

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

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

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

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

**REGULAR MEETING AGENDA**

**DATE:** Tuesday, May 28, 2019  
**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, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. Employee Organization: All Units  
Suggested Action: Discussion and possible action.

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

- 2.a. Buena Vista Rancheria  
Suggested Action: Discussion and possible action relative to the initiation of litigation (Government Code 54956.9(d)(4))

**3. CONFIDENTIAL MINUTES:**

- 3.a. Confidential Minutes: Review and possible approval of the April 23, and May 14, 2019 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 (#5) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

**4. REGULAR AGENDA:**

- 4.a. Discussion and possible action relative to the proposed 2019/2020 budget for UCCE (University of California Cooperative Extension - 6310)  
Suggested Action: Direct staff to include any desired changes and to include such changes in the Recommended Budget
- 4.b. Discussion and possible action relative to the TOT taxes anticipated to be collected in FY 19/20 and the allocation of those funds in consideration of Measure Q, which was approved in 2012.  
Suggested Action: Pleasure of the Board
- 4.c. General Services Administration: Economic Development and a Comprehensive Economic Development Strategy (CEDS) Study  
Suggested Action: Discussion and possible action regarding whether or not to pursue economic development grant opportunities to complete a CEDS and; where funding would come from should the County be awarded a grant.
- 4.d. Community Development Agency: Discussion and possible action relative to Harrah's NorCal Casino Guide Signs on State Route 88.  
Suggested Action: 1. Direction to staff.
- 4.e. Minutes: Review and possible approval of the May 14, 2019 Board of Supervisors Meeting Minutes.  
Suggested Action: Approval

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

- 5.a. Administration: New Budget 1120 for FY18-19 Economic Development Department of \$5,687.00; and budget transfer from Contingencies of \$5,687.00 to fund FY18-19 expenditures  
Suggested Action: Approve the new Economic Development Department budget and approve budget transfer from contingencies

- 5.b. General Services Administration: Budget Transfer Request to Increase to Motor Pool Replacement Fund Budget by \$13,591.31 from the Motor Pool Fund to purchase an unbudgeted fixed asset being one (1) 2020 Ford Explorer, in the amount not to exceed \$40,261.31 to Downtown Ford, utilizing the State of California CMAS contract 1-18-23-23A. This will not have an impact on the General Fund  
Suggested Action: Approve Budget Transfer and Authorize the Purchasing Agent to facilitate purchase.
- 5.c. Probation: Budget Increase Request for Budget #2350-47890 and expenditure lines 2350-52800 and 2350-50100 for the Litter Abatement Program. The request has a net zero effect to the General Fund.  
Suggested Action: Approve increase
- 5.d. Board of Supervisors: Resolution honoring Sheila K. Vinson for her many years of service on the Behavioral Health Advisory Board.  
Suggested Action: Adopt Resolution
- 5.e. Sheriff's Office: Resolution authorizing the County to apply for and accept, if awarded, for FY 19/20 the Boating and Safety Enforcement Financial Aid Program Funding from the California Department of Parks and Recreation, Division of Boating and Waterways in the anticipated amount of \$104, 136.00, and authorization to participate in the program.  
Suggested Action: Approve Resolution
- 5.f. Surveying: Resolution of Intent to Vacate and Set Public Hearing date for a Certificate of Merger and abandonment of a ten-foot (10') wide public utility easement for Carlos A. Roa and Carlos S. Roa, Jr. The property is located southwesterly of the intersection of Village Drive with Duck Creek Road, in the Lake Camanche Village area. Assessor Parcel No.'s 003-511-001 and 003-511-002.  
Suggested Action: Adopt the Resolution and set the Public Hearing date.
- 5.g. Behavioral Health: Agreement with California Locums, P.C. to provide temporary psychiatric services to Medi-Cal beneficiaries.  
Suggested Action: Approve agreement
- 5.h. General Services Administration: Assignment and Assumption of Ground Lease Hangar #97  
Suggested Action: Approve the Assignment and Assumption of Lease between the County and Ronald V. Hartje and Sheila Fay Hughes-Hartje.
- 5.i. General Services Administration: Resolution and CAL FIRE's Cooperative Fire Programs Protection Reimbursement Agreement for a three (3) year term  
Suggested Action: Approve the CAL FIRE Agreement and Resolution.
- 5.j. Human Resources: Side letter agreement with Probation Officer's Association extending the agreement through September 30, 2020.  
Suggested Action: Approve the side letter agreement
- 5.k. Human Resources: Side letter agreement for Sheriff's Office Association extending the contract through September 30, 2020.  
Suggested Action: Approve the side letter agreement
- 5.l. Human Resources: Side letter agreement with Amador County Deputy District Attorney Association extending the contract through September 30, 2020.  
Suggested Action: Approve the side letter agreement

- 5.m. Sheriff's Office: Approval of an agreement with Gregg Tawney, D-Tac K9 Detection and Tactics, for K9 training services for the Amador County Sheriff's Office canines and canine handlers (Deputies).  
Suggested Action: Approval of agreement
- 5.n. Social Services: Authorization to Back-fill one Employment and Training Worker I position to replace an employee who has accepted another position in the Department of Social Services effective May 16, 2019. This is a Merit System position and their standards and guidelines must be followed  
Suggested Action: Authorize the suggested action
- 5.o. Behavioral Health Advisory Board: Appointment of Steve Christensen to the subject board for a term of three years.  
Suggested Action: Approve Appointment
- 5.p. California School Cash Reserve Program-2019-2020 Pool Bonds/Certificates of Participation. The County has the option to issue TRANs (Temporary Revenue Anticipation Notes) on behalf of the School District if it so chooses. 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 issues TRANs.  
Suggested Action: Decline to issue TRANs on behalf of the School District, which will allow the School Board to secure its own short term financing, potentially through this program.
- 5.q. Public Works: Plans and Specifications for ITB 19-09 Pioneer Creek Road Storm Damage Repair Project are on file in the Department of Transportation and Public Works. Request to advertise and receive Bids on July 2, 2019 and authorize the Director of Public Works to record Notice of Completion when project is finished.  
Suggested Action: Approve project plans and specifications, advertisement and bid schedule, and authorization for Notice of Completion.

**ADJOURNMENT: UNTIL TUESDAY, JUNE 11, 2019 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: May 28, 2019

## **SUBJECT**

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. Employee Organization: All Units

## **Recommendation:**

Discussion and possible action.

## **4/5 vote required:**

No

## **Distribution Instructions:**

N/A

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: May 28, 2019

## **SUBJECT**

Buena Vista Rancheria

## **Recommendation:**

Discussion and possible action relative to the initiation of litigation (Government Code 54956.9(d)(4))

## **4/5 vote required:**

No

## **Distribution Instructions:**

County Counsel

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 28, 2019

## **SUBJECT**

Confidential Minutes: Review and possible approval of the April 23, and May 14, 2019 Confidential Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 28, 2019

## **SUBJECT**

Discussion and possible action relative to the proposed 2019/2020 budget for UCCE (University of California Cooperative Extension - 6310)

## **Recommendation:**

Direct staff to include any desired changes and to include such changes in the Recommended Budget

## **4/5 vote required:**

No

## **Distribution Instructions:**

Budget Director, Auditor

## **ATTACHMENTS**

- [FY19-20 6310 Requested.pdf](#)

COUNTY OF AMADOR  
 Financing Uses Detail by Budget Unit  
 Fiscal Year 2019-2020

State Controller Schedules  
 County Budget Act

Budget Unit: 6310 Cooperative Extension  
 Function: Education  
 Activity: Agricultural Education

FINANCING USES CLASSIFICATION	ACTUAL 2016-2017	ACTUAL 2017-2018	ADOPTED 2018-2019	BASE 2019-2020	CHANGES 2019-2020	REQUESTED 2019-2020
SERVICES AND SUPPLIES						
52211 G.S.A. DEPT. COST ALLOCATION	2,472.00	2,783.00	4,543.00	6,259.00	0.00	6,259.00
52300 PROFESSIONAL/SPECIALIZED SERVICES	118,498.00	118,498.00	118,498.00	118,498.00	16,881.00	135,379.00
53000 UTILITIES	86.76	130.56	0.00	0.00	0.00	0.00
TOTAL SERVICES AND SUPPLIES	121,056.76	121,411.56	123,041.00	124,757.00	16,881.00	141,638.00
TOTAL - COOPERATIVE EXTENSION	121,056.76	121,411.56	123,041.00	124,757.00	16,881.00	141,638.00
58900 A87 - COUNTYWIDE COST ALLOC PLAN	6,362.00	7,960.00	7,995.00	7,538.00	0.00	7,538.00
GRAND TOTAL - COOPERATIVE EXTENSION	127,418.76	129,371.56	131,036.00	132,295.00	16,881.00	149,176.00

State Controller Schedules  
County Budget Act

COUNTY OF AMADOR  
Financing Sources Detail by Budget Unit  
Fiscal Year 2019-2020

Budget Unit: 6310 Cooperative Extension  
Function: Education  
Activity: Agricultural Education

Revenue	ACTUAL 2016-2017	ACTUAL 2017-2018	ADOPTED 2018-2019	BASE 2019-2020	CHANGES 2019-2020	REQUESTED 2019-2020
47890 Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>127,418.76</b>	<b>129,371.56</b>	<b>131,036.00</b>	<b>132,295.00</b>	<b>16,881.00</b>	<b>149,176.00</b>
<b>Requested Contribution</b>	<b>127,332.00</b>	<b>129,241.00</b>	<b>131,036.00</b>	<b>132,295.00</b>	<b>16,881.00</b>	<b>149,176.00</b>
General Fund Contribution	127,418.76	129,371.56	131,036.00	132,295.00	16,881.00	132,295.00
<b>DEPARTMENT REDUCTION</b>						<b>(16,881.00)</b>

**Department Notes for Budget Unit: 6310**

Please provide comments in the space provided below. You may also attach additional documentation. If additional documentation is provided, please ensure to put Budget Name and Unit number at the top. Thank you.

Expenses:  Requesting additional increase of \$5K for .1 FTE administrative/program support staff. FY2011/12 cut budget and eliminated .5FTE admin support. Utilizing other staff to aid, but we need more some support. Just received approval for .1FTE in our Cal Fresh grant for admin support in Amador. Leveraging support would result in a 40% position.

Requesting \$5,115 to cover increased costs to salary and benefits for staff in Amador. \*

Requesting costs for half of .15 FTE (\$4,766) to cover shortfall in the 4-H program, currently funded by the State.

Requesting \$2K per county to support of new advisor (travel, increased operational costs, phones, computer, office supplies)

Revenue:

Fixed Assets:

Other Comments:

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 28, 2019

## **SUBJECT**

Discussion and possible action relative to the TOT taxes anticipated to be collected in FY 19/20 and the allocation of those funds in consideration of Measure Q, which was approved in 2012.

## **Recommendation:**

Pleasure of the Board

## **4/5 vote required:**

No

## **Distribution Instructions:**

Auditor, Budget Director

## **ATTACHMENTS**

- [Measure Q Ballot/Statements](#)
- [FY19-20 1910 Promotions Budget](#)
- [FY19-20 11000 General Fund Revenue](#)



STATEMENT OF CANDIDATE FOR  
UNITED STATES REPRESENTATIVE, 4TH DISTRICT

**TOM MCCLINTOCK**

**Occupation:** United States Representative

**Education and Qualifications:** If more spending, borrowing and bureaucrats produces prosperity, our economy should be booming by now. The reality is that no nation has ever taxed, spent and borrowed its way to prosperity, yet some would take us still further down this road to debt, doubt and despair.

You sent me to Washington to fight for common-sense solutions to relieve hardworking Americans from the stifling burdens of government bureaucracies and unleash the potential of the American people. I've done my best to be worthy of your trust.

But this time, something more precious than even our economy is at stake.

America's prosperity and greatness spring from uniquely American principles of individual freedom and constitutionally limited government. America's Founders created a voluntary society where people are free to make their own choices, enjoy the fruit of their own labors, take responsibility for their own decisions and lead their own lives with a minimum of governmental interference and intrusion.

Today, a very different vision competes for our future: that of a compulsory society, where our fundamental rights are subordinated to the mandates of government bureaucrats, where innocent taxpayers are forced to bail out the bad decisions of others and where consumers are compelled to purchase the products or underwrite the losses of politically connected companies.

This election may well decide which society we leave our children and grandchildren.

I stand with America's Founders.

If you would like to join my campaign at [www.helpptom.com](http://www.helpptom.com), I would be honored to have your support.

STATEMENT OF CANDIDATE FOR  
UNITED STATES REPRESENTATIVE, 4TH DISTRICT

**JACK UPPAL**

**AGE: 58**

**Occupation:** Retired Engineer and Business Executive

**Education and Qualifications:** You face a historic decision this election. The future of our government itself is at stake. Do you want to keep government protections for you and your family? Or, do you want limited government where big money writes legislation that favors only them?

Limited government is more than cutting wasteful spending and excessive regulation - we all favor that. Limited government would also eliminate essential government protections.

Make no mistake - big money in politics would like nothing more than to boost profits by removing safeguards from our food, water, and medicines. They would recklessly exploit our natural resources, jeopardize social security, and replace medicare with inadequate vouchers if they could. Limited government enables that. I will never limit government's ability to provide for your basic security.

My campaign is financed by individual donations. If elected, I will push for campaign finance reform and reduce the influence of big money.

My education and background is what Congress needs today - I have a Ph.D. in Chemistry from M.I.T. I directed annual spending budgets of more than one billion dollars for Intel Corporation. We need someone with these skills and expertise to craft bi-partisan, common sense legislation to fix our economy and get Americans back to work.

As your representative, I will cut unnecessary spending, bring jobs back to our district, rebuild our crumbling infrastructure, and invest in science and technology programs for our future.

I ask for your vote to represent your best interests in Congress.

Please visit us at [www.JackUppal.com](http://www.JackUppal.com).

IMPARTIAL ANALYSIS OF MEASURE Q  
"INCREASE THE HOTEL TAX TO  
TEN PERCENT (10%) WITHIN COUNTY"

The Amador County Board of Supervisors proposes to increase the transient occupancy tax, which is often referred to as a "hotel tax," from 6% to 10% within the unincorporated areas of the County in order to be consistent with the 10% hotel tax imposed by the cities of Jackson, Sutter Creek and Lone. This tax is primarily paid by visitors to Amador County and applies only to stays of 30 days or less. The hotel guest pays the tax and the hotel operator collects the tax and regularly sends the funds to the County.

The hotel tax in the unincorporated County has been 6% since before 1978. The cities of Jackson, Sutter Creek and Lone are currently collecting a 10% hotel tax. Amador County Code Section 3.16.020 defines a "hotel" as "any structure, or any portion of a structure, which is occupied or designated for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, bed-and-breakfast house, motel, studio, hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof."

This hotel tax increase will be effective only if Measure Q is approved by a majority of the qualified voters. If approved by the voters, the increased hotel tax will become effective on December 1, 2012.

Measure Q is a general tax, which means that the proceeds received from the tax can be placed in the general fund for expenditure in accordance with the adopted County budget. The additional revenue generated could fund general services, including parks, law enforcement services, and maintenance of roads and other public property, as determined by the Board of Supervisors. However, historically, most of the funds raised by this hotel tax have been used for tourism promotion in the County. This hotel tax will be permanent. It will be collected until it is repealed by the voters.

A "yes" vote on Measure Q is a vote to approve and authorize an increase in the existing hotel tax from 6% to 10% to a level consistent with the cities of Jackson, Sutter Creek, and Lone.

A "no" vote on Measure Q would not increase the hotel tax, leaving the hotel tax at its current 6%.

s/ Gregory G. Gillott, County Counsel

**The above statement is an impartial analysis of Measure Q. If you desire a copy of the ordinance or measure, please call the elections official's office at (209) 223-6465 and a copy will be mailed at no cost to you. You may also access the full text of the measure on the county Web site at the following Web site address: [www.amadorgov.org/Elections](http://www.amadorgov.org/Elections).**

FISCAL ANALYSIS BY COUNTY AUDITOR-CONTROLLER  
MEASURE Q

An increase from 6% to 10% of the Transient Occupancy Tax if approved by the voters on November 6<sup>th</sup>, 2012 will raise approximately \$64,300 additional Transient Room Occupancy tax revenue for the fiscal year.

s/ Eugene J. Lowe, Auditor-Controller

ARGUMENT IN FAVOR OF MEASURE Q

Measure Q is a true "win-win" proposition for everyone in Amador County. Measure Q will generate approximately \$64,000.00 annually by increasing the "Tourist Occupancy Tax" (TOT) from 6% to 10%. Visitors pay the "tourist occupancy tax" when they stay in hotels and inns.

The new money **paid by tourists, not local taxpayers**, will go into the general fund of Amador County. It is anticipated that the additional monies go to Tourism Promotion.

Will increasing the TOT decrease in visitations to the County? No! The 10% rate proposed equals the statewide average and brings the county rate in line with the majority of cities in Amador County as well as neighboring counties.

**Tourism is one of our most important economic forces and prime sources of jobs.** Over 10% of Amador County jobs depend on tourism. Tourists spend millions of dollars each year that sustain many local businesses. The TOT increase will generate additional jobs. This in turn generates more tax dollars to fund essential local government jobs and services.

**Measure Q promotes Amador County and generates jobs.** That is why Measure Q is supported by the Amador Council of Tourism, Bed and Breakfast Inns of Amador County, Amador County Chamber of Commerce, Amador County Business Council and many others.

s/ Tracey Towner, President,  
Amador Council of Tourism

s/ Tracey Berkner, Owner,  
Volcano Union Inn & Taste Restaurant

s/ Jim Gullett, Owner,  
Vino Noceto

s/ Mark Borchin, President,  
Amador County Chamber of Commerce

s/ Anne Platt, President,  
Amador County Business Council

NO ARGUMENT AGAINST THIS MEASURE  
WAS SUBMITTED

STATEMENT OF CANDIDATE FOR  
MEMBER OF THE STATE ASSEMBLY, 5TH DISTRICT

**FRANK BIGELOW**

**AGE: 58**

**Occupation:** Rancher/Businessman

**Education and Qualifications:** State government is broken and too many of our neighbors remain out of work.

At a time when the politicians are cutting education, releasing prisoners into our community, stealing millions from the Mortgage Settlement Fund, they vote to spend billions on projects that only benefit San Francisco and Los Angeles.

We read about billions of tax dollars unaccounted for and yet Sacramento wants to raise our taxes.

As a 4th generation cattle rancher and volunteer firefighter I'm committed to defend our mountain communities and protect our way of life. I'm honored that Supervisors Richard Forster, John Plasse, Ted Novelli and Louis Boitano are standing with me and my plan to get our economy moving again.

My plan to restore our economy focuses on creating new jobs and protecting the jobs we do have from being outsourced to countries like China. We'll create those jobs by removing regulations that have killed our economy and killed jobs.

I'll fight higher taxes because too many working families struggle to make ends meet and instead I'll fight to make government more accountable.

I'll fight to eliminate Boards and Commissions that provide nothing more than soft landings for politicians to make \$100,000 yet only meet once or twice a month. I'll fight for welfare reform that restores work requirements and saves money.

I'll work to ensure our education dollars stay in the classroom to provide our children have the education they deserve.

