of Values Sheet)
Total Retainage (Line 5a + 5b or Total in Column K of Schedule of Values Sheet)
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 620,402.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from PRIOR Certificate) \$ 589,382.08
8. CURRENT PAYMENT DUE \$ 31,020.11
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 0.00
- (Line 3 less Line 6)

AMOUNT CERTIFIED

NOTE: BELOW THIS LINE TO BE FILLED OUT BY AUTHORIZED PERSONS ONLY

Attach explanation if amount certified differs from the amount applied for) \$ **\$31,020.11**

ARCHITECT: _____ DATE: _____ Can be overridden by Architect

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate for Payment containing Contractor's signed Certification, is attached in tabulation below, amount are stated to the nearest dollar. Use Column K on contracts where variable retainage for line items may apply.

Application No. 2
 Application Date: 28-Jun-24
 Period to: 30-Jun-24
 Architects Project Number: BID# 23-25

B #	C Description of Work	QTY EST.	Unit	UNIT COST	D Scheduled Value	E Work Completed		G Stored Materials	H Completed and Stored		I % Complete	J Balance to Finish	K Retainage
						Previously	This Period		Stored	Stored			
1	Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair												
2	Mobilization, Demobilization & Final Cleanup	1	LS	70,000.00	70,000.00	-	70,000.00	-	70,000.00	100%	-	-	3,500.00
3	Traffic Control System	1	LS	25,000.00	25,000.00	-	25,000.00	-	25,000.00	100%	-	-	1,250.00
4	Prepare Stormwater Pollution Prevention Plan	1	LS	10,000.00	10,000.00	-	10,000.00	-	10,000.00	100%	-	-	500.00
5	Temporary Barrier System	280	LF	120.00	33,600.00	-	33,600.00	-	33,600.00	100%	-	-	1,680.00
6	Temporary Crash Cushion	4	EA	5,000.00	20,000.00	-	20,000.00	-	20,000.00	100%	-	-	1,000.00
7	Temporary Silt Fence	240	LF	40.00	9,600.00	-	9,600.00	-	9,600.00	100%	-	-	480.00
8	Roadway Excavation	1,819	CY	40.00	72,760.00	-	72,760.00	-	72,760.00	100%	-	-	3,638.00
9	Geosynthetic Reinforced Embankment (GRE) - Pioneer Road	1,710	CY	125	213,750.00	-	213,750.00	-	213,750.00	100%	-	-	10,687.50
10	Alternative Geosynthetic Reinforced Rockery	372	SOFT	150	55,800.00	-	55,800.00	-	55,800.00	100%	-	-	2,790.00
11	Replace downdrain and regrade shoulder	1	LS	20,000.00	20,000.00	-	20,000.00	-	20,000.00	100%	-	-	1,000.00
12	Rolled erosion control matting	475	SOYD	40	19,000.00	-	19,000.00	-	19,000.00	100%	-	-	950.00
13	Hot Mix Asphalt (Type A)	56	TON	450	25,200.00	-	25,200.00	-	25,200.00	100%	-	-	1,260.00
14	Class 2 Aggregate Base (Pavement Construction)	31	CY	300	9,300.00	-	9,300.00	-	9,300.00	100%	-	-	465.00
15	Pavement Delineation (MMA)	840	LF	15	12,600.00	-	12,600.00	-	12,600.00	100%	-	-	630.00
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	Original Contract:				\$596,610.00		\$596,610.00	\$0.00	\$596,610.00			\$0.00	\$29,830.50
	Change Order 01				11,028.95		11,028.95		11,028.95	100%			551.45
	Change Order 02				12,763.24		12,763.24		12,763.24	100%			638.16
1													
2													
3													
4													
5													
Change Order Totals					23,792.19		23,792.19	\$0.00	23,792.19			\$0.00	1,189.61
New Contract Totals					\$620,402.19		\$620,402.19	\$0.00	\$620,402.19			\$0.00	\$31,020.11

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT

Identifying Information

Name of Claimant: JPB Designs Inc.
Name of Customer: Amador County
Job Location: Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair
Project: Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair
Through Date: 30-Jun-24

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Amador County
Amount of Check: \$31,020.11
Check Payable to: JPB Designs Inc.

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: 

Claimant's Title: President

Date: 28-Jun-24

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED

Identifying Information

Name of Claimant: JPB Designs Inc.
Name of Customer: Amador County
Job Location: Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair
Project: Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair
Through Date: 31-May-24



Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

Payment Amount: \$589,382.08

Exceptions

- This document does not affect any of the following:
- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Claimant's Signature: _____

Claimant's Title: President _____

Date: 28-Jun-24 _____