

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Parks And Recreation

BOARD AGENDA #: \*B-5

AGENDA DATE: April 26, 2016

**SUBJECT:**

Approval of an Amendment to the Harvesting Agreement with Stueve's Certified Organic Dairy for the Harvesting of Grass and Hay from Woodward Reservoir Regional Park for Fire Prevention Purposes

**BOARD ACTION AS FOLLOWS:**

No. 2016-204

On motion of Supervisor Chiesa , Seconded by Supervisor Withrow  
and approved by the following vote.

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended


2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Parks And Recreation

BOARD AGENDA #: \*B-5

Urgent

Routine

AGENDA DATE: April 26, 2016

CEO CONCURRENCE: *pht*

4/5 Vote Required: Yes  No

**SUBJECT:**

Approval of an Amendment to the Harvesting Agreement with Stueve's Certified Organic Dairy for the Harvesting of Grass and Hay from Woodward Reservoir Regional Park for Fire Prevention Purposes

**STAFF RECOMMENDATIONS:**

1. Approve Amendment No. 1 to the Harvesting Agreement with Stueve's Certified Organic Dairy for the harvesting of grass and hay of approximately 1,350 acres of land at Woodward Reservoir Regional Park.
2. Authorize the Director of the Department of Parks and Recreation, or designee, to sign the amendment.

**DISCUSSION:**

Stanislaus County owns Woodward Reservoir Regional Park, located at 14528 26 Mile Road, near the City of Oakdale. The Reservoir consists of 3,500 acres, approximately 2,150 acres for outdoor recreational activities, and approximately 1,350 acres of parkland filled with grass and hay. During the late spring and summer, this grass and hay dries and becomes an extreme fire hazard. The standard past practice for addressing this fire hazard was for Department staff to cut the grass creating firebreaks along the perimeter of the property and campgrounds.

In 2010, as a test, volunteers harvested portions of this grass and hay to reduce the number of staff hours needed to cut firebreaks and determine if harvesting on this rocky, uneven ground was possible. In 2011, a contract for harvesting of grass and hay was issued to Melvin Wheeler which generated \$10,143 in revenue. The Department communicated the need to pursue fire control efforts by the harvesting of parklands at Woodward Reservoir Regional Park to the Reservoir's neighbor, the South San Joaquin Irrigation District, and no concerns with this proposal were raised.

On April 19, 2012, a five-year Harvesting Agreement was entered into with Stueve's Certified Organic Dairy and Stanislaus County Parks. The termination date in the Agreement was cited as June 15, 2016, and was incorrect due to typographical oversight. The correct termination date should have been cited as June 15, 2017. The County and Stueve's Certified Organic Dairy wish to correct the termination date to accurately reflect the correct five-year term. In Section 2 of the Agreement, the first paragraph is amended to read as follows: "The term of this Agreement shall be for five years. Commencing on the date of award and ending on June

Approval of an Amendment to the Harvesting Agreement with Stueve's Certified Organic Dairy for the Harvesting of Grass and Hay from Woodward Reservoir Regional Park for Fire Prevention Purposes

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15, 2017, unless sooner terminated as provided below." Except as provided in this Amendment, all other terms and conditions of the Lease remain unchanged.

**POLICY ISSUE:**

The Board of Supervisor's approval is necessary to amend the lease of county-owned property according to Stanislaus County Code 4.24.010 and 4.24.020 Lease of Real Property, pursuant to the provisions of California Government Code Section 25526 – 25537.

**FISCAL IMPACT:**

There is no fiscal impact associated with this amendment to correct a typographical error. The agreement states that Stueve's Dairy agrees to pay the County \$17 per ton annually for harvested grass and hay from parklands at Woodward Reservoir Regional Park. Actual revenue will depend on the tonnage of grass and hay harvested. Estimated revenue of \$5,000 annually is included annually in the Parks and Recreation operating budget.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended action supports the Board's priorities of a Strong Local Economy and a Well Planned Infrastructure System by promoting attractive and well-cared for regional recreational facilities.

**STAFFING IMPACT:**

Existing staff will oversee the harvesting agreement.

**CONTACT PERSON:**

Jami Aggers, Director of Parks and Recreation                      Telephone: 209-525-6770

**ATTACHMENT(S):**

1. Attachment A – Amendment No. 1 "Harvesting Agreement" AO121511



**Department of Parks and Recreation**  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 1  
TO  
HARVESTING AGREEMENT**

This Amendment No. 1 to the Harvesting Agreement ("Amendment No. 1") by and between the County of Stanislaus ("County") and Stueve's Certified Organic Dairy ("Harvester") is made and entered into on April 26, 2016.

Whereas, the County and Harvester entered into that Harvesting Agreement dated April 19, 2012 ("the Agreement"); and

Whereas, the term stated in the Agreement is five (5) years; and

Whereas, the termination date cited in the Agreement was incorrect due to typographical oversight; and

Whereas, the County and Harvester wish to correct the termination date to accurately reflect the stated five (5) year term; and

Whereas, this amendment is for the mutual benefit of County and Harvester;

Now, therefore, the County and Harvester agree as follows:

1. Section 2 of the Agreement, the first paragraph is amended to read as follows:

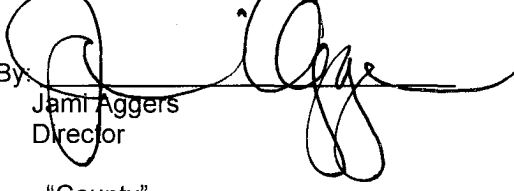
"The term of this Agreement shall be for five (5) years. Commencing on the date of award and ending on June 15, 2017, unless sooner terminated as provided below."

2. Except as provided in this Amendment, all other terms and conditions of the Harvesting Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first written above.


[Signatures appear on next page]

**COUNTY OF STANISLAUS**  
Department of Environmental Resources

By:  \_\_\_\_\_  
Jami Aggers  
Director

"County"

**STUEVE'S CERTIFIED ORGANIC DAIRY**

  
\_\_\_\_\_  
Guy Stueve  
Partner, Owner

"Harvester"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:  \_\_\_\_\_  
Amanda DeHart  
Deputy County Counsel