Together, we'll put people back to work and put Amador County first.

[FrankBigelow.com](http://FrankBigelow.com)

STATEMENT OF CANDIDATE FOR  
MEMBER OF THE STATE ASSEMBLY, 5TH DISTRICT

**THOMAS "RICO" OLLER**

**AGE: 54**

**Occupation:** Business Owner/Rancher

**Education and Qualifications:** As a business owner and rancher, I have created good-paying jobs for our neighbors and I know how to improve California's economy. Send me to the State Assembly and I'll fight to fix a business climate that ranks last in the nation.

I'll encourage tax incentives for small businesses that hire new workers and push to simplify the tax code to focus employers on job creation. I will also work to eliminate job-killing regulations.

Investing in schools and protecting education funding is critical to California's future. We need to keep class sizes small and demand accountability so our children receive the education they deserve.

I opposed the \$68 billion high-speed rail boondoggle from the start because it wastes tax dollars and takes funding from our schools.

To stop the legislature's irresponsible spending, I will work to reduce the influence of special interests on the budget and demand independent audits to fight fraud and corruption. I'll also fight to save millions by capping the maximum pension a retired state employee can receive.

As your voice in state government I will promote tourism in Amador County. I will oppose job-killing tax hikes, put the focus on economic growth, shine a spotlight on politicians who use government to enrich themselves, and work across party lines to ensure schools are properly funded.

The Howard Jarvis Taxpayers Association and the National Federation of Independent Business support my campaign to revive Amador County's economy and cut government waste.

I hope you will too.

[www.ricooller.com](http://www.ricooller.com)



**OFFICIAL BALLOT - CONSOLIDATED GENERAL ELECTION  
4TH CONGRESSIONAL - 8TH SENATORIAL - 5TH ASSEMBLY DISTRICTS  
AMADOR COUNTY, TUESDAY, NOVEMBER 6, 2012**

E	E	F	F
County of Amador	State of California	Tuesday, November 6, 2012	
<b>STATE</b>	<b>STATE</b>	<b>COUNTY</b>	<b>COUNTY</b>
<b>PROPOSITION 33</b>	<b>PROPOSITION 37</b>	<b>MEASURE Q</b>	
<p><b>AUTO INSURANCE COMPANIES. PRICES BASED ON DRIVER'S HISTORY OF INSURANCE COVERAGE. INITIATIVE STATUTE.</b> Changes current law to allow insurance companies to set prices based on whether the driver previously carried auto insurance with any insurance company. Allows proportional discount for drivers with some prior coverage. Allows increased cost for drivers without history of continuous coverage. Fiscal Impact: Probably no significant fiscal effect on state insurance premium tax revenues.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	<p><b>GENETICALLY ENGINEERED FOODS. LABELING. INITIATIVE STATUTE.</b> Requires labeling of food sold to consumers made from plants or animals with genetic material changed in specified ways. Prohibits marketing such food, or other processed food, as "natural." Provides exemptions. Fiscal Impact: Increased annual state costs from a few hundred thousand dollars to over \$1 million to regulate the labeling of genetically engineered foods. Additional, but likely not significant, governmental costs to address violations under the measure.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	<p>Shall Ordinance No. 1723, which proposes to amend Amador County Code section 3.16.030 to increase the Transient Occupancy Tax from six percent (6%) to ten percent (10%) to be consistent with the 10% hotel tax collected by the cities of Jackson, Sutter Creek and Lone, be approved?</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	
<b>PROPOSITION 34</b>	<b>PROPOSITION 38</b>	<b>MEASURE U</b>	
<p><b>DEATH PENALTY. INITIATIVE STATUTE.</b> Repeals death penalty and replaces it with life imprisonment without possibility of parole. Applies retroactively to existing death sentences. Directs \$100 million to law enforcement agencies for investigations of homicide and rape cases. Fiscal Impact: Ongoing state and county criminal justice savings of about \$130 million annually within a few years, which could vary by tens of millions of dollars. One-time state costs of \$100 million for local law enforcement grants.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	<p><b>TAX TO FUND EDUCATION AND EARLY CHILDHOOD PROGRAMS. INITIATIVE STATUTE.</b> Increases taxes on earnings using sliding scale, for twelve years. Revenues go to K-12 schools and early childhood programs, and for four years to repaying state debt. Fiscal Impact: Increased state tax revenues for 12 years-roughly \$10 billion annually in initial years, tending to grow over time. Funds used for schools, child care, and preschool, as well as providing savings on state debt payments.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	<p><b>RENEWAL OF THE ABANDONED VEHICLE ABATEMENT PROGRAM.</b> Should the Amador County Vehicle Abatement Program and associated fees (one dollar per vehicle and an additional two dollars for certain commercial vehicles) be renewed for a ten-year term under California Vehicle Code Sections 9250.7 and 22710, or any successor statutes thereto, for purposes of removal and disposal of abandoned and wrecked vehicles?</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	
<b>PROPOSITION 35</b>	<b>PROPOSITION 39</b>	<b>END OF BALLOT</b>	
<p><b>HUMAN TRAFFICKING. PENALTIES. INITIATIVE STATUTE.</b> Increases prison sentences and fines for human trafficking convictions. Requires convicted human traffickers to register as sex offenders. Requires registered sex offenders to disclose Internet activities and identities. Fiscal Impact: Costs of a few million dollars annually to state and local governments for addressing human trafficking offenses. Potential increased annual fine revenue of a similar amount, dedicated primarily for human trafficking victims.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	<p><b>TAX TREATMENT FOR MULTISTATE BUSINESSES. CLEAN ENERGY AND ENERGY EFFICIENCY FUNDING. INITIATIVE STATUTE.</b> Requires multistate businesses to pay income taxes based on percentage of their sales in California. Dedicates revenues for five years to clean/efficient energy projects. Fiscal Impact: Increased state revenues of \$1 billion annually, with half of the revenues over the next five years spent on energy efficiency projects. Of the remaining revenues, a significant portion likely would be spent on schools.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>		
<b>PROPOSITION 36</b>	<b>PROPOSITION 40</b>		
<p><b>THREE STRIKES LAW. REPEAT FELONY OFFENDERS. PENALTIES. INITIATIVE STATUTE.</b> Revises law to impose life sentence only when new felony conviction is serious or violent. May authorize re-sentencing if third strike conviction was not serious or violent. Fiscal Impact: Ongoing state correctional savings of around \$70 million annually, with even greater savings (up to \$90 million) over the next couple of decades. These savings could vary significantly depending on future state actions.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>	<p><b>REDISTRICTING. STATE SENATE DISTRICTS. REFERENDUM.</b> A "Yes" vote approves, and a "No" vote rejects, new State Senate districts drawn by the Citizens Redistricting Commission. If rejected, districts will be adjusted by officials supervised by the California Supreme Court. Fiscal Impact: Approving the referendum would have no fiscal impact on the state and local governments. Rejecting the referendum would result in a one-time cost of about \$1 million to the state and counties.</p> <p align="center"> <input type="radio"/> YES  <input type="radio"/> NO         </p>		
<b>CONTINUE VOTING IN NEXT COLUMN</b>	<b>CONTINUE VOTING IN NEXT COLUMN</b>	<b>VOTE BOTH SIDES OF BALLOT</b>	
E	E	F	F
03	BT: 1	Seq:0001 Spl:01	

VOTE BOTH SIDES OF BALLOT

COUNTY OF AMADOR  
Financing Uses Detail by Budget Unit  
Fiscal Year 2019-2020

Budget Unit: 1910 Promotion  
Function: General  
Activity: Promotion

FINANCING USES CLASSIFICATION	ACTUAL 2016-2017	ACTUAL 2017-2018	ADOPTED 2018-2019	BASE 2019-2020	CHANGES 2019-2020	REQUESTED 2019-2020	RECOMMENDED 2019-2020
SERVICES AND SUPPLIES							
52805 FAIR BOOTHS	5,000.00	5,000.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00
52830 DISTRICT AG FAIR (MISS AMADOR)	2,000.00	2,000.00	2,000.00	2,000.00	0.00	2,000.00	2,000.00
TOTAL SERVICES AND SUPPLIES	7,000.00	7,000.00	7,000.00	7,000.00	0.00	7,000.00	7,000.00
OTHER CHARGES							
54106 AMADOR FAIR FOUNDATION	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00
54108 ECONOMIC DEVELOPMENT	0.00	0.00	5,820.00	5,820.00	0.00	5,820.00	5,820.00
54109 CHAMBER OF COMMERCE	55,000.00	0.00	62,500.00	32,500.00	2,500.00	35,000.00	35,000.00
54110 AMADOR COUNCIL OF TOURISM	101,500.00	101,500.00	101,500.00	101,500.00	0.00	101,500.00	101,500.00
54777 ARTS COUNCIL	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00
TOTAL OTHER CHARGES	156,500.00	131,500.00	174,820.00	144,820.00	2,500.00	147,320.00	147,320.00
TOTAL - PROMOTION	163,500.00	138,500.00	181,820.00	151,820.00	2,500.00	154,320.00	154,320.00
58900 A87 - COUNTYWIDE COST ALLOC PLAN	293.00	160.00	133.00	108.00	0.00	108.00	108.00
GRAND TOTAL - PROMOTION	163,793.00	138,660.00	181,953.00	151,928.00	2,500.00	154,428.00	154,428.00

COUNTY OF AMADOR  
 Financing Sources Detail by Budget Unit  
 Fiscal Year 2019-2020

State Controller Schedules  
 County Budget Act

Budget Unit: 11000 General  
 Function: General

REVENUE	ACTUAL 2016-2017	ACTUAL 2017-2018	ADOPTED 2018-2019	BASE 2019-2020	CHANGES 2019-2020	REQUESTED 2019-2020	RECOMMENDED 2019-2020	
41010	CURRENT SECURED	15,403,119.45	15,986,697.41	16,859,757.00	17,618,446.00	0.00	17,618,446.00	17,618,446.00
41020	CURRENT UNSECURED	228,391.98	244,323.93	250,000.00	250,000.00	0.00	250,000.00	250,000.00
41100	PRIOR UNSECURED	11,463.02	6,565.07	6,600.00	6,600.00	0.00	6,600.00	6,600.00
41120	SUPPLEMENTAL ROLL	168,777.26	282,106.71	100,000.00	150,000.00	0.00	150,000.00	150,000.00
41121	DELINQUENT SUPPLEMENTAL	11,861.04	8,490.91	12,500.00	10,000.00	0.00	10,000.00	10,000.00
41125	TAX NEUTRALITY	70,175.05	83.29	0.00	0.00	0.00	0.00	0.00
41130	PROPERTY TAX IN LIEU VLF	4,197,583.94	4,377,025.16	4,579,919.00	4,786,015.00	0.00	4,786,015.00	4,786,015.00
41160	SALES AND USE TAXES	2,874,018.45	2,952,716.36	3,115,561.00	3,180,000.00	0.00	3,180,000.00	3,180,000.00
41170	IN LIEU SALES/USE TAX	345,323.87	0.00	0.00	0.00	0.00	0.00	0.00
41180	FRANCHISE TAXES	472,261.50	341,823.65	285,000.00	285,000.00	65,000.00	350,000.00	350,000.00
41200	ROOM OCCUPANCY TAXES	216,142.77	265,861.87	259,115.00	269,850.00	40,000.00	309,850.00	309,850.00
41210	TRANSFER TAXES	285,333.26	343,695.65	250,000.00	250,000.00	0.00	250,000.00	250,000.00
43190	JUSTICE COURT FINES	10,997.14	13,917.98	10,000.00	10,000.00	0.00	10,000.00	10,000.00
43222	BAIL BOND FORFEITURE	6,125.00	0.00	0.00	0.00	0.00	0.00	0.00
43233	EXCESS TAX LOSS RESERVE	0.00	0.00	2,000,000.00	300,000.00	0.00	300,000.00	300,000.00
44100	INTEREST	50,268.38	69,961.28	50,000.00	60,000.00	0.00	60,000.00	60,000.00
45070	MOTOR VEHICLE IN-LIEU TA	14,243.41	16,863.11	13,303.00	14,500.00	0.00	14,500.00	14,500.00
45240	STATE AID OTHER	214.19	0.00	0.00	0.00	0.00	0.00	0.00
45260	STATE HOMEOWNERS PROPER	192,047.43	190,221.72	190,000.00	190,000.00	0.00	190,000.00	190,000.00
45330	STATE TIMBER TAX LOSS	5,952.70	24,387.42	4,000.00	22,000.00	0.00	22,000.00	22,000.00
45395	STATE DISASTER ASSISTANCE	30,414.18	0.00	0.00	0.00	0.00	0.00	0.00
45490	STATE MANDATED COST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45495	STATE VLF ADJUSTMENT	7,375.00	0.00	0.00	0.00	0.00	0.00	0.00
45540	FEDERAL PUBLIC ASSISTANT	15,096.06	8,296.33	7,000.00	7,000.00	0.00	7,000.00	7,000.00
45590	FEDERAL PILT/GRAZING	132,913.29	175,159.51	40,000.00	40,000.00	0.00	40,000.00	40,000.00
45595	FEDERAL FMAG REIMBURSEMEI	55,301.10	0.00	0.00	0.00	0.00	0.00	0.00
460099	CHARGES FOR SERVICES	21,347.25	0.00	0.00	0.00	0.00	0.00	0.00
46640	ASSESSMENT & TAX COLL FEE	67,692.05	57,736.70	20,000.00	20,000.00	0.00	20,000.00	20,000.00
46740	CIVIL PROCESS FEES	0.00	10.00	0.00	0.00	0.00	0.00	0.00
46750	CLERK FEES & COSTS	702.00	796.00	600.00	600.00	0.00	600.00	600.00
47890	MISCELLANEOUS REVENUES	34,845.47	2,860.74	10,000.00	10,000.00	0.00	10,000.00	10,000.00
	TOTAL	24,929,986.24	25,369,600.80	28,063,355.00	27,480,011.00	105,000.00	27,585,011.00	27,585,011.00

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 28, 2019

## **SUBJECT**

General Services Administration: Economic Development and a Comprehensive Economic Development Strategy (CEDS) Study

## **Recommendation:**

Discussion and possible action regarding:

1. Whether or not to pursue economic development grant opportunities to complete a CEDS and;
2. Where funding would come from should the County be awarded a grant.

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA, Auditor, Budget Director

## **ATTACHMENTS**

- [CEDS Memo 5.20.19.pdf.pdf](#)
- [Planning-Program Grant Information 5.21.19.pdf](#)
- [Underemployment Information for Amador County 5.21.19.pdf](#)
- [Economic-Adjustment-Assistance-Program Information 5.21.19.pdf](#)

# **GENERAL SERVICES ADMINISTRATION**

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



## **SUMMARY MEMORANDUM**

TO: Board of Supervisors

FROM: Jon Hopkins, General Services Director <sup>HOP</sup>  
Kim Holland, Senior Administrative Analyst <sup>KH</sup>

DATE: May 20, 2019

SUBJECT: Economic Development and a Comprehensive Economic Development Strategy (CEDS) Study

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**Background:** At a special meeting on December 11, 2018, Kim Vann from the U.S. Department of Agriculture (USDA) spoke to the Board regarding economic development (ED) resources and opportunities, including a Comprehensive Economic Development Strategy (CEDS). During the meeting, Ms. Vann indicated the USDA could perform a (CEDS), which she recommended, as it would open up funding opportunities for ED projects.

As a result, staff has begun to look into the process of accomplishing a CEDS and has reached out to Ms. Vann and Malinda Matson with the U.S. Economic Development Administration (EDA).

**Analysis:** A CEDS is a 6-12 month endeavor that summarizes the County's current economic condition, performs an economic SWOT analysis (strengths, weaknesses, opportunities and threats), which is used to develop a strategic action plan that includes timetables, stakeholders and funding considerations; as well as metrics to evaluate the impact of the CEDS. In addition, a CEDS would consider and incorporate the concept of economic resilience, our economy's ability to withstand and recover from economic shifts, natural disasters, etc.

A CEDS also opens doors to federal funding opportunities that can support the County's economic goals. Funding is available through both the EDA and the USDA. The USDA has a broad focus subsidizing grants and low interest loans available to support rural economic development through a vast array of programs that include single and multi-family housing, infrastructure, and business development. Although a CEDS is not required to receive USDA funding, it does demonstrate that a community has a plan for growth, which is considered when project funding is awarded.

The EDA's focus is on economic growth and sustainability, with grants available to communities looking to invest in their economic future. A current CEDS is a significant factor considered by EDA when awarding grants. The EDA has grants available to partially fund the development of a CEDS.

Development of a CEDS can be accomplished utilizing staff or a consultant. Following discussions with five (5) consultants including EDA, costs for a consultant have been estimated at range of \$30-\$80k. However, the EDA has two (2) grant options available to offset the fiscal impact. The first is an Economic Adjustment Assistance grant that provides planning assistance for regions suffering adverse economic impacts (information attached), which could fund 80% of the cost of the CEDS with the remaining 20% paid by the County. To qualify the County must demonstrate economic distress such as underemployment or unemployment, which appears to be satisfied by our underemployment percentage when compared to the national average (see attached). The second option is a Planning Assistance grant that assists with planning efforts (information attached), which could fund 50% of the costs of the CEDS with the remaining 50% paid by the County. Economic distress is not a requirement to qualify for the Planning Assistance grant.



**Alternatives:** Alternatives include: 1) Develop a CEDS utilizing staff; 2) Apply for an Economic Assistance grant from EDA to fund a consultant at 80% with the remaining 20% to be funded by the County; 3) Apply for a Planning Assistance grant from EDA to fund a consultant at 50% with the remaining 50% to be funded by the County; or 4) Do not pursue a CEDS at this time.

**Fiscal or Staffing Impacts:** The extent of the fiscal or staffing impacts to develop a CEDS locally is unknown. The fiscal or staffing impacts to hire a consultant and pursue partial funding through an EDA grant will depend on the grant and the cost of the consultant.

**4/5ths Vote:** N/A

**Recommendation:** Discussion and possible action regarding:

1. Whether or not to pursue economic development grant opportunities to complete a CEDS and;
2. Where funding would come from should the County be awarded a grant.

Cc: file

## Planning Program

### What does the Planning Program do?

The Economic Development Planning Assistance program provides essential investment support to district organizations, Native American organizations, states, sub-state planning regions, urban counties, cities and other eligible recipient to assist in planning. The two categories of the Planning Assistance program are: (a) planning investments for District Organizations, Indian Tribes and other eligible entities; and (b) short-term planning investments to states, sub-state planning regions and urban areas. Eligible activities under this program include developing, maintaining, and implementing a Comprehensive Economic Development Strategy (CEDS) and related short-term planning activities.

### Why are planning grants important?

Locally-owned strategic planning is critical to facilitating regional economic development efforts. Effective planning creates a road map, which practitioners and policymakers can use to identify and take the actionable steps necessary to realize their desired economic vision. This is central to the bottom-up strategy of working with local communities to help them meet goals set and achieved locally with support from EDA.

### How do planning grants relate to Comprehensive Economic Development Strategies (CEDS)?

EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS), which articulate and prioritize the strategic economic goals of recipients' respective regions.

### How does a district organization go about obtaining their designation as an Economic Development District (EDD)?

The district organization will work with EDA's designated regional office to provide a socio-economic background of the region and an economic justification for EDD designation.

### What criteria are used in determining which projects receive planning grants?

- The project's demonstrated alignment with at least one of EDA's current investment priorities as published on EDA's website at [www.eda.gov](http://www.eda.gov)
- The project's potential to increase the capacity of the community or region to promote job creation and private investment in the regional economy
- The likelihood that the project will achieve its projected outcomes
- Ability of the applicant to successfully implement the proposed project, including the applicant's financial and management capacity and the applicant's capacity to secure the support of key public and private sector stakeholders

### How do I get more information on how to apply?

The Federal Funding Opportunity (FFO) is available at <http://www.eda.gov/funding-opportunities/index.htm>. To discuss any project proposals in further detail, contact your EDA Regional Office.







S2303

WORK STATUS IN THE PAST 12 MONTHS

2013-2017 American Community Survey 5-Year Estimates

**Note:** This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Subject	United States				Amador County, California	
	Total		Percent		Total	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 16 to 64 years	208,065,303	+/-16,220	208,065,303	+/-16,220	22,715	+/-150
<b>WEEKS WORKED</b>						
Worked 50 to 52 weeks	119,001,979	+/-62,550	57.2%	+/-0.1	10,286	+/-579
Worked 48 to 49 weeks	3,142,294	+/-21,704	1.5%	+/-0.1	374	+/-142
Worked 40 to 47 weeks	8,792,911	+/-57,442	4.2%	+/-0.1	858	+/-242
Worked 27 to 39 weeks	9,193,693	+/-30,827	4.4%	+/-0.1	978	+/-204
Worked 14 to 26 weeks	7,552,712	+/-21,774	3.6%	+/-0.1	581	+/-163
Worked 1 to 13 weeks	10,052,935	+/-39,162	4.8%	+/-0.1	840	+/-222
Did not work	50,328,779	+/-161,732	24.2%	+/-0.1	8,798	+/-515
<b>USUAL HOURS WORKED</b>						
Usually worked 35 or more hours per week	121,215,554	+/-81,042	58.3%	+/-0.1	10,188	+/-512
50 to 52 weeks	102,423,433	+/-68,135	49.2%	+/-0.1	8,482	+/-500
48 to 49 weeks	2,122,425	+/-14,441	1.0%	+/-0.1	238	+/-130
40 to 47 weeks	5,328,008	+/-30,530	2.6%	+/-0.1	544	+/-213
27 to 39 weeks	4,532,063	+/-14,643	2.2%	+/-0.1	528	+/-175
14 to 26 weeks	3,273,263	+/-16,821	1.6%	+/-0.1	204	+/-105
1 to 13 weeks	3,536,362	+/-15,920	1.7%	+/-0.1	192	+/-92

Subject	United States				Amador County, California	
	Total		Percent		Total	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Usually worked 15 to 34 hours per week	29,358,390	+/-62,385	14.1%	+/-0.1	2,975	+/-357
50 to 52 weeks	14,694,572	+/-31,406	7.1%	+/-0.1	1,578	+/-331
48 to 49 weeks	852,484	+/-9,209	0.4%	+/-0.1	110	+/-63
40 to 47 weeks	2,880,064	+/-24,619	1.4%	+/-0.1	301	+/-114
27 to 39 weeks	3,732,378	+/-22,401	1.8%	+/-0.1	411	+/-111
14 to 26 weeks	3,195,679	+/-14,472	1.5%	+/-0.1	312	+/-122
1 to 13 weeks	4,003,213	+/-20,325	1.9%	+/-0.1	263	+/-100
Usually worked 1 to 14 hours per week	7,162,580	+/-50,050	3.4%	+/-0.1	754	+/-247
50 to 52 weeks	1,883,974	+/-11,560	0.9%	+/-0.1	226	+/-90
48 to 49 weeks	167,385	+/-2,686	0.1%	+/-0.1	26	+/-30
40 to 47 weeks	584,839	+/-7,423	0.3%	+/-0.1	13	+/-19
27 to 39 weeks	929,252	+/-10,202	0.4%	+/-0.1	39	+/-48
14 to 26 weeks	1,083,770	+/-9,400	0.5%	+/-0.1	65	+/-47
1 to 13 weeks	2,513,360	+/-25,241	1.2%	+/-0.1	385	+/-178
Did not work	50,328,779	+/-161,732	24.2%	+/-0.1	8,798	+/-515
Mean usual hours worked for workers	38.7	+/-0.1	(X)	(X)	37.7	+/-0.9
Median age of workers 16 to 64 years	40.0	+/-0.1	(X)	(X)	45.2	+/-0.8
Workers 16 to 64 years who worked full-time, year-round	102,423,433	+/-68,135	64.9%	+/-0.1	8,482	+/-500

Subject	Amador County, California	
	Percent	
	Estimate	Margin of Error
Population 16 to 64 years	22,715	+/-150
<b>WEEKS WORKED</b>		
Worked 50 to 52 weeks	45.3%	+/-2.5
Worked 48 to 49 weeks	1.6%	+/-0.6
Worked 40 to 47 weeks	3.8%	+/-1.1
Worked 27 to 39 weeks	4.3%	+/-0.9
Worked 14 to 26 weeks	2.6%	+/-0.7
Worked 1 to 13 weeks	3.7%	+/-1.0
Did not work	38.7%	+/-2.2
<b>USUAL HOURS WORKED</b>		
Usually worked 35 or more hours per week	44.9%	+/-2.3
50 to 52 weeks	37.3%	+/-2.2
48 to 49 weeks	1.0%	+/-0.6
40 to 47 weeks	2.4%	+/-0.9
27 to 39 weeks	2.3%	+/-0.8
14 to 26 weeks	0.9%	+/-0.5
1 to 13 weeks	0.8%	+/-0.4
Usually worked 15 to 34 hours per week	13.1%	+/-1.6
50 to 52 weeks	6.9%	+/-1.5
48 to 49 weeks	0.5%	+/-0.3
40 to 47 weeks	1.3%	+/-0.5
27 to 39 weeks	1.8%	+/-0.5
14 to 26 weeks	1.4%	+/-0.5
1 to 13 weeks	1.2%	+/-0.4
Usually worked 1 to 14 hours per week	3.3%	+/-1.1
50 to 52 weeks	1.0%	+/-0.4
48 to 49 weeks	0.1%	+/-0.1
40 to 47 weeks	0.1%	+/-0.1
27 to 39 weeks	0.2%	+/-0.2
14 to 26 weeks	0.3%	+/-0.2
1 to 13 weeks	1.7%	+/-0.8
Did not work	38.7%	+/-2.2
Mean usual hours worked for workers	(X)	(X)
Median age of workers 16 to 64 years	(X)	(X)
Workers 16 to 64 years who worked full-time, year-round	60.9%	+/-2.9

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling

variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

#### Explanation of Symbols:

1. An '\*\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '\*\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

## Economic Adjustment Assistance Program

### What does the Economic Adjustment Assistance (EAA) program do?

The EAA program provides a wide range of technical, planning, and public works and infrastructure assistance in regions experiencing adverse economic changes that may occur suddenly or over time. These adverse economic impacts may result from a steep decline in manufacturing employment following a plant closure, changing trade patterns, catastrophic natural disaster, a military base closure, or environmental changes and regulations.

### Who may benefit from EAA and what will such funding do to promote economic development?

The EAA program can assist state and local entities in responding to a wide range of economic challenges through:

- **Strategy Grants** to support the development, updating or refinement of a Comprehensive Economic Development Strategy (CEDS).
- **Implementation Grants** to support the execution of activities identified in a CEDS, such as infrastructure improvements, including site acquisition, site preparation, construction, rehabilitation and equipping of facilities. Specific activities may be funded as separate investments or as multiple elements of a single investment.

### Why is it advantageous to apply for EAA funding?

The EAA program is EDA's most flexible program. Under the EAA program, EDA can fund market and environmental studies, planning or construction grants, and capitalize or recapitalize revolving loan funds (RLFs) to help provide small businesses with the capital they need to grow.

### What criteria are used in determining which projects receive EAA grants?

- The ability of the proposed project to realistically achieve the desired results and catalyze additional resources;
- The ability of a project to start quickly and create jobs faster;
- The extent to which the project will enable the community/region to become more diversified and more economically prosperous;
- The relative economic distress of the region;
- The applicant's performance under previous Federal financial assistance awards, including whether the grantee submitted required performance reports and data;
- The comparative feasibility of the applicant to achieve the outcomes identified in the application;

### What is an example of a successful EAA project?

For examples of successful EDA projects, visit <http://www.eda.gov/annual-reports/>

### How do I get more information on how to apply?

The Federal Funding Opportunity (FFO) is available at <http://www.eda.gov/funding-opportunities/index.htm>. To discuss any project proposals in further detail, contact your EDA Regional Office.



# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 28, 2019

## **SUBJECT**

Community Development Agency: Discussion and possible action relative to Harrah's NorCal Casino Guide Signs on State Route 88.

## **Recommendation:**

1. Direction to staff

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2019-5-28\\_Guide Signs on SR88.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

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

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** May 28, 2019

**SUBJECT:** Harrah's NorCal Casino Guide Signs on State Route 88

**CONTACT:** Jered Reinking, (223-6226)

### Overview

Harrah's NorCal Casino has opened. The main access point from State Route 88 is Buena Vista Road. Over the last year, the Developer has reconstructed Buena Vista Road from State Route 88 to Coal Mine Road to accommodate the expected Casino traffic. The Developer is currently finishing the installation of a traffic signal at the intersection of State Route 88 and Buena Vista Road. To assist motorists travelling to the Casino and to utilize the most effective route from State Route 88 to Harrah's NorCal Casino, the Developer has requested permission from Caltrans to install several guide signs along State Route 88.

Until recently, the Developer has been coordinating this request with Caltrans. Unfortunately, it appears the Developer and Caltrans have reached some sort of an impasse regarding the requested guide signs. Caltrans is not permitting the permanent guide signs at this time. Since ensuring that Casino traffic utilizes the Buena Vista Road access route is a high priority and important issue for Amador County, Staff has submitted an encroachment permit application directly to Caltrans for these guide signs on behalf of Amador County. As this is now the case, it is not expected that this issue will continue to be handled by the Developer, rather Staff will be working with Caltrans on the request for the guide signs.

The encroachment permit application for the requested guide signs was submitted by Staff to Caltrans on May 21, 2018. Caltrans representatives have been invited to this Board meeting to join the discussion about the issue with the Board of Supervisors.

### Requested Actions

1. Direction as desired

### Fiscal Impact

Not Applicable

### Attachments:

Encroachment Permit Application dated May 21, 2019

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**STANDARD ENCROACHMENT PERMIT APPLICATION**  
 TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.  
 This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Amador		2. ROUTE 88	3. POST MILE SJ 22.09-AMA 7.39
4. ADDRESS OR STREET NAME Liberty Road, Jackson Valley Road, SR104		5. CITY Ione	
6. CROSS STREET (Distance and direction from project site) SR88		DATE OF SIMPLEX STAMP	
7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number	
9. ESTIMATE START DATE 06/24/2019		10. ESTIMATED COMPLETION DATE 06/25/2019	
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 2			
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$10,000			
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?			
14. FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)			
15. CALTRANS PROJECT CODE (ID)		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER	

FOR CALTRANS USE	
TRACKING NO.	
DIST/CO/RTE/PM	
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	

17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY  
 Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.  
 Amador County intends to place three permanent sign installations to guide casino traffic to the intersection of SR88 and Buena Vista Road. The sign installations will be placed beyond the shoulder at the approximate locations shown on the attached map and in accordance with standard roadside sign placement details. Locations include south of the intersection of SR88/E. Liberty Road, southwest of intersection of SR88/Jackson Valley Road, and northeast of intersection of SR88/SR104.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

Traffic lane  Shoulder  Sidewalk  Median  At or near an intersection  Mobile work

Outside of the shoulder, \_\_\_\_\_ feet from edge of pavement  Other Per 2018 Caltrans Standard Plan RS01

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

No traffic control needed  State Standard Plans (T-Sheets) # T-Series as applicable to install signs

Project specific Traffic Control Plans included  To be submitted by contractor



TRACKING NO. \_\_\_\_\_

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in) N/A	AVG. WIDTH (in) N/A	LENGTH (ft) N/A	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) N/A
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER N/A (in.) MATERIAL N/A	CASING PIPE DIAMETER N/A (in.) MATERIAL N/A	PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A	
					VOLTAGE / PSIG N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?  
 NO  YES. If "YES", provide a description \_\_\_\_\_

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?  
 YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)  
 COMMERCIAL DEVELOPMENT  BUILDING  GRADING  OTHER \_\_\_\_\_  
 CATEGORICALLY EXEMPT  NEGATIVE DECLARATION  ENVIRONMENTAL IMPACT REPORT  OTHER \_\_\_\_\_  
 NO (if "NO", check the category below which best describes the project AND answer questions A-K)  
 DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING  FENCE  EROSION CONTROL  
 PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS  MAILBOX  LANDSCAPING  
 FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS  OTHER \_\_\_\_\_

**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

- A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed? \_\_\_\_\_
- B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project? \_\_\_\_\_
- C. Is the proposed project located within five miles of the coast line? \_\_\_\_\_
- D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)? \_\_\_\_\_
- E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public? \_\_\_\_\_
- F. Are there any recreational trails or paths within the limits of the proposed project? \_\_\_\_\_
- G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way? \_\_\_\_\_
- H. Will the proposed project impact access to any businesses or residences? \_\_\_\_\_
- I. Will the proposed project impact any existing public utilities or public services? \_\_\_\_\_
- J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings? \_\_\_\_\_
- K. Will new lighting be constructed within or adjacent to State Highway right-of-way? \_\_\_\_\_

TRACKING NO. \_\_\_\_\_

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO (if "YES", provide a description)

23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building)  YES  NO (if "YES", provide a description)

24. Is work being done on the applicant's property in addition to State Highway right-of-way?  YES  NO  
(If "YES", attach 6 complete sets of site and grading plans)

25. Will the proposed project require the disturbance of soil?  YES  NO  
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: \_\_\_\_\_  
and estimate the area of disturbed soil outside State Highway right-of-way in acres: \_\_\_\_\_

26. Will the proposed project require dewatering?  YES  NO  
If "YES", estimate Total gallons AND gallons/month. \_\_\_\_\_ (Total gallons) AND \_\_\_\_\_ (gallons/month)  
SOURCE\*:  STORMWATER  NON-STORMWATER  
(\*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/> )

27. How will any storm water or ground water be disposed?  
 Storm Drain System  Combined Sewer / Stormwater System  Stormwater Retention Basin  N/A  
 Other (explain) \_\_\_\_\_



TRACKING NO. \_\_\_\_\_

**READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_K\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_G\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)  
 Amador County Department of Transportation and Public Works  
 ADDRESS OF APPLICANT (Include City, State and Zip Code)  
 810 Court Street, Jackson, CA 95642

E-MAIL ADDRESS jreinking@amadorgov.org	PHONE NUMBER 209-223-6226	FAX NUMBER 209-223-6395
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29. NAME OF AUTHORIZED AGENT / ENGINEER  
 (A "Letter of Authorization" is required if different from #28)  
 Jered Reinking, Public Works Director

IS A LETTER OF AUTHORIZATION ATTACHED?  
 YES  NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)  
 same

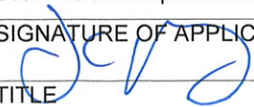
E-MAIL ADDRESS same	PHONE NUMBER same	FAX NUMBER same
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30. NAME OF BILLING CONTACT (Same as #28  Same as #29 )

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER
----------------	--------------	------------

\* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT\*  32. PRINT OR TYPE NAME  
 Jered Reinking

33. TITLE  
 Public Works Director 34. DATE  
 05/21/2019



**INSTRUCTIONS**

**Complete ALL fields, write "N/A" if not applicable. Type or print clearly.** All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: [http://www.dot.ca.gov/trafficops/ep/docs/EP\\_Application\\_Guide\\_Booklet.pdf](http://www.dot.ca.gov/trafficops/ep/docs/EP_Application_Guide_Booklet.pdf)).

1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
2. State Highway Route Number (e.g. I-5, SR-99, etc.)
3. Highway Postmile: (location of work, see <https://postmile.dot.ca.gov/>)  
If unable to determine, contact the appropriate District Encroachment Permits Office for assistance at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix\\_G\\_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf)
4. Address of project site (if the property has a physical address with a Number and Street/Road Name)
5. City (e.g. Sacramento, Redding, Irvine, etc.)
6. Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
7. Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
8. Indicate if you are applying for a "Contractor's (Double) Permit" and provide the "Parent Permit Number".
9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
10. Estimated completion date for the proposed work.
11. Estimated number of working days within State Highway right-of-way.
12. Estimated construction costs for all work to be done within State Highway right-of-way.
13. Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
14. Identify funding source(s) for the proposed work.
15. Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
16. Your company's reference number or utility work order number for this project.
17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-1/2" X 11") and any applicable specifications, calculations, maps, etc.
18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
20. Product being transported (e.g. water, natural gas, etc.)  
Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.)  
Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas.
21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. Skip questions A-K.  
  
If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. Also answer questions A-K.
22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
24. Is there any work being done on the applicant's property?
25. Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: <http://www.dot.ca.gov/hq/env/stormwater>).
27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
31. Signature of the applicant or applicant's authorized agent.
32. Name of the applicant or applicant's authorized agent.
33. Title (owner, president, etc.) of the applicant or applicant's authorized agent.
34. Date of the signature.

**GENERAL NOTES:**

1. ALL SIGNS AND TRAFFIC CONTROL DEVICES MUST BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MUTCD AND THE CALTRANS STANDARD PLANS.
2. THE EXACT LOCATION OF SIGNS MUST BE APPROVED BY THE ENGINEER.

**LEGEND:**

PERMANENT SIGN

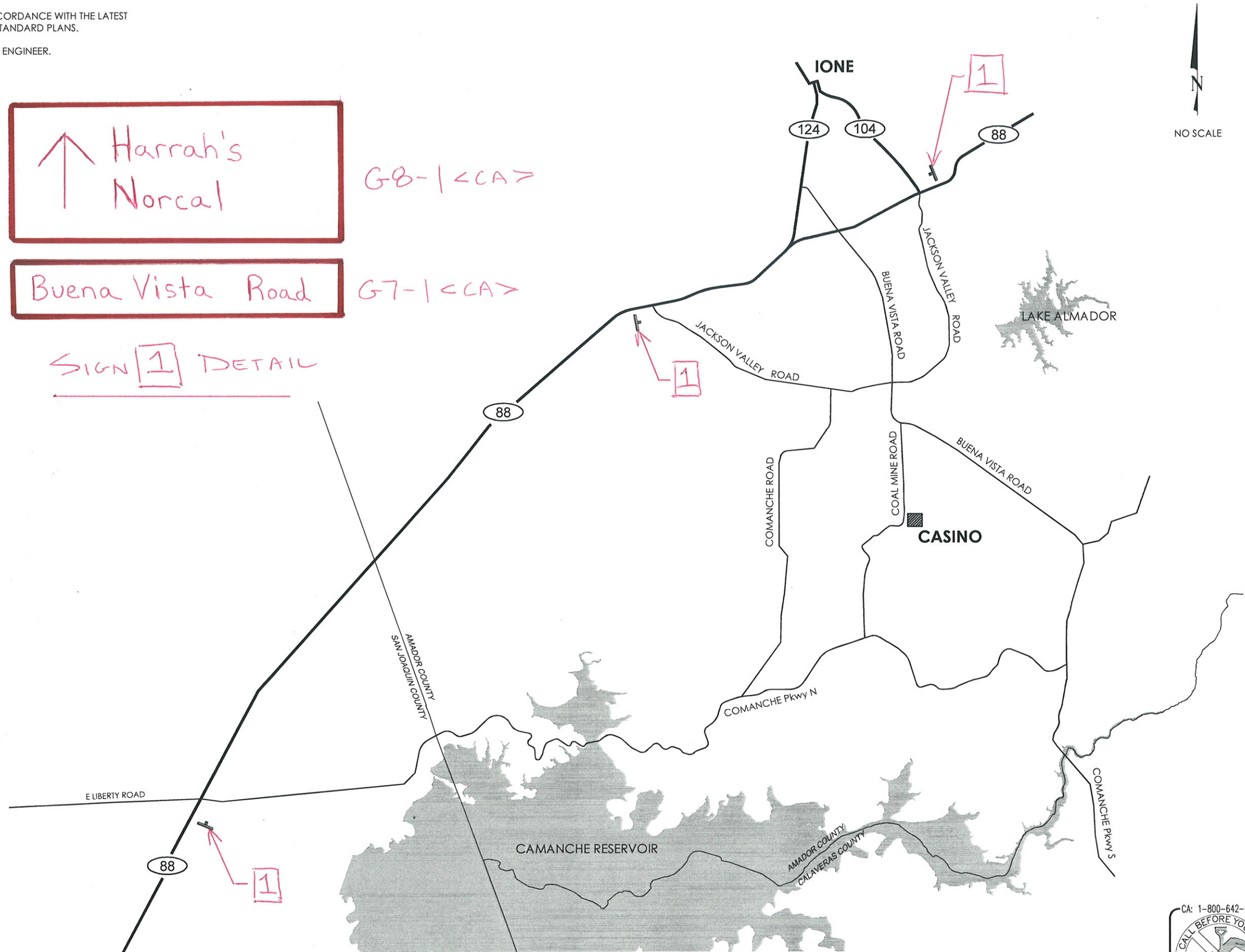
↑ Harrah's  
↑ Norcal

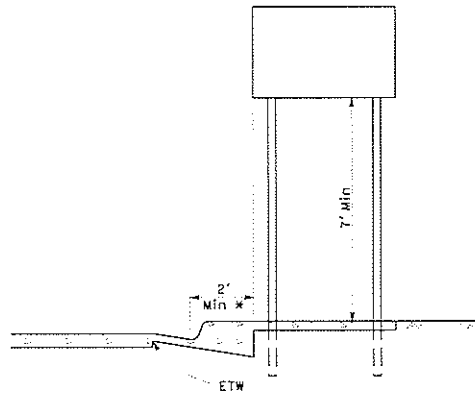
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Buena Vista Road

G-7-1 <CA>

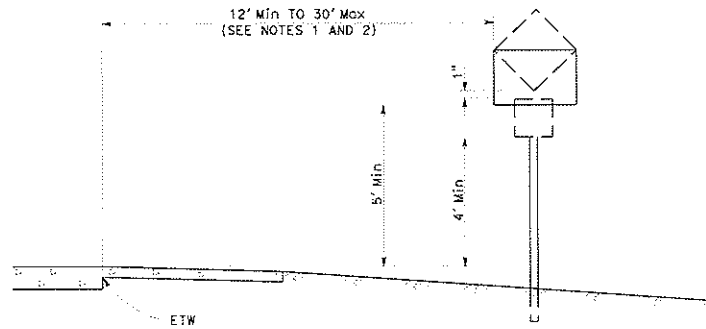
SIGN 1 DETAIL





\* 1' Min WHERE LATERAL CLEARANCE LIMITED

URBAN LOCATIONS



RURAL LOCATIONS

CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS

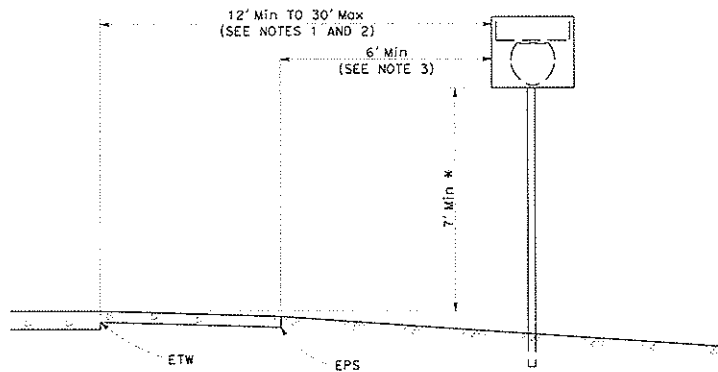
Donald E. Howe  
 PE, CIVIL ENGINEER  
 May 31, 2018  
 PROJECT APPROVAL DATE  
 No. C46402  
 Exp. 3-31-19  
 STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

NOTES:

1. When clear roadside recovery areas are provided, signs shall be placed as far from the edge of traveled way as possible, up to a maximum of 30'. When possible, they shall be placed in protected locations.
2. Signs in medians shall be placed at midpoint of median up to a maximum distance of 30' from edge of traveled way. When appropriate, signs for opposing directions shall be placed back to back.
3. Does not apply at locations where minimum horizontal distance is not reasonable due to terrain characteristics, steep slopes, roadway features, or when signs are installed on structures or signal or lighting standards.

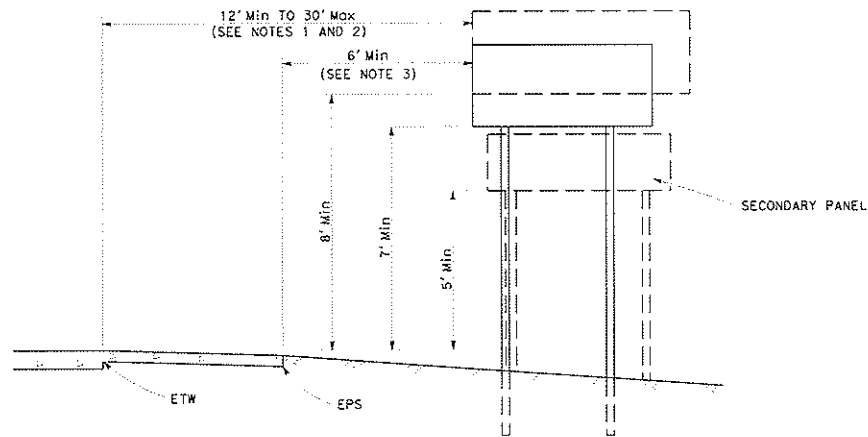
ABBREVIATION:

EPS = Edge of Paved Shoulder



REGULATORY AND WARNING SIGNS  
AND ROUTE SHIELDS

FREEWAY AND EXPRESSWAY LOCATIONS



GUIDE SIGNS

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ROADSIDE SIGNS  
 TYPICAL INSTALLATION  
 DETAILS No. 1**

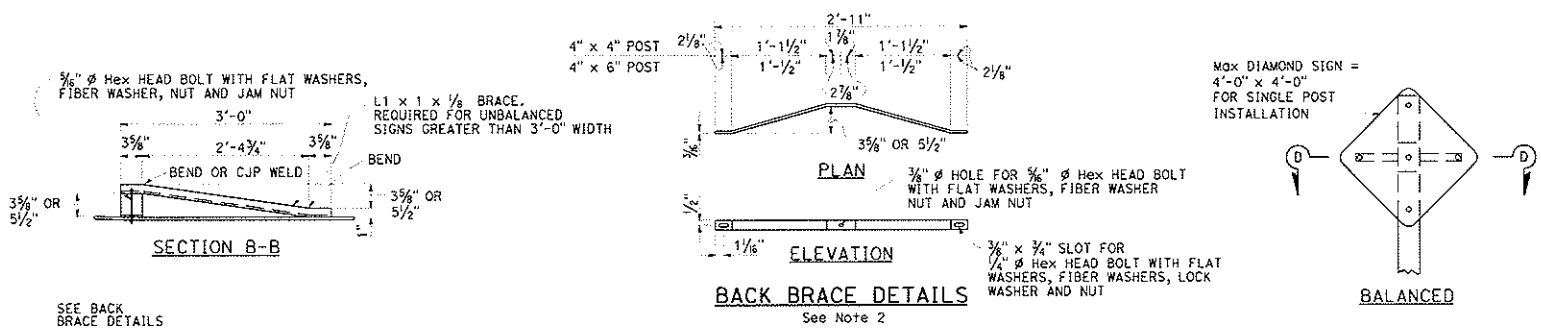
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2018 STANDARD PLAN RS1

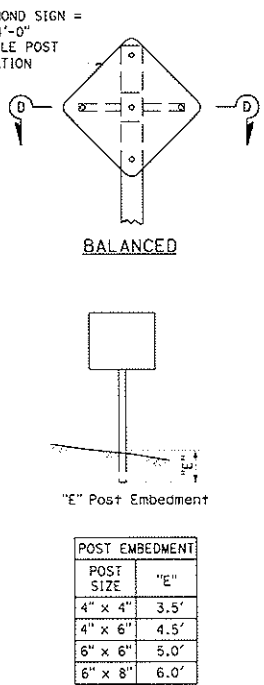
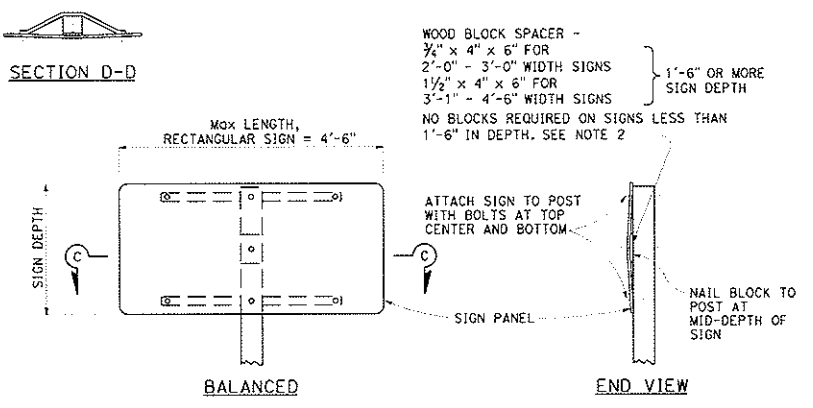
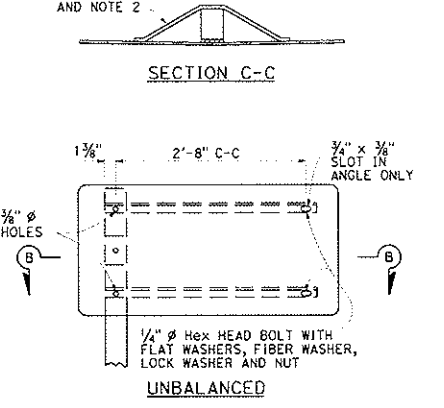
RS1

405



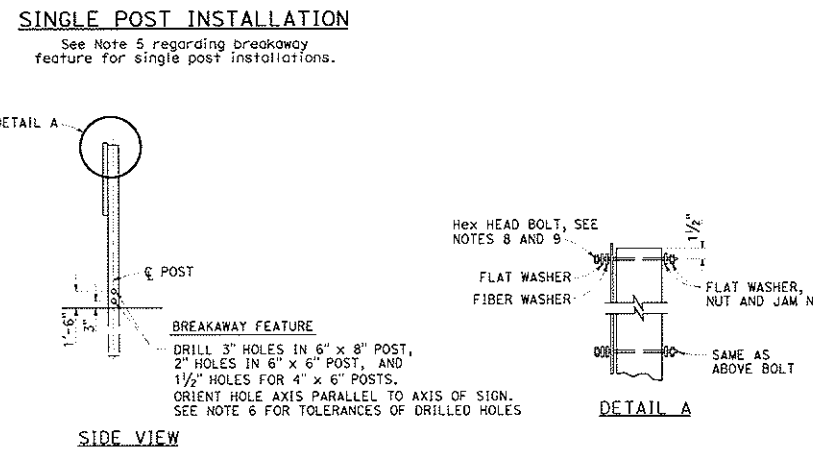
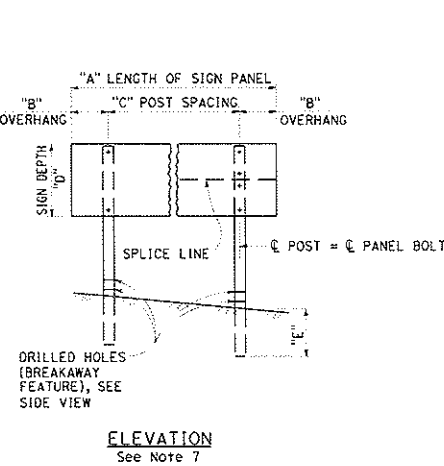


Stanley F. Johnson  
 May 31, 2018  
 No. CS7993  
 Exp. 5-31-20  
 STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION



POST SPACING TABLE

SIGN PANEL LENGTH	SIGN PANEL OVERHANG	POST SPACING
"A"	"B"	"C"
4'-6"	6"	3'-6"
4'-8" TO 5'-6"	7" TO 1'-0"	3'-6"
6'-0" & 6'-6"	1'-0" & 1'-3"	4'-0"
7'-0" & 7'-6"	1'-3" & 1'-6"	4'-6"
8'-0"	1'-6"	5'-0"
8'-6"	1'-8"	5'-2"
9'-0"	1'-10"	5'-4"
9'-6"	1'-11"	5'-8"
10'-0"	2'-0"	6'-0"
10'-6"	2'-0"	6'-6"
11'-0", 11'-6", 12'-0"	2'-0", 2'-3", 2'-6"	7'-0"
12'-6"	2'-6"	7'-6"
13'-0"	2'-6"	8'-0"
13'-6", 14'-6"	2'-6", 3'-0"	8'-6"
14'-0", 15'-0"	2'-6", 3'-0"	9'-0"
15'-6", 16'-0"	3'-0", 3'-3"	9'-6"
16'-6"	3'-3"	10'-0"
17'-0", 17'-6"	3'-3", 3'-6"	10'-6"
18'-0", 18'-6"	3'-6", 3'-9"	11'-0"
19'-0"	3'-9"	11'-6"
19'-6", 20'-0"	3'-9", 4'-0"	12'-0"
20'-6", 21'-0"	4'-0", 4'-3"	12'-6"
21'-6"	4'-3"	13'-0"
22'-0", 22'-6"	4'-3", 4'-6"	13'-6"
23'-0"	4'-6"	14'-0"
23'-6", 24'-0"	4'-6", 4'-9"	14'-6"



- NOTES:
- Place long dimension of post cross section normal to sign axis. See Section C-C.
  - Balanced single post installations of unframed single sheet aluminum panel signs shall have block spacers if 1'-6" or more in depth and a combination of block spacers and back braces if 1'-6" or more in depth and 2'-10" or more in width. Sign panels less than 1'-6" in depth and 2'-10" or more in width shall have back braces only.
  - For post size see sign layout, format or quantity sheets.
  - Balanced single post installations of Laminated Panel and Framed single sheet panel signs require back braces when 2'-10" or more in length.
  - Breakaway feature for single post installation shall be the same as the breakaway feature shown for the two post installation.
  - Tolerance for diameter of drilled holes in breakaway feature is  $\pm 1/16$ ".
  - Bolt hole layout is dependent on type of panel. Drill holes in post to match panel.
  - 3/8"  $\phi$  for single sheet aluminum panel signs.
  - 3/8"  $\phi$  for laminated panel signs or framed single sheet aluminum panel signs.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ROADSIDE SIGNS  
 WOOD POST  
 TYPICAL INSTALLATION  
 DETAILS No. 2**

NO SCALE

RS2

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 28, 2019

## **SUBJECT**

Minutes: Review and possible approval of the May 14, 2019 Board of Supervisors Meeting Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-



# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: May 28, 2019

## **SUBJECT**

Administration: New Budget 1120 for FY18-19 Economic Development Department of \$5,687.00; and budget transfer from Contingencies of \$5,687.00 to fund FY18-19 expenditures

## **Recommendation:**

Approve the new Economic Development Department budget and approve budget transfer from contingencies

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Budget Director, Auditor's Office

## **ATTACHMENTS**

- [FY18-19 Econom Develop Budget Request.pdf](#)
- [FY18-29 1120 NEW.pdf](#)
- [Budg transfer from Cont to 1120 Econ Dev 05.17.19.pdf](#)




**AMADOR COUNTY  
ADMINISTRATIVE AGENCY**

County Administration Center  
810 Court Street ▪ Jackson, CA 95642-9534  
Telephone: (209) 223-6470  
Facsimile: (209) 257-0619  
Website: www.co.amador.ca.us

May 17, 2019

**MEMORANDUM**

TO: Amador County Board of Supervisors  
FROM: Karen Scaccianoce, Budget Director   
RE: FY18-19 Economic Development Department Budget Request

At the meeting of April 23, 2019, the Board approved the use of existing County staff to carry out the functions of Economic Development for Amador County.

Attached is a department budget worksheet for a new Economic Development Department for Fiscal Year 18-19. The requested budget has two months' worth of salaries and benefits for 10% of the department's appointed staff.

We are requesting to fund the new department with contingencies for the current fiscal year. The total request is for \$5,687.00 increasing the new Economic Development Department, with a decrease from contingency of \$5,687.00. A budget transfer request is included.

Fiscal Year 19-20 budget for Economic Development is included in the total requested budget presented at the Budget Workshop on 5/15/19.

**Recommendation:**

Approve the transfer of \$5,687.00 from Contingencies to Dept. #1120 Economic Development to pay for two months of staff.

COUNTY OF AMADOR  
Financing Uses Detail by Budget Unit  
Fiscal Year 2018-2019

Budget Unit: 1120 Economic Development  
Function: General  
Activity: Legislative & Admin

FINANCING USES CLASSIFICATION	ACTUAL 2016-2017	ACTUAL 2017-2018	REQUESTED* 2018-2019
SALARIES AND EMPLOYEE BENEFITS			
50100 SALARIES AND WAGES	0.00	0.00	4,152.00
50200 DEFERRED COMP COUNTY MATCH	0.00	0.00	20.00
50300 RETIREMENT - EMPLOYER'S SHARE	0.00	0.00	368.00
50304 RETIREMENT-MISC UNFUNDED LIABILITY	0.00	0.00	0.00
50310 FICA/MEDICARE - EMPLOYER'S SHARE	0.00	0.00	318.00
50400 EMPLOYEE GROUP INSURANCE	0.00	0.00	529.00
TOTAL SALARIES/EMPLOYEE BENEFITS	0.00	0.00	5,387.00
SERVICES AND SUPPLIES			
52905 TRAVEL & TRANSPORTATION	0.00	0.00	150.00
52910 MEETINGS AND CONVENTIONS	0.00	0.00	150.00
TOTAL SERVICES AND SUPPLIES	0.00	0.00	300.00
TOTAL - ADMINISTRATIVE OFFICER	0.00	0.00	5,687.00
58900 A87 - COUNTYWIDE COST ALLOC PLAN	0.00	0.00	0.00
GRAND TOTAL - ECONOMIC DEVELOPMENT	0.00	0.00	5,687.00

\* REQUESTED New effective 5/1/19

AMADOR COUNTY  
Financing Sources Detail by Budget Unit  
Fiscal Year 2018-2019

Budget Unit: 1120 Economic Development  
Function: General  
Activity: Legislative & Admin

Revenue	ACTUAL 2016-2017	ACTUAL 2017-2018	REQUESTED 2018-2019
45490 Mandated Costs	0.00	0.00	0.00
47890 Miscellaneous	0.00	0.00	0.00
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>5,687.00</b>
<b>Requested Contribution</b>	<b>0.00</b>	<b>0.00</b>	<b>5,687.00</b>
<b>General Fund Contribution</b>	<b>0.00</b>	<b>0.00</b>	<b>5,687.00</b>
<b>DEPARTMENT REDUCTION</b>			

DEPT #	DEPT	BARG UNIT	PERS CLASS	JOB TITLE	PAY RATE	STEP	2%	OTHER	FTE	BASE HOURS	FTE UNITS	GROSS	UNIFORM	TOTAL	PERS NORMAL COST	PERS MISC PLAN UNFUNDED LIABILITY	FICA/MEDICARE	OTHER PAY	DEFERRED COMP	HEALTH INS 2019	HEALTH '20 EST 5% INC	TOTAL
1120	Economic Development	MGMT	MIS1	GSA Director	13,685.00				0.10	2.00	0.20	2,737.00		2,737.00	243.32		210.53	15.00	10.00		405.49	3,621.34
1120	GSA Support Services	CONF	MIS1	Senior Administrative Analyst	37.59		-	0.07	0.10	348.00	34.80	1,399.70		1,399.70	124.43		107.08		10.00		123.50	1,764.72

**Requested Pay Increases**

									0.20				4,137.00	0.00	4,137.00	368.00	0.00	318.00	15.00	20.00	0.00	529.00	5,386.00
--	--	--	--	--	--	--	--	--	------	--	--	--	----------	------	----------	--------	------	--------	-------	-------	------	--------	----------

**Department Notes for Budget Unit: 1105**

Please provide comments in the space provided below. You may also attach additional documentation. If additional documentation is provided, please ensure to put Budget Name and Unit number at the top. Thank you.

Expenses:

Revenue:

Fixed Assets:

Other Comments:

BD Notes: Request for new Department - 2 months of expenses per CAO Request

**18-19 EXPENDITURE DETAIL  
DEPARTMENT 1120**

**Base Budget      Budget Changes      Requested Budget**

**TRAVEL & TRANSPORTATION**

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Travel	0.00	150.00	150.00
<b>Total</b>	<b>0.00</b>	<b>150.00</b>	<b>150.00</b>

**MEETINGS & CONVENTIONS 52910**

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Meetingings	0.00	150.00	150.00
<b>Total</b>	<b>0.00</b>	<b>150.00</b>	<b>150.00</b>

DATE: 5/28/2019

REQUESTED BY: Chuck Iley DEPARTMENT: County Administrative Office

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1120	50100	\$4,152.00					
1120	50200	\$20.00					
1120	50300	\$368.00					
1120	50310	\$318.00					
1120	50400	\$529.00					
1120	52905	\$150.00					
1120	52910	\$150.00					
7899	59500		\$5,687.00				

**REASON FOR THE REQUEST:**

Requesting creation of Economic Development Department for two months of Fiscal Year 18-19 activity. A transfer from \_\_\_\_\_ contingencies will be used to fund the newly created department for this fiscal year.

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
  - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
  - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
  - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL



# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 28, 2019

## **SUBJECT**

General Services Administration: Budget Transfer Request to Increase to Motor Pool Replacement Fund Budget by \$13,591.31 from the Motor Pool Fund to purchase an unbudgeted fixed asset being one (1) 2020 Ford Explorer, in the amount not to exceed \$40,261.31 to Downtown Ford, utilizing the State of California CMAS contract 1-18-23-23A. This will not have an impact on the General Fund

## **Recommendation:**

Approve Budget Transfer and Authorize the Purchasing Agent to facilitate purchase.

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA, Auditor-Controller

## **ATTACHMENTS**

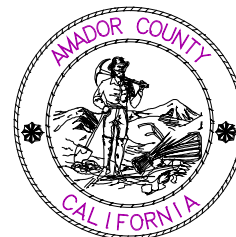
- [Unbudgeted Fixed Asset & MP Budget increase Memo 5.14.19.pdf](#)
- [Undersheriff Memo 5.14.19.pdf](#)
- [CMAS Quote.pdf](#)
- [Budget Transfer Request - Reader Enabled.pdf](#)

# GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*  
Danielle Whitaker, Purchasing Manager *DW*

**DATE:** May 15, 2019

**SUBJECT:** Increase to Motor Pool Replacement Fund Budget & approve purchase of unbudgeted fixed asset

**Background:** The Sheriff's Office would like to add an additional vehicle, a 2020 Ford Explorer, to the Investigations Unit of the Sheriff's Office utilizing state contract pricing (memo from Undersheriff attached). This vehicle was not originally budgeted for in the FY 18-19 budget process and will require a budget transfer from the Motor Pool Vehicle Replacement Fund to the Motor Pool fixed asset line.

The quote (attached) was provided pursuant to the California State Multiple Awards Schedule (CMAS) contract 1-18-23-23A. As a participant, other agencies may take advantage of this contract pricing under CMAS. CMAS satisfies the competitive bidding requirements for California and local agencies.

**Subject or Key Issue:** 1.) Authorize the Purchasing Agent to facilitate the purchase of one (1) 2020 Ford Explorer to be utilized by Amador County Sheriff's Office, in the amount not to exceed \$40,261.31 to Downtown Ford, utilizing the State of California CMAS contract 1-18-23-23A. 2.) Increase to Motor Pool Budget of \$13,591.31.

**Analysis:** \$26,670.00 is the current balance in the Motor Pool fixed asset line, an additional \$13,591.31 is needed to purchase the Ford Explorer for the amount not to exceed \$40,261.31

**Alternatives:** Not purchase the vehicle

**Fiscal or Staffing Impacts:** Increase to Motor Pool Budget \$13,591.31.

**4/5ths vote:** Yes

**Recommendation(s):** 1.) Authorize the Purchasing Agent to facilitate the purchase of one (1) 2020 Ford Explorer, in the amount not to exceed \$40,261.31 to Downtown Ford, utilizing the State of California CMAS contract 1-18-23-23A. 2.) Increase to Motor Pool Budget of \$13,591.31.

c: Chuck Iley, CAO  
file



## INTER-OFFICE MEMORANDUM

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**TO:** JON HOPKINS, GSA DIRECTOR

**FROM:** GARY REDMAN, UNDERSHERIFF 

**SUBJECT:** INVESTIGATIONS

**DATE:** MARCH 14, 2019

**CC:**

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Due to the creation of third lieutenant position within the 2210 budget, I am requesting the purchase new vehicle for investigations. Sergeant Brandon Cone was currently assigned to investigations with Unit 36. Cone will be keeping this unit and it will now be assigned as an Administrative take-home vehicle.

To back fill the loss of that vehicle, I am requesting to add a new vehicle to the fleet and assign it to investigations. I am requesting a Ford Explorer 4x4 XLT package in any color other than white be purchased. Purchase price is not to exceed \$40,000.00. I would like to have GSA purchase this vehicle out of the vehicle replacement fund.

# THIS IS YOUR QUOTE

S050419 855

DOWNTOWN FORD SALES  
 525 N16th Street, Sacramento, CA. 95814  
 916-442-6931 fax 916-491-3138

## QUOTATION

### Customer

Name DANIELLE WHITAKER  
 Address COUNTY OF AMADOR  
 City \_\_\_\_\_  
 Phone VIA EMAIL

Date 5/4/2019  
 REP SANDRA SCOTT  
 Phone 916-442-6931  
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2020 FORD EXPLORER 4X4 STATE OF CALIFORNIA CONTRACT 1-18-23-23A CLIN 2	\$29,814.00	\$29,814.00
1	UPGRADE TO 202A PACKAGE - REQUIRED FOR NAV	\$5,314.00	\$5,314.00
1	DAYTIME RUNNING LAMPS	\$46.00	\$46.00
1	VOICE ACTIVATED NAVIGATION INCLUDED 202A	\$0.00	\$0.00
1	CARGO WELL PROTECTOR	\$103.00	\$103.00
1	REVERSE SENSING SYSTEM INCLUDED	\$0.00	\$0.00
1	EXTRA CARE WARRANTY (NON TAXABLE)	\$1,850.00	\$1,850.00
1	DOC FEE	\$85.00	\$85.00
	<i>silver - color</i>		

### Payment Details

- Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Subtotal	\$37,212.00
Delivery	\$300.00
Taxes <b>7.75%</b>	\$2,740.56
CA Tire Tax	\$8.75
<b>TOTAL</b>	<b>\$40,261.31</b>

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

## BUDGET TRANSFER REQUEST

DATE: 5/15/19

REQUESTED BY: Jon Hopkins

DEPARTMENT: GSA Motor Pool

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	DEPT/FUND #	REVENUE #	INCREASE \$	DECREASE \$
7800	56260	13,591.31		7800	47890		13,591.31

**REASON FOR THE REQUEST:**  
 Purchase of an additional vehicle, a 2020 Ford Explorer, to the investigations unit of the Sheriff's Office by the Motor Pool Replacement fund-Fixed Asset not originally budgeted in FY 18-19  
 Transfer \$13,591.31 from Motor Pool Replacement Fund 28000-101281-7800 to Motor Pool fixed asset line 101280-7800-56260

**PLEASE NOTE:**  
 TRANSFERS BETWEEN OBJECTS – SALARIES & BENEFITS TO SERVICES & SUPPLIES - BOARD OF SUPERVISORS APPROVAL  
 TRANSFERS WITHIN OBJECTS – OFFICE EXPENSE TO TRAVEL – COUNTY ADMINISTRATOR APPROVAL  
 FIXED ASSETS – BOARD OF SUPERVISORS APPROVAL  
 TOTAL DOLLARS BUDGET INCREASE – BOARD OF SUPERVISORS APPROVAL

# Board of Supervisors Agenda Item Report

Submitting Department: Probation

Meeting Date: May 28, 2019

## **SUBJECT**

Probation: Budget Increase Request for Budget #2350-47890 and expenditure lines 2350-52800 and 2350-50100 for the Litter Abatement Program. The request has a net zero effect to the General Fund.

## **Recommendation:**

Approve increase

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Auditor and Probation

## **ATTACHMENTS**

- [Litter Abatement Program Budget Increase.pdf](#)


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**MARK J. BONINI**  
Chief Probation Officer



**DEBBIE SEGALE**  
Deputy Chief Probation Officer

# Memo

**To:** Board of Supervisors  
**From:** Mark J. Bonini, Chief Probation Officer   
**CC:**  
**Date:** May 10, 2019  
**Re:** Budget Transfer Increase

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The Probation Department is working collaboratively with the Waste Management and Recycling Department in the Cal Recycle Project – Litter Abatement Program. The Probation received the revenue on 5-9-19. The revenue will pay for litter abatement supplies and salaries for Fiscal Year 2018/2019.

The budget transfer is attached to this memorandum.

**BUDGET TRANSFER REQUEST**

DATE: May 10, 2019

REQUESTED BY: Mark Bonini 

DEPARTMENT: Probation

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	DEPT/FUND #	REVENUE #	INCREASE \$	DECREASE \$
2350	52800	\$2,556.88		2350	47890	\$5,316.88	
2350	50100	\$2,760.00					

**REASON FOR THE REQUEST:**

The Probation Department is working collaboratively with the Waste Management and Recycling Department in the CalRecycle Project - Litter Abatement Program.  
The Probation Department received the revenue on 5-9-19. The revenue will pay for litter abatement supplies and salaries for Fiscal Year 2018/2019.

**PLEASE NOTE:**

- TRANSFERS BETWEEN OBJECTS – SALARIES & BENEFITS TO SERVICES & SUPPLIES - BOARD OF SUPERVISORS APPROVAL
- TRANSFERS WITHIN OBJECTS – OFFICE EXPENSE TO TRAVEL – COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS – BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE – BOARD OF SUPERVISORS APPROVAL



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 28, 2019

## **SUBJECT**

Board of Supervisors: Resolution honoring Sheila K. Vinson for her many years of service on the Behavioral Health Advisory Board.

## **Recommendation:**

Adopt Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

Sheila Vinson; file

## **ATTACHMENTS**

- [Resolution Sheila Vinson.docx](#)

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

IN THE MATTER OF:

RESOLUTION HONORING SHEILA K. VINSON  
FOR HER MANY YEARS OF DEDICATED SERVICE  
THE BEHAVIORAL HEALTH ADVISORY BOARD

RESOLUTION NO. 19-0xx

WHEREAS, Sheila K. Vinson was born on June 11, 1941 in Nebraska City, Nebraska and grew up in Modesto, California; and

WHEREAS, Sheila graduated Cum Laude from St. Mary's High School in Stockton and later received an AA Degree in Social Science, and was valedictorian for the first graduating class of Folsom Lake College in 2004; and

WHEREAS, Sheila married Richard P. Vinson 45 years ago on September 8, 1973 and has four children, nine grandchildren and five great-grandchildren; and

WHEREAS, she owned and operated Buckhorn Groceries, Pioneer CA.; and

WHEREAS, Sheila organized the Mother Lode Music Festival for 15 years, participated the Sacramento Area Bach Festival and continued to participate in community choirs in Amador County; and

WHEREAS, Sheila has been Active in National Alliance on Mental Health Amador (NAMi), for many years and has served on the Amador County Behavioral Health Advisory Board for two terms since June 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador that said Board does recognize and thank Sheila K. Vinson for her years of service on the Amador County Behavioral Health Advisory Board.

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 28<sup>th</sup> day of May 2019, by the following vote:

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

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Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: May 28, 2019

## **SUBJECT**

Sheriff's Office: Resolution authorizing the County to apply for and accept, if awarded, for FY 19/20 the Boating and Safety Enforcement Financial Aid Program Funding from the California Department of Parks and Recreation, Division of Boating and Waterways in the anticipated amount of \$104, 136.00, and authorization to participate in the program.

## **Recommendation:**

Approve Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

Sheriff's Office

## **ATTACHMENTS**

- [B&WW.pdf](#)
- [Boating Resolution.docx](#)



## INTER-OFFICE MEMORANDUM

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*JM*

**TO: GARY REDMAN, UNDERSHERIFF**  
**FROM: JEREMY MARTIN, LIEUTENANT** *JM*  
**SUBJECT: BOATING AND WATERWAYS CONTRACT**  
**DATE: APRIL 24, 2019**  
**CC:**

---

On April 2, 2019, I received an email from California Boating and Waterways regarding the 2019/2020 contract. The email was addressed to all 58 Counties in California stating they were now requiring specific language to be added in the board resolution or the contract would not be approved. The language they are requesting is pursuant to Harbors and Navigation Code, Section 663.7(e), which states the following:

**The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.**

On April 23, 2019, I was able to make contact with Joanna Andrade with Boating and Waterways, who confirmed our resolution did not have the needed language to be in compliance. Joanna advised a board resolution containing the needed language would have to be done along with a copy of the resolution sent to Boating and Waterways. Joanna provided me a copy of the resolution completed by Sacramento County as a reference which I have attached to this memorandum along with the email requesting the specific language. Joanna also advised the Boating Safety and Enforcement Financial Aid Program Agreement did not need to be resigned; however, I have attached three copies to this memorandum for reference.

<FSzick@co.tulare.ca.us>, Tulare 8 <CFranklin@co.tulare.ca.us>, Tuolumne <JGREEN@co.tuolumne.ca.us>, Tuolumne 1 <eehardt@co.tuolumne.ca.us>, Yolo 1 <sam.machado@yolocounty.org>, Yolo 2 <Selena.Hobbs@yolocounty.org>, Yuba <dgil@co.yuba.ca.us>, Yuba <wanderson@co.yuba.ca.us>, Yuba 2 <dwells@co.yuba.ca.us>, Yuba 3 <dharris@co.yuba.ca.us>, Yuba 5 <rjohnson@co.yuba.ca.us>

Good morning,

Pursuant to Harbors and Navigation Code, Section 663.7 (e), the following language needs to be in your board resolution or it will not be approved.

(e) The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

**If you have already sent me your board resolution and program agreement, please verify that you have the required language. If it does not, you will need to go back to board.**

Please let me know if you have any questions.

Thank you,

*Joanna Andrade*

**California State Parks**

**Division of Boating and Waterways**

**Law Enforcement Unit**

**One Capitol Mall, Suite 500**

**Sacramento, CA 95814**

**916-327-0682**

[Joanna.Andrade@parks.ca.gov](mailto:Joanna.Andrade@parks.ca.gov)





**Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>st</sup> day of July, 2019*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF AMADOR*, hereinafter called "Agency";

**WITNESSETH**

**WHEREAS**, Contingent on approval of the Fiscal Year 2019-2020 budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

**I. Applicable Law**

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

**II. Description of Services**

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

**III. Payments**

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***\$104,136.00*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_monthly **OR** \_\_\_quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

**IV. Records**

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

**V. Notice**

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

***TO DEPARTMENT***

*Ms. Joanna Andrade  
Department of Parks and Recreation  
Division of Boating and Waterways  
One Capitol Mall, Suite 500  
Sacramento, CA 95814*

***TO AGENCY***

*Amador County Sheriff's Department  
700 Court Street  
Jackson, CA 95642*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

**VI. Term**

This agreement shall be for the term beginning **July 1, 2019**, and ending **June 30, 2020**.

**VII. Prior Agreements**

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

**VIII. Amendment**

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

**IX. Termination**

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.



**X. Special Provisions**

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

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

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: \_\_\_\_\_

*California Department of Parks and Recreation,  
Division of Boating and Waterways*

Date: \_\_\_\_\_

“Department”

COUNTY OF AMADOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“Agency”

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

IN THE MATTER OF:

AUTHORIZATION TO APPLY FOR AND ACCEPT,  
IF AWARDED, FISCAL YEAR 2019-2020 BOATING  
SAFETY AND ENFORCEMENT FINANCIAL AID  
PROGRAM FUNDING FROM THE STATE OF  
CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION, DIVISION OF BOATING AND  
WATERWAYS IN THE ANTICIPATED AMOUNT  
OF \$104,136.00, AND AUTHORIZATION TO  
PARTICIPATE IN THE PROGRAM

RESOLUTION NO. 19-0

WHEREAS, funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Amador County; and

WHEREAS, Harbors and Navigation Code Section 663.7 and California Code of Regulations Section 6593 together require that certain assurance be provided as a condition of receiving such financial aid.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Amador County Sheriff, or his designee, is hereby authorized and directed on behalf of the County of Amador, a political subdivision of the State of California, to submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program-related documents, and to do and perform everything necessary to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

Authorization to apply for and accept, if awarded, Fiscal Year 2019-2020 Boating Safety and Enforcement Financial Aid Program Funding in the anticipated amount of \$104,136.00 from the California Department of Parks and Recreation, Division of Boating and Waterways, and authorization to participate in the program.

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 28th day of May 2019, by the following vote:

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

\_\_\_\_\_  
Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: May 28, 2019

## **SUBJECT**

Surveying: Resolution of Intent to Vacate and Set Public Hearing date for a Certificate of Merger and abandonment of a ten-foot (10') wide public utility easement for Carlos A. Roa and Carlos S. Roa, Jr. The property is located southwesterly of the intersection of Village Drive with Duck Creek Road, in the Lake Camanche Village area. Assessor Parcel No.'s 003-511-001 and 003-511-002.

## **Recommendation:**

Adopt the Resolution and set the Public Hearing date.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Set Public Hearing date, send out the notices, return a copy of the Notice and 2 copies of the resolution to Surveying; one set certified.

## **ATTACHMENTS**

- [Roa packet.pdf](#)



# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street  
Jackson, CA 95642-2132  
Telephone: (209) 223-6371

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May 22, 2019

TO: The Honorable Board of Supervisors

FROM: George E. Allen, Interim County Surveyor *G.E.A.*

SUBJECT: Carlos A. Roa & Carlos S. Roa, Jr. – Set Public Hearing date for a Certificate of Merger and abandonment of a 10' wide public utility easement

Dear Board Members:

The subject agenda item is a request to set the Public Hearing date for a Certificate of Merger and abandonment of a ten foot (10') wide public utility easement. It is also a request for approval of a Resolution of Intent to Vacate. The property is located southwesterly of the intersection of Village Drive with Duck Creek Road, in the Lake Camanche Village area. Assessor Parcel No.'s 003-511-001 and 003-511-002.

RECOMMENDATION:

Please adopt the Resolution of Intent to Vacate, set the Public Hearing date, send out the "Notices", and return one copy of the Notice to Surveying.

Requested By:  
**BOARD OF SUPERVISORS**  
When recorded Return to:  
**SURVEYING & ENGINEERING**

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO  
VACATE A PUBLIC UTILITY EASEMENT  
FOR CARLOS ALBERTO ROA, AKA  
CARLOS A. ROA AND CARLOS SEK ROA, JR.,  
AKA CARLOS S. ROA, JR.

RESOLUTION NO. 2019-xxxx

AND SCHEDULING OF PUBLIC HEARING FOR SAME

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to vacate a ten- foot (10') wide public utility easement for Carlos Alberto Roa, aka Carlos A. Roa and Carlos Sek Roa, Jr., aka Carlos S. Roa, Jr.; and

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 3 (commencing with Section 8320) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on xxxx, 2019, at xxxx m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

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 28th day of May, 2019, by the following vote:

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

NOES: None

ABSENT: None

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Chairman, Board of Supervisors

ATTEST:

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

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# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street  
Jackson, CA 95642-2132  
Telephone: (209) 223-6371

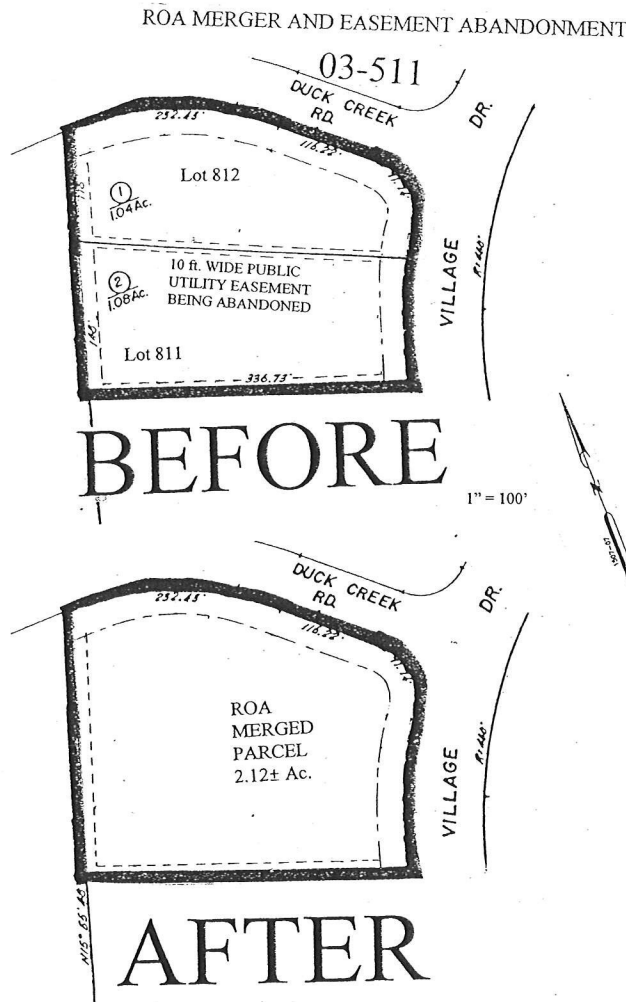
## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Supervisors of the County of Amador, State of California, has received a request for an abandonment of a ten foot (10') wide public utility easement and a Certificate of Merger from Carlos Alberto Roa, aka Carlos A. Roa and Carlos Sek Roa, Jr., aka Carlos S. Roa, Jr. The Merger consists of merging Lot 811 and Lot 812, as said lots are shown and delineated on the map of "Lake Camanche Village Subdivision Unit No. 3-A", filed for record in Book 3 of Subdivision Maps, at pages 37 through 47, all in the Records of Amador County. The Property is located southwesterly of the intersection of Village Drive with Duck Creek Road, in the Lake Camanche Village area. Assessor Parcel No.'s 003-511-001 and 003-511-002.

A Public Hearing to consider said Certificate of Merger will be held at the County Administration Building, 810 Court Street, Jackson, California 95642, on \_\_\_\_\_, at \_\_\_\_\_ or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

If you have any questions, or desire further information, please contact Surveying & Engineering (209) 223-6371.

### AMADOR COUNTY BOARD OF SUPERVISORS





# Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: May 28, 2019

## **SUBJECT**

Behavioral Health: Agreement with California Locums, P.C. to provide temporary psychiatric services to Medi-Cal beneficiaries.

## **Recommendation:**

Approve agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Please return to Angie Grau at Behavioral Health

## **ATTACHMENTS**

- [California Locums, P.C. Memo.pdf](#)
- [California Locums, P.C. Agreement.pdf](#)

# BEHAVIORAL HEALTH DEPARTMENT

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



To: Board of Supervisors  
From: Melissa Cranfill, Behavioral Health Director *mc*  
Date: May 16, 2019  
RE: Agreement with California Locums, P.C.

## Background:

The State of California requires that Medi-cal beneficiaries must have timely access to psychiatric evaluations and psychiatric medication services.

## Key Issue:

In order to meet our obligations to the State for Medi-cal beneficiaries to obtain timely services we must increase our psychiatric staffing.

## Staff analysis:

Amador County Behavioral Health has determined that we must contract with temporary psychiatric services to meet the demand. This contractor provides temporary psychiatric coverage by a licensed M.D.

## Recommendation/Request:

Approve the Agreement with California Locums, P.C.

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and \_ CALIFORNIA LOCUMS, P.C., a California corporation (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 temporary psychiatric coverage through the use of locum tenens 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 temporary psychiatric coverage through the use of locum tenens to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree 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, 2018 through June 30, 2019. 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 three (3) 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, provided that Contractor shall not be responsible for the acts or omissions of any healthcare practitioner.

6.3 Contractor shall present competent personnel using the qualifications provided by County 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 fully responsible to County for the acts and omissions of persons directly employed by Contractor. 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 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. 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 be required to 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. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:
- 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
    - 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
    - 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
    - 11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Consultant has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and

submitted with all other insurance documents).

- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:**

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be

endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Consultant shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.**
- 11.7 Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. 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, 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; and damage to any property, regardless of where located, including the property of County.

### 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 seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.
- 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.

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

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 Health Services Department,  
Behavioral Health Division  
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

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

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: CALIFORNIA LOCUMS, P.C., a California corporation  
2655 Northwinds Parkway  
Alpharetta, GA 30009

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

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

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

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 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.
  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:  
CALIFORNIA LOCUMS, P.C., a California  
corporation

BY: \_\_\_\_\_

Brian Oneto  
Board of Supervisors

BY:  \_\_\_\_\_

Kevin Thill  
Vice-President Psychiatry

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

Contractor shall provide services under this Agreement as follows:

1. Use its best efforts to furnish physicians who meet County's requirements, and work schedule as stipulated by County, as requested.
2. Provide references, education, licensing, certificate of malpractice insurance, and credentialing information on each physician assigned. Compensate and coordinate efforts with credentialing agency, to ensure physician is credentialed prior to placement at County's facility. Failure of physician to obtain credentialing prior to placement may result in cancellation of assignment.
3. Verify or obtain California licensure as a physician and surgeon, Federal DEA number and National Provider Identifier (NPI), as necessary.
4. Provide local transportation and housing to physicians without assistance by County.
5. Contractor will only refer physicians who shall be required to engage in a performance of services that shall not violate and shall be consistent with the County's Code of Ethics to include principles of confidentiality, responsibility towards clients, responsibility to County staff, principle of non-exploitation, and principle of quality service. Prior to assignment, physicians assigned by Contractor shall be expected to be familiar with the County Harassment Policy [No. 2-100] and Alcohol Free and Drug Free Workplace Policy [No. 2-300], a copy of which will be provided to Contractor.
6. Contractor understands that County may be provided physicians by more than one locum tenens company. County shall contract with and pay the company that presents a physician first. Contractor may be required to show evidence and/or documentation that the physician who is referred to County is aware that Contractor or Subcontractor is the referring source.
7. Contractor shall be responsible for conducting reference, criminal and social security background checks on physicians prior to actual assignment at County. Background information will also include verification that physicians are not listed in any of the following:
  - 7.1 HHS Office of the Inspector General List of Excluded Individuals/Entities (LEIE) report reflecting individuals excluded from federal health care programs.
  - 7.2 Excluded Parties/Department List reflecting individuals debarred or excluded from participation in federal procurement and non-procurement programs.
  - 7.3 State Medi-Cal Suspended and Ineligible Provider List.

8. If requested by County, Contractor shall require that physicians provide all documentation and certifications necessary to become an enrolled provider under the Federal Medicare program and all other payor sources of County, including, but not limited to, the CMS 8551 Application for Individual Health Care Practitioners and the CMS 855 R Application for Individual Health Care Practitioners to Reassign Medicare Benefits. Contractor's physician shall reassign all benefits received for services rendered to County's patients to County. Contractor shall notify County upon becoming aware of any change in provider status, including loss of federal provider status, exclusions by Medicare/Medicaid, or changes to income status.
  
9. If, in the sole discretion of County, any physician assigned by Contractor is incompetent, negligent, or has engaged in misconduct, County may require such physician to leave its premises and shall inform Contractor of this action immediately. County's obligation to compensate Contractor for said services shall be limited to the hours actually worked by the physician and County shall have no further obligation with respect to such assignment.

## ATTACHMENT B – FEE SCHEDULE

1. Contractor shall be compensated for the services at the following rate ranges which shall be negotiated between Contractor and County at the time a physician is presented under this Agreement as follows:

Specialty:	Psychiatry All Ages	Psychiatric Nurse Practitioner
Regular Rate Per Hour: All Inclusive	\$190-\$200	\$100-\$130
Overtime Rate (Hourly; applies when work week exceeds Forty (40) hours or for time worked while on beeper call)	\$195	\$180
Weekday On-Call	\$225	\$200
Weekend Day (24 hrs) / Holiday On-Call (All hours worked are considered overtime)	\$1000	\$800
Malpractice Hourly Rate	\$2.25	n/a
Per Diem (Per Booked Day):	\$50	n/a

2. The Weekend/Holiday On-call Rate includes up to two hours of rounds or clinic work to be performed by physician on each day of the weekend or holiday. Should rounds or clinic work take in excess of two hours to perform or the physician is called back to County's facility by County after rounds or clinic work, County will pay for the additional time at the Overtime Rate (applied in quarter hour increments).
3. Contractor will waive the permanent/recruitment fee if a locum tenens provider accepts a permanent position with County after a consecutive six (6) month period of providing California Locums coverage. A Recruitment Fee of \$20,000 shall be due and payable by County for (i) any physician introduced by Contractor who accepts a permanent position with County within a six month period of the introduction by Contractor and (ii) any physician introduced by Contractor who accepts a permanent position with County within a six month period of the termination of the last day provider works in County's facility on a placement by Contractor. The Recruitment Fee shall be paid as follows: 25% the first day they work, the remainder after 30 days of work.
4. The total amount of Agreement shall not exceed \$150,000.00 during the term of this Agreement.
5. Contractor shall periodically submit a written invoice identifying the name of the individual performing services, the date services were performed, a description of the services, and the total charge for the services.



6. In the event Contractor claims or receives 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.

**C. WARRANT**

County represents and warrants that it is not under investigation, discipline or probation/restriction of any type by any State or Federal regulatory agency, including, but not limited to, HCFA or OIG.

**D. FUNDING**

If, during the time which this Agreement is in effect, funds are not allocated to County or Behavioral Health and Recovery Services, sufficient to allow for a continuation of this Agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Contractor except any amounts already owed and not yet paid. Contractor shall have no further obligation to County.

**ATTACHMENT C – ALCOHOL POLICY**

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

The undersigned, authorized signatory for CALIFORNIA LOCUMS, P.C., a California corporation (the “Contractor”), certifies as follows:

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

Federal I.D. No. or Social Security No: \_\_\_\_\_ 582535465 \_\_\_\_\_

Printed Name: \_\_\_\_\_ Kevin Thill \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Vice-President Psychiatry \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of \_\_\_\_\_, 2019, made and entered into by and between the County of Amador and CALIFORNIA LOCUMS, P.C., a California corporation (the “Contractor”).

### RECITALS

A. Amador County has entered into the Agreement whereby CALIFORNIA LOCUMS, P.C., a California corporation (“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
  - l. 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.

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")

CALIFORNIA LOCUMS, P.C., a California  
corporation ("Contractor")

By: Melissa Cranfill, LCSW  
Melissa Cranfill  
Director of Behavioral Health Department

BY: Kevin Thill  
KEVIN THILL  
Vice President, Psychiatry

Date: 4/24/19

Date: 4.19.19



# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 28, 2019

## **SUBJECT**

General Services Administration: Assignment and Assumption of Ground Lease Hangar #97

## **Recommendation:**

Approve the Assignment and Assumption of Lease between the County and Ronald V. Hartje and Sheila Fay Hughes-Hartje.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Jon Hopkins - GSA, Auditor-Controller

## **ATTACHMENTS**

- [Hopkins Memo 5.20.19.pdf](#)
- [Assignment & Assumption of Lease 5.20.19.pdf](#)

# GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** May 20, 2019

**SUBJECT:** Assignment and Assumption of Ground Lease Hangar #97

**Background:** The County over the years has entered in to ground leases with private individuals for the construction and ownership of private storage hangars. This practice started many years ago in an effort to allow the demand for hangars to be met. When this practice began, the County did not have nor wish to borrow funds to construct additional hangars. The airport is still offering ground space for construction of private storage hangars.

**Subject or Key Issue:** The County's choice in this matter is to purchase the hangar and therefore terminating the current ground lease, or approve the Assignment and Assumption of Lease.

**Analysis:** If the County were to purchase the hangar it would take 144.5 months to begin to see an increase in revenue, \$249.65 monthly rental income, less \$55.89 ground lease rate that would terminate, allows \$193.76 per month to offset the initial \$28,000.00 purchase price.

**Alternatives:** N/A

**Fiscal or Staffing Impacts:** A loan of \$28,000.00 would need to be secured to purchase this hangar. A loan could be applied for through Caltrans Division of Aeronautics at a rate of 2.33% approximately, or County sources. Caltrans will only allow a seven (7) year payback on a loan of this amount.

**4/5ths vote:** N/A

**Recommendation(s):** Approve the Assignment and Assumption of Lease between the County and Ronald V. Hartje and Sheila Fay Hughes-Hartje.

Discussion and possible action

c: Chuck Iley, CAO  
file

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of \_\_\_\_\_, 2019 by and between Alan McDonald("Original Lessee") and Ronald V. Hartje and Sheila Fay Hughes-Hartje (collectively "Successor Lessees").

R E C I T A L S

A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated July 31, 2001 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.

B. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessees, and Successor Lessees desire to assume the duties and obligations of Original Lessee under the Lease.

NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:

1. Original Lessee hereby assigns and transfers to Successor Lessees all of Original Lessee's right, title and interest in and to the Lease.

2. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.

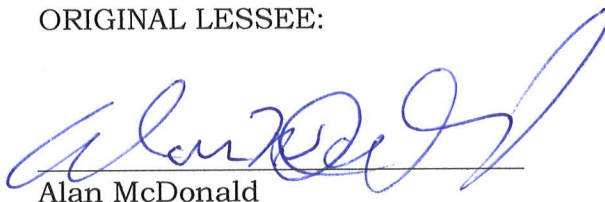
3. Successor Lessees accept the foregoing assignment and assume all of the duties, obligations and responsibilities of Original Lessee under the Lease jointly and severally.

4. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, Original Lessee and Successor Lessees have executed this Assignment as of the date set forth opposite their signatures below.

ORIGINAL LESSEE:

Date: 5/17/19, 2019

  
Alan McDonald

SUCCESSOR LESSEES:

Date: 5/19/19, 2019

Ronald V. Hartje  
Ronald V. Hartje

Date: 5/19/2019, 2019

Sheila Fay Hughes-Hartje  
Sheila Fay Hughes-Hartje

CONSENT BY COUNTY OF AMADOR

County of Amador hereby consents to the above assignment of the Lease by Original Lessee to Successor Lessees, effective as of the date set forth below. This consent in no way releases Original Lessee from any obligation to be performed by Original Lessee under this Lease, whether occurring before or after such assignment.

Dated: \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
Brian Oneto  
Chairman, Board of Supervisors

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: May 28, 2019

## **SUBJECT**

General Services Administration: Resolution and CAL FIRE's Cooperative Fire Programs Protection Reimbursement Agreement for a three (3) year term

## **Recommendation:**

Approve the CAL FIRE Agreement and Resolution.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Jon Hopkins - GSA, Auditor-Controller

## **ATTACHMENTS**

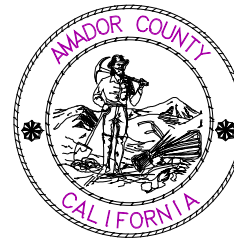
- [Calfire Contract Memo 5.20.19.pdf](#)
- [Resolution for Cal fire Agreement 5.20.19.pdf](#)
- [Amador County #2CA04393 Reimbursement Agreement 5.20.19.pdf](#)
- [Amador Fiscal Sheet County Dispatch Services FY19-20 5.20.19.xlsx](#)
- [Amador Fiscal Sheet Buena Fire Department Wildland Staffing FY19-20.xlsx](#)
- [Amador Fiscal Sheet Buena Fire Department ALS Staffing FY19-20 \(003\).xlsx](#)

# GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *Hop*

**DATE:** May 20, 2019

**SUBJECT:** CAL FIRE Agreement

Attached is CAL FIRE's Cooperative Fire Programs Protection Reimbursement Agreement that was reviewed by County Counsel and the CAO and recommended to be placed on the Board's consent agenda for approval. This is a new agreement with a three (3) year term that maintains those provisions made in the previous agreement for dispatching services and wildland and non-wildland mitigation services as outlined in the Intergovernmental Service Agreement (ISA) between the County and Buena Vista Rancheria of Me-Wuk Indians.

Increases in costs are due primarily to contract negotiations with State employees and adjustments to social security, administrative costs and retirement benefits. During the 2013 through 2016 agreement cycle the administrative percentage charge was 11.49%; the current agreement increased to 12.79% and this agreement cycle (FY's 19/20-21/22) has decreased slightly to 11.69%. The agreement and fiscal spreadsheets are attached outlining the estimated costs for all three (3) fiscal years including Buena Vista Rancheria wildland and ALS staffing costs. Based on previous trends the County typically does not reach the total contract amount for its dispatching services. For example, FY 18/19 agreement total was \$298,405.00, yet it is estimated the County will only utilize \$192,600.00 in dispatch services amounting to an approximate 35% decrease. In comparison, for FY 14/15 the County utilized \$217,194.49 in services. In addition, in fiscal years where CAL FIRE exceeds its listed contracted amount, the County only pays the listed contracted amount.

Attached for reference is a Draft Resolution, CAL FIRE's Agreement and fiscal sheets.

**Recommendation:** Approve the CAL FIRE Agreement and Resolution.

cc: Chuck Iley, County Administration Officer  
file

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

**IN THE MATTER OF:**

<b>RESOLUTION APPROVING CALIFORNIA DEPT. OF FORESTRY COOPERATIVE FIRE PROTECTION AGREEMENT FOR FIRE PROTECTION SERVICES WITH AMADOR COUNTY</b>	) ) ) )	<b>RESOLUTION NO. 19-XXX</b>
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**BE IT RESOLVED** by the Amador County Board of Supervisors, State of California that said Board does hereby approve the Cooperative Fire Protection Reimbursement Agreement No. 2CA04393 with California Department of Forestry and Fire protection (CALFIRE). This agreement provides fire protection services pursuant to the terms and conditions contained therein for the period of July 1, 2019 to June 30, 2022 in an amount not to exceed \$16,736,355.00; and

**BE IT RESOLVED** that the Board of Supervisors of Amador County hereby authorizes the Chairman of said Board, or in his absence the Vice Chairman of the Board of Supervisors 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 Amador County at a regular meeting held thereof on the 11th day of June 2019 by the following vote:

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

**NOTES:**       **None**

**ABSENT:**      **None**

**Chairman, Board of Supervisors**

**ATTEST:**

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

**COOPERATIVE FIRE PROGRAMS  
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2017

AGREEMENT NUMBER	<b>2CA04393</b>
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Amador County

2. The term of this Agreement is: July 1, 2019 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 16,736,355.00  
Sixteen million, seven hundred thirty six thousand, three hundred fifty five dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	9	pages
Exhibit E – Description of Other Services	0	pages

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**LOCAL AGENCY**

*California Department of General  
Services Use Only*

LOCAL AGENCY'S NAME

Amador County

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

810 Court Street  
Jackson, CA 95642

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460



**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Amador El Dorado Unit	Local Agency:	Amador County
Name:	Scott Lindgren	Name:	Chick Iley
Phone:	(530) 644-2345	Phone:	(209) 223-6470
Fax:	(530) 647-5276	Fax:	(209) 257-0619

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Scott Lindgren	Local Agency:	Chuck Iley
Section/Unit:	Amador El Dorado Unit	Section/Unit:	Amador County
Attention:	Erich Schwab	Attention:	County Administrative Officer
Address:	2840 Mt. Danaher Rd Camino, CA 95709	Address:	810 Court Street Jackson CA 95642
Phone:	(209) 296-7591	Phone:	(209) 223-6470
Fax:	(209) 296-7855	Fax:	(209) 257-0619

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

**EXHIBIT A**  
**SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

**1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

## **2. ADMINISTRATION**

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

### **4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

### **5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
  - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

**2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

**3. BUDGET CONTINGENCY CLAUSE**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
  6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
  7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
  8. **TERMINATION FOR CAUSE/CANCELLATION:**
    - A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.



B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

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

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

**EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

**EXHIBIT E**  
**DESCRIPTION OF OTHER SERVICES**

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## Directions

### 1. Year 1 PS Fiscal Sheet

- a. Fill in the Fiscal Year, Index, PCA, PRC, and any comments in the upper left hand corner of sheet
- b. Fill in Contract Name, Contract Number, and Page Number on upper right hand corner
- c. Fill in Unit and Unit Chief
- d. Choose the appropriate classification from the drop down box, then add number of positions, the contracted period, and salary months. The other cells will auto-populate with the correct costs.
- e. Add any associated differentials. Choose the number of differentials, retirement code, period and salary months. Each unique classification and the associated differentials will have their own set of rows.
- f. Add overtime, if applicable. Choose a retirement code and add total overtime per classification under total salary (leave salary rate blank). The benefits will compute automatically.
- g. Follow steps a-f for each unique classification

### 2. Year 1 OE Fiscal Sheet

- a. Choose category of O and E. Add details if applicable
- b. Choose number, months, and rate. The benefits and totals will compute automatically. Some O and E categories generate an automatic rate on the sheet.

Unit: AEU

Agreement Total	\$16,736,355
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Contract Name: AMADOR COUNTY

Contract No.: 2CA04393

Page No.: 17

Fiscal Year 19/20	
Dispatch PS	\$251,706
Dispatch OE	\$6,232
Buena Vista ALS PS	\$4,489,793
Buena Vista ALS OE	\$48,270
Buena Vista Wildland PS	\$508,851
Buena Vista Wildland OE	\$7,039

TOTAL	\$5,311,892
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Fiscal Year 20/21 (+5%)	
Dispatch PS	\$264,292
Dispatch OE	\$6,232
Buena Vista ALS PS	\$4,714,283
Buena Vista ALS OE	\$48,270
Buena Vista Wildland PS	\$534,294
Buena Vista Wildland OE	\$7,039

TOTAL	\$5,574,410
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Fiscal Year 21/22 (+5%)	
Dispatch PS	\$277,506
Dispatch OE	\$6,232
Buena Vista ALS PS	\$4,949,997
Buena Vista ALS OE	\$48,270
Buena Vista Wildland PS	\$561,008
Buena Vista Wildland OE	\$7,039

TOTAL	\$5,850,053
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<b>Fiscal Year:</b> 2019	<b>Unit:</b> AEU	<b>Sub Total</b>	<b>\$225,362</b>	<b>Contract Name:</b> AMADOR COUNTY
<b>Index:</b> 2700		<b>Admin</b>	<b>\$26,345</b>	
<b>PCA</b> 27710		<b>Total</b>	<b>\$251,706</b>	
<b>PRC:</b> 4142				
<b>Comments</b> Amador County Dispatch Services		<b>Overtime Total:</b> \$0		<b>Contract No.:</b> 2CA04393
				<b>Page No.:</b> 18

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between Amador County and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Scott Lindgren
CAL FIRE Region Chief	Mike Bradley

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Communications Operator, Range B	SAF		12	\$5,499	\$131,976	\$0	0	\$0	\$89,889	\$0	\$0	\$221,865	\$225,362
2	Night-Shift Pay Differential	SAF		12	\$87	\$2,080			\$0	\$1,417		\$0	\$3,497	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
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					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

Fiscal Year: 2019		Unit: AEU		Sub Total		\$225,362		Contract Name: AMADOR COUNTY					
Index: 2700				Admin		\$26,345		Contract No.: 2CA04393					
PCA 27710				Total		\$251,706		Page No.: 18					
PRC: 4142													
Comments Amador County Dispatch Services				Overtime Total:		\$0							
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
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				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
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	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
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	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
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	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
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	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
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				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0



## Directions

### 1. Year 1 PS Fiscal Sheet

- a. Fill in the Fiscal Year, Index, PCA, PRC, and any comments in the upper left hand corner of sheet
- b. Fill in Contract Name, Contract Number, and Page Number on upper right hand corner
- c. Fill in Unit and Unit Chief
- d. Choose the appropriate classification from the drop down box, then add number of positions, the contracted period, and salary months. The other cells will auto-populate with the correct costs.
- e. Add any associated differentials. Choose the number of differentials, retirement code, period and salary months. Each unique classification and the associated differentials will have their own set of rows.
- f. Add overtime, if applicable. Choose a retirement code and add total overtime per classification under total salary (leave salary rate blank). The benefits will compute automatically.
- g. Follow steps a-f for each unique classification

### 2. Year 1 OE Fiscal Sheet

- a. Choose category of O and E. Add details if applicable
- b. Choose number, months, and rate. The benefits and totals will compute automatically. Some O and E categories generate an automatic rate on the sheet.

<b>Fiscal Year:</b> 2019	<b>Unit:</b> AEU	<b>Sub Total</b>	<b>\$455,592</b>	<b>Contract Name:</b> AMADOR COUNTY
<b>Index:</b> 2700		<b>Admin</b>	<b>\$53,259</b>	
<b>PCA</b> 27712		<b>Total</b>	<b>\$508,851</b>	
<b>PRC:</b> 4142				
<b>Comments</b> Buena Fire Department Wildland Staffing		<b>Overtime Total:</b> \$20,000		<b>Contract No.:</b> 2CA04393
				<b>Page No.:</b> 22

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between Amador County, and The California Department of Forestry and Fire Protection (CAL FIRE)	<b>CAL FIRE Unit Chief</b>	Scott Lindgren
	<b>CAL FIRE Region Chief</b>	Mike Bradley

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
5	Fire Fighter II	POF		7	\$4,484	\$156,940	\$2,482	7	\$86,870	\$144,134	\$0	\$47,648	\$435,592	\$435,592
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$20,000
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
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	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
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					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	\$0

Fiscal Year: 2019		Unit: AEU		Sub Total		\$455,592		Contract Name:		AMADOR COUNTY			
Index: 2700				Admin		\$53,259		Contract No.:		2CA04393			
PCA 27712				Total		\$508,851		Page No.:		22			
PRC: 4142													
Comments Buena Fire Department Wildland Staffing				Overtime Total:		\$20,000							
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	\$0
	Overtime			\$0	\$0			\$0	\$0		\$0	\$0	\$0





## Directions

### 1. Year 1 PS Fiscal Sheet

- a. Fill in the Fiscal Year, Index, PCA, PRC, and any comments in the upper left hand corner of sheet
- b. Fill in Contract Name, Contract Number, and Page Number on upper right hand corner
- c. Fill in Unit and Unit Chief
- d. Choose the appropriate classification from the drop down box, then add number of positions, the contracted period, and salary months. The other cells will auto-populate with the correct costs.
- e. Add any associated differentials. Choose the number of differentials, retirement code, period and salary months. Each unique classification and the associated differentials will have their own set of rows.
- f. Add overtime, if applicable. Choose a retirement code and add total overtime per classification under total salary (leave salary rate blank). The benefits will compute automatically.
- g. Follow steps a-f for each unique classification

### 2. Year 1 OE Fiscal Sheet

- a. Choose category of O and E. Add details if applicable
- b. Choose number, months, and rate. The benefits and totals will compute automatically. Some O and E categories generate an automatic rate on the sheet.

<b>Fiscal Year:</b> 2019	<b>Unit:</b> AEU	<b>Sub Total</b>	<b>\$4,019,870</b>	<b>Contract Name:</b> AMADOR COUNTY
<b>Index:</b> 2700		<b>Admin</b>	<b>\$469,923</b>	
<b>PCA</b> 27713		<b>Total</b>	<b>\$4,489,793</b>	
<b>PRC:</b> 4142				
<b>Comments</b> Buena Vista Fire Department ALS Engine Staffing		<b>Overtime Total:</b> \$100,000		<b>Contract No.:</b> 2CA04393
				<b>Page No.:</b> 20

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between "Amador County" and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Scott Lindgren
CAL FIRE Region Chief	Mike Bradley

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
2	Battalion Chief (Nonsupervisory)	POF		12	\$6,509	\$156,216	\$3,586	12	\$86,064	\$143,469	\$0	\$47,206	\$432,955	\$447,939
2	Longevity Pay Differential - 5%	POF		12	\$0	\$7,811			\$0	\$7,173		\$0	\$14,984	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
3	Fire Captain (Paramedic)	POF		12	\$5,973	\$215,028	\$3,549	12	\$127,764	\$197,482	\$0	\$70,079	\$610,352	\$657,733
3	Paramedic Recruitment and Retention - 500	POF		12	\$500	\$18,000			\$0	\$8,755		\$0	\$26,755	
3	Longevity Pay Differential - 5%	POF		12	\$0	\$10,751			\$0	\$9,874		\$0	\$20,625	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
7	Fire Apparatus Engineer (Paramedic)	POF		12	\$5,580	\$468,720	\$3,194	12	\$268,296	\$430,472	\$0	\$147,160	\$1,314,649	\$1,358,349
7	Paramedic Recruitment and Retention - 350	POF		12	\$350	\$29,400			\$0	\$14,300		\$0	\$43,700	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
8	Fire Fighter II (Paramedic)	POF		12	\$4,797	\$460,512	\$2,907	12	\$279,072	\$422,934	\$0	\$153,071	\$1,315,589	\$1,370,839
8	Paramedic Recruitment and Retention - 300	POF		12	\$300	\$28,800			\$0	\$26,450		\$0	\$55,250	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$100,000
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$100,000			\$0	\$0		\$0	\$100,000	
1	Office Technician	MIS		12	\$3,935	\$47,220	\$0	0	\$0	\$37,790	\$0	\$0	\$85,010	\$85,010
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime				\$0	\$0			\$0	\$0		\$0	\$0	

<b>Fiscal Year:</b> 2019	<b>Unit:</b> AEU	<b>Sub Total</b>	<b>\$4,019,870</b>	<b>Contract Name:</b> AMADOR COUNTY									
<b>Index:</b> 2700		<b>Admin</b>	<b>\$469,923</b>	<b>Contract No.:</b> 2CA04393									
<b>PCA</b> 27713		<b>Total</b>	<b>\$4,489,793</b>	<b>Page No.:</b> 20									
<b>PRC:</b> 4142													
<b>Comments</b> Buena Vista Fire Department ALS Engine Staffing	<b>Overtime Total:</b> \$100,000												
		\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
	Overtime	\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
	Overtime	\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
	Overtime	\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
	Overtime	\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
		\$0	\$0			\$0	\$0			\$0	\$0		\$0
	Overtime	\$0	\$0			\$0	\$0			\$0	\$0		\$0



# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: May 28, 2019

## **SUBJECT**

Human Resources: Side letter agreement with Probation Officer's Association extending the agreement through September 30, 2020.

## **Recommendation:**

Approve the side letter agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Human Resources, Auditor - Payroll, POA - James King

## **ATTACHMENTS**

- [Board of Supervisors 52819 agenda POA side letter.pdf](#)
- [POA Side Letter.pdf](#)

# HUMAN RESOURCES DEPARTMENT

**Judy Dias, Director**

Staff: Lisa Hopkins, Risk Manager ♦ Lisa Gaebe, Benefits ♦ Sarah Duarte, Recruitment

Amador County Administration Center  
810 Court Street, Jackson, CA 95642  
Telephone (209) 223-6456 ♦ FAX (209) 223-6426  
[www.amadorgov.org](http://www.amadorgov.org)



TO: Board of Supervisors

May 22, 2019

FROM: Judy Dias, Human Resources Director

SUBJECT: May 28, 2019 Agenda Item: POA side letter

This is to request that the Board consider for their May 28, 2019 Agenda approval of the side letter with the Probation Officers' Association (POA). This document extends the current Memorandum of Understanding (MOU) with POA for another year, through September 30, 2020. The Association ratified their agreement at a recent membership meeting. A salary increase of 2 (two) per cent would be effective for the membership on October 1, 2019.

Execution of this request would finalize discussions between the County and the Association. No further formal discussion on the overall MOU would be required for the upcoming contract year.

The consequence of not approving this action would be that the side letter would not be ratified, and further bargaining would need to occur.

Cc: Chuck Iley

## Side Letter of Agreement

### I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the County of Amador (hereinafter referred to as the “County”) and the Amador County Probation Officers Association (hereinafter referred to as the “Association”).

### II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain County employees within the Probation Officers Association. The terms set forth below amend the existing MOU. The Parties agree as follows:

### III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix B, attached hereto and referred to below, will replace the existing appendix B in its entirety. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.
- B. Section 25, sub-section 25.4 of the MOU is hereby amended to read as follows:

“Effective January 1, 2018, the County will increase the County’s monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2019, the County will increase the County’s monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

***Effective January 1, 2020, the County will increase the County’s monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.***



Any premium due for County medical, dental or vision insurance in excess of the County cafeteria plan contribution specified above shall be deducted from the employee's paycheck, if the check is sufficient to pay the excess premium. Such deduction shall be made on a pretax basis to the extent permitted by law. If the paycheck is insufficient to pay the excess premium due, the employee must timely submit the amount of the excess premium to the County Benefits Administration."

C. Section 25, sub-section 25.13 of the MOU is hereby amended to read as follows:

"Effective 10/1/17, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contribution are first permissible, the County will contribute fifty dollars (\$50) per month to the Section 457 deferred compensation account of each employee who contributes at last fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the ~~county~~County match will no longer apply. This subsection will expire and have no further effect at the close of business on September 30, ~~2019~~2020."

D. Section 26, sub-section 26.12 of the MOU is hereby amended to read as follows:

"The wage schedule in the attached Appendix B, governing base wage rates, reflects a base wage rate increase of two percent (2%) of September 30, 2017 base wage rates, effective October 1, 2017. It ~~further~~ reflects an additional base wage rate increase of one percent ~~percent~~ (1.0%) of September 30, 2018 base wage rates, effective October 1, 2018. ***It further reflects an additional base wage rate increase of two percent (2%) of September 20, 2019 base wage rates, effective October 1, 2019.***"

#### IV. General Provisions

- A. Upon adoption of this Side Letter of Agreement by the County Board of Supervisors, the Parties' respective duty to meet and confer over wage increases, effective October 1, 2017, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.
- B. This Side Letter will take effect immediately upon approval by the County Board of Supervisors.
- C. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on \_\_\_\_\_, 2019.

COUNTY OF AMADOR, CALIFORNIA:

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

PROBATION OFFICERS ASSOCIATION:

By: \_\_\_\_\_  
President, Probation Officers Association



**PROBATION ASSOCIATION  
CLASSIFICATIONS AND WAGES  
2% Wage Increase**

Effective 10-01-2019

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
	<b>SAFETY POSITIONS</b>									
1861	Deputy Probation Officer I	23.19	24.35	25.57	26.85	28.19	28.89	29.61	30.35	C
2347	Deputy Probation Officer II	28.05	29.45	30.93	32.47	34.09	34.95	35.82	36.72	C
2751	Deputy Probation Officer III	32.09	33.69	35.38	37.15	39.01	39.98	40.98	42.00	C
3070	Probation Unit Supervisor	35.28	37.04	38.90	40.84	42.88	43.96	45.05	46.18	C

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: May 28, 2019

## **SUBJECT**

Human Resources: Side letter agreement for Sheriff's Office Association extending the contract through September 30, 2020.

## **Recommendation:**

Approve the side letter agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Human Resources, Auditor - payroll, SOA - Jordan Jensen

## **ATTACHMENTS**

- [Board of Supervisors 52819 agenda SOA side letter.pdf](#)
- [SOA Side Letter.pdf](#)

# HUMAN RESOURCES DEPARTMENT

## Judy Dias, Director

Staff: Lisa Hopkins, Risk Manager ♦ Lisa Gaebe, Benefits ♦ Sarah Duarte, Recruitment

Amador County Administration Center  
810 Court Street, Jackson, CA 95642  
Telephone (209) 223-6456 ♦ FAX (209) 223-6426  
[www.amadorgov.org](http://www.amadorgov.org)



TO: Board of Supervisors

May 22, 2019

FROM: Judy Dias, Human Resources Director

SUBJECT: May 28, 2019 Agenda Item: SOA side letter

This is to request that the Board consider for their May 28, 2019 Agenda approval of the side letter with the Sheriffs' Office Association (SOA). This document extends the current Memorandum of Understanding (MOU) with SOA for another year, through September 30, 2020. The Association ratified their agreement at a recent membership meeting. A salary increase of 2 (two) per cent would be effective for the membership on October 1, 2019.

Execution of this request would finalize discussions between the County and the Association. No further formal discussion on the overall MOU would be required for the upcoming contract year.

The consequence of not approving this action would be that the side letter would not be ratified, and further bargaining would need to occur.

Cc: Chuck Iley

## Side Letter of Agreement

### I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and the Sheriff's Office Association (hereinafter referred to as the "Association").

### II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Sheriff's Office Association. The terms set forth below amend the existing MOU. The Parties agree as follows:

### III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix B, attached hereto and referred to below, will replace the existing appendix B in its entirety. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.

B. Section 23, sub-section 23.8 of the MOU is hereby amended to read as follows:

"For Calendar years 2018 *and 2019* only, an employee may elect to convert up to twenty-four (24) hours of accumulated vacation to a cash payment at the employee's base hourly rate of pay for each such hours so converted, payable in October 2019 *and October 2020 respectively*. Upon payment of the hours converted by the employee, the County will simultaneously reduce the employee's vacation balance by the corresponding number of hours. To qualify for the foregoing conversion option, the employee must make the election in writing, irrevocably, on a form provided d by the County's Human Resources Department. Such election must be made, and the form completed and delivered to the Human Resources Department in the month of October, 2018 *for payment in 2019, and in the month of October 2019 for payment in 2020*. An employee may not receive a cash out of vacation under this provision if and to the extent that it would reduce the employee's vacation balance below *forty* (40) hours at the time the payment is made. Payment on an election for a cash out that would violate the *forty* (40) hour requirement will be reduced to the extent necessary to conform to the forty (40) hour minimum balance requirement."

C. Section 25, sub-section 25.4 of the MOU is hereby amended to read as follows:

"Effective January 1, 2018, the County will increase the County's monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2019, the County will increase the County's monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

***Effective January 1, 2020, the County will increase the County's monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.***

Any premium due for County medical, dental or vision insurance in excess of the County cafeteria plan contribution specified above shall be deducted from the employee's paycheck, if the check is sufficient to pay the excess premium. Such deduction shall be made on a pretax basis to the extent permitted by law. If the paycheck is insufficient to pay the excess premium due, the employee must timely submit the amount of the excess premium to the County Benefits Administration."

D. Section 26, sub-section 26.12 of the MOU is hereby amended to read as follows:

***"The wage schedule in the attached Appendix B, governing base wage rates, reflects a base wage rate increase of two percent (2%) of September 30, 2017 base wage rates, effective October 1, 2017. It ~~further~~ reflects an additional base wage rate increase of one percent ~~percent~~ (1.0%) of September 30, 2018 base wage rates, effective October 1, 2018. ***It further reflects an additional base wage rate increase of two percent (2%) of September 30, 2019 base wage rates, effective October 1, 2019.***"***

E. New Section 24, sub-section 24.28 of the MOU is hereby added to read as follows:

***"Any vacation leave, sick leave, or holiday leave taken by an employee during a work week shall count as work time for the purpose of determining whether or not time worked in addition to forty (40) hours during that work week should be compensated at overtime rates."***

#### IV. General Provisions

A. Upon adoption of this Side Letter of Agreement by the County Board of Supervisors, the Parties' respective duty to meet and confer over wage increases, effective October 1, 2017, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.

B. This Side Letter will take effect immediately upon approval by the County Board of Supervisors.

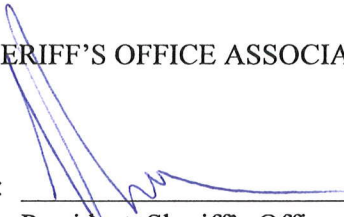
C. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on \_\_\_\_\_, 2019.

COUNTY OF AMADOR, CALIFORNIA:

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

SHERIFF'S OFFICE ASSOCIATION:

By:  \_\_\_\_\_  
President, Sheriff's Office Association



**APPENDIX B  
SHERIFF'S OFFICE ASSOCIATION  
CLASSIFICATIONS AND WAGES  
2% Wage Increase**

Effective 10-01-2019

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
	<b>SAFETY POSITIONS</b>									
1822	Correctional Officer I	22.80	23.94	25.14	26.39	27.71	28.41	29.12	29.84	C
2071	Correctional Officer II	25.29	26.55	27.88	29.28	30.74	31.51	32.30	33.10	C
2176	Correctional Corporal	26.34	27.66	29.04	30.49	32.02	32.82	33.64	34.48	C
2489	Correctional Sergeant	29.47	30.94	32.49	34.12	35.82	36.72	37.63	38.58	C

	<b>MISCELLANEOUS POSITIONS</b>									
1251	Correction Assistant	17.09	17.94	18.84	19.78	20.77	21.29	21.82	22.37	C
1675	Dispatcher (Training)	21.33	22.40	23.52	24.69	25.93	26.57	27.24	27.92	C
1865	Dispatcher-EMD	23.23	24.39	25.61	26.89	28.24	28.94	29.67	30.41	C
1983	Dispatcher-Corporal	24.41	25.63	26.91	28.26	29.67	30.41	31.17	31.95	C
2232	Dispatcher-Supervising	26.90	28.25	29.66	31.14	32.70	33.51	34.35	35.21	C
1425	Probation Aide	18.83	19.77	20.76	21.80	22.89	23.46	24.05	24.65	C
1865	Property/Evidence Technician	23.23	24.39	25.61	26.89	28.24	28.94	29.67	30.41	C
1550	Transportation Officer	20.08	21.08	22.14	23.25	24.41	25.02	25.64	26.28	C

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.


# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: May 28, 2019

## **SUBJECT**

Human Resources: Side letter agreement with Amador County Deputy District Attorney Association extending the contract through September 30, 2020.

## **Recommendation:**

Approve the side letter agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Human Resources, Auditor - Payroll, ACDDAA - Janelle Crandell

## **ATTACHMENTS**

- [Board of Supervisors 52819 agenda ACDDAA side letter.pdf](#)
- [ACDDAA Side Letter.pdf](#)

# HUMAN RESOURCES DEPARTMENT

## Judy Dias, Director

Staff: Lisa Hopkins, Risk Manager ♦ Lisa Gaebe, Benefits ♦ Sarah Duarte, Recruitment

Amador County Administration Center  
810 Court Street, Jackson, CA 95642  
Telephone (209) 223-6456 ♦ FAX (209) 223-6426  
[www.amadorgov.org](http://www.amadorgov.org)



TO: Board of Supervisors

May 22, 2019

FROM: Judy Dias, Human Resources Director

SUBJECT: May 28, 2019 Agenda Item: ACDDAA side letter

This is to request that the Board consider for their May 28, 2019 Agenda approval of the side letter with the Amador County Deputy District Attorneys' Association (ACDDAA). This document extends the current Memorandum of Understanding (MOU) for another year, through September 30, 2020. The Association ratified their agreement at a recent membership meeting. A salary increase of 2 (two) per cent would be effective for the membership on October 1, 2019.

Execution of this request would finalize discussions between the County and the Association. No further formal discussion on the overall MOU would be required for the upcoming contract year.

The consequence of not approving this action would be that the side letter would not be ratified, and further bargaining would need to occur.

Cc: Chuck Iley

## Side Letter of Agreement

### I. Parties

The Parties to this Side Letter of Agreement (herein after “Side Letter”) are the County of Amador (hereinafter referred to as the “County”) and the Amador County Deputy District Attorneys Association (hereinafter referred to as the “Association”).

### II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the “MOU”) setting forth terms and conditions of employment for certain County employees within the Amador County Deputy District Attorneys Association. The terms set forth below amend the existing MOU. The Parties agree as follows:

### III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix B, attached hereto and referred to below, will replace the existing appendix B in its entirety. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.

B. Article 12 of the MOU is hereby amended to read as follows:

“The base wage rates of employees covered by this Memorandum of Understanding are as set forth in the wage schedule attached hereto as Appendix B with the respective effective date set forth therein. The schedule shown therein as effective October 1, 2018 reflects an increase of three percent (3%) over those rates shown as in effect as of October 1, 2016. ***Further the schedule shown therein as effective October 1, 2019 reflects an increase of two percent (2%) over those rates shown as in effect as of September 30, 2019.***”

C. Article 22, section 22.1 of the MOU is hereby amended to read as follows:

“Every regular employee may enroll in a deferred compensation annuity program offered by a carrier through the County in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction.

Effective October 1, 2018, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contributions are first permissible, the County will contribute fifty dollars (\$50) per month to the Section 457 deferred compensation account of each employee who contributes at least fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the County match will no longer apply. This subsection will expire and have no further effect at the close of business on September 30, ~~2019~~**2020**.

At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.”

D. Article 41 of the MOU is hereby amended to read as follows:

“Either the ACDDAA or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations no earlier than June 1, ~~2019~~**2020**, and no later than August 1, ~~2019~~**2020**.

In the event that either the ACDDAA or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence no later than August 10, ~~2019~~**2020**; provided, however, that neither the ACDDAA nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, ~~2019~~**2020**.

E. Article 42 of the MOU is hereby amended to read as follows:

Except as otherwise provided herein, the provisions of this Memorandum of Understanding shall become effective on October 1, 2018, and shall remain in effect through September 30, ~~2019~~**2020**. Thereafter, the provisions of this Memorandum of Understanding shall remain in effect year by year unless either the County or the ACDDAA notifies the other no later than August 1, ~~2019~~**2020** of its request to modify, amend, or terminate this Memorandum of Understanding.

#### IV. General Provisions


- A. Upon adoption of this Side Letter of Agreement by the County Board of Supervisors, the Parties' respective duty to meet and confer over wage increases, effective October 1, 2018, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.
- B. This Side Letter will take effect immediately upon approval by the County Board of Supervisors.
- C. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on \_\_\_\_\_, 2019.

COUNTY OF AMADOR, CALIFORNIA:

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

AMADOR COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION:

By:   
President, Amador County Deputy District Attorneys Association

**APPENDIX B**  
**ACDDAA EMPLOYEES**  
**CLASSIFICATIONS AND WAGES**  
**ACDDAA EMPLOYEES**  
**2% Increase**  
**Effective 10-01-19**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3338	Deputy District Attorney I	\$37.96	\$39.86	\$41.85	\$43.94	\$46.14	E
3711	Deputy District Attorney II	\$41.69	\$43.77	\$45.96	\$48.26	\$50.67	E
4134	Deputy District Attorney III	\$45.92	\$48.22	\$50.63	\$53.16	\$55.82	E
4585	Deputy District Attorney IV	\$50.43	\$52.95	\$55.60	\$58.38	\$61.30	E

# Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: May 28, 2019

## **SUBJECT**

Sheriff's Office: Approval of an agreement with Gregg Tawney, D-Tac K9 Detection and Tactics, for K9 training services for the Amador County Sheriff's Office canines and canine handlers (Deputies).

## **Recommendation:**

Approval of agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Sheriff's Office

## **ATTACHMENTS**

- [Canine.pdf](#)

## AGREEMENT FOR CANINE/OFFICER TRAINING SERVICES

THIS AGREEMENT FOR CANINE/OFFICER TRAINING SERVICES (“Agreement”) is made by and among the COUNTY OF AMADOR, a political subdivision of the State of California (“County”), MARTIN A. RYAN, Amador County Sheriff (“Sheriff”), and GREGG TAWNEY, D-TAC K9 DETECTION AND TACTICS, (“Trainer”).

### RECITALS

The Amador County Sheriff’s Office has and utilizes canine/officer teams in the course of providing law enforcement services to County.

Trainer has the requisite knowledge, skill, credentials, certifications/licenses, and experience to provide specialized law enforcement canine training services.

Sheriff and County desire to obtain the services of Trainer, for the Maintenance, Basic Academy, and Basic Narcotics Detection training of Sheriff’s canine/officer teams as required for certification by the California Commission on Peace Officer Standards and Training (“POST”), and Trainer desires to provide such services to County and Sheriff, subject to the terms and conditions set out below.

Now, therefore, the parties agree as follows:

**Scope of Service.** Trainer shall perform the work under this Agreement in a safe, professional, skillful, and workmanlike manner. Trainer agrees to provide canine/officer team training in accordance with Exhibit “A”, incorporated herein and made by reference a part hereof. Services provided by Trainer shall include, but not be limited to, the following:

Canine Maintenance training; Canine Basic Academy training; Canine Basic Narcotics Detection training; Other various functions relating to the County’s canine team as mutually agreed upon from time to time between Trainer and County.

**Maintenance of Records.** This agency shall maintain all records of POST and other certifications for canine/officer teams trained pursuant to this Agreement. This agency shall maintain all pertinent administrative, training, and service records for each canine/officer team trained pursuant to this Agreement.

**Training Equipment.** County shall provide all correct and safe training equipment.



**Effective Date and Term of Agreement.** This Agreement shall become effective when executed by the parties. The term of the contract shall be for approximately three years, ending July 1, 2021.

**Compensation for Services.** County shall pay Trainer \$300.00 per month for Maintenance training for each canine/officer team. In no event shall compensation for Maintenance Training services under this Agreement exceed the sum of \$600.00. In the event County requests Trainer to provide training services other than Maintenance Training, such as Basic Academy Training, Basic Narcotics Detection Training, etc., the scope of services to be provided and the amount of compensation therefore shall be provided by an amendment to this Agreement.

-Trainer shall submit monthly invoices to the County describing services performed, including times, dates, and names of persons performing the service. These invoices shall be directed to: Captain Bryan Middleton, Amador County Sheriff's Office, 700 Court St, Jackson, CA 95642

-Within thirty (30) days after the County's receipt of invoice, County shall make payment to the Trainer based upon the services described on the invoice and approved by the County.

**Changes to Agreement.** This Agreement may be amended and its terms changed only by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and when fully executed by duly authorized officers of the parties hereto.

**Conflicts of Interest.** It is understood that the services provided by Trainer under this Agreement shall be prepared in and with cooperation from Sheriff and his staff, and that information obtained by Trainer in connection with providing these services is confidential. It is further agreed that in all matters pertaining to this Agreement, Trainer shall act as a consultant only to County and Sheriff and their employees, and shall not act as a consultant to any other individual or entity, nor provide information in any manner to any individual or entity not a party to this Agreement, that would conflict with Trainer's responsibilities to the County under the terms of this Agreement, unless required to do so by law.

**Assignment and Delegation.** County engages Trainer for his unique qualifications and skills as well as those of his personnel. Trainer shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without the prior written consent of County.

**Independent Contractor/Liability/Assumption of Risk.** Trainer is, and shall be at all times deemed, an independent contractor and shall be wholly responsible for the manner in which Trainer performs services required by terms of this Agreement. Trainer expressly assumes sole and exclusive liability for his own negligence or intentional misconduct, and for the negligence or intentional misconduct of his employees, associates, and subcontractors, if any are authorized under the terms contained herein, as they relate to services provided under this Agreement.

Trainer further knowingly and voluntarily assumes the risks inherent in law enforcement canine training, and County shall not be charged with the responsibility for preventing such risks to Trainer or his employees, associates, and subcontractors, or with any liability for injuries or damages to the person or property of Trainer or his employees, associates, and subcontractors, resulting from the risks inherent in services provided by Trainer under the terms of this Agreement.

**Fiscal Considerations.** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California, and that as such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations, and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the adoption of a final budget does not occur until after the beginning of the fiscal year.

In the event of County's adoption of a proposed budget that does not provide for funds for the services, products, or equipment that are the subject of this Agreement, County shall give as much advance notice of cancellation of this Agreement to Trainer as is practicable. Notwithstanding any other provision of this Agreement to the contrary, such cancellation shall become effective upon County's adoption of a final budget that does not provide funding for the services, products, or equipment that are the subject of this Agreement, and this Agreement shall be automatically terminated and County released from any further liability hereunder at such time, subject to payment for services performed by Trainer prior to cancellation.

**Default, Termination, and Cancellation of Agreement.**

**Default.** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (*notice*). If the party in default does not cure the default within ten (10) days of notice (*time to cure*), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in

default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of the time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision(s), and shall demand that the party in default perform in accordance with the applicable Agreement provision(s) within the time to cure. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so specifies in the notice, or the party giving notice so specifies in a subsequent written notice after the time to cure has expired.

In the event of termination for default by Trainer, County reserves the right to take over and complete the work by contract or by any other means.

**Bankruptcy.** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of any party to this Agreement.

**Ceasing Performance.** County may terminate this Agreement in the event Trainer ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

**Termination or Cancellation Without Cause.** Either party may terminate or cancel this Agreement, in whole or in part, for any reason upon thirty (30) calendar days' written Notice of Termination by the party terminating or canceling the Agreement. In such event, County shall pay for services satisfactorily rendered by Trainer prior to the effective date of termination or cancellation as set forth in the written Notice of Termination, and for such other services County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay for services anticipated under the terms of this Agreement but not actually performed by Trainer prior to the effective date of termination or cancellation as set forth in the written Notice of Termination. Upon the giving or the receipt of a Notice of Termination, Trainer shall promptly discontinue all services affected as of the effective date of termination set forth in such Notice of Termination, unless the Notice of Termination directs otherwise.

**Written Notice to Parties.** Written notice given by the parties hereto shall be served by depositing the same in the United States Post Office, postage prepaid and registered.

Written notice to County shall be addressed as follows:  
**County of Amador 810 Court Street Jackson, CA**  
**95642 Attention: Chuck Iley,**

**County Administrative Officer**

and

**County of Amador Sheriff's Office 700 Court Street  
Jackson, CA 95642 Attention: Bryan Middleton** or  
to such other location(s) as County directs in writing.

Written notice to Trainer shall be addressed as  
follows: **Gregg Tawney D-Tac K9 Detection and  
Tactics 3801 Murphy Ranch Road Placerville, Ca  
95667** or to such other location as Trainer directs in  
writing.

**Indemnity.** Trainer shall defend, indemnify, and hold County and Sheriff, and their respective officers, employees, and agents, harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to Trainer's workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Trainer's services, operations, or performance under this Agreement, unless such damage, injuries, or death are caused by the negligence or intentional misconduct of County or Sheriff or any of their respective officers, employees, or agents. This duty of Trainer to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

**Apportionment of Fault and Liability.** Each party to this contract shall be responsible for its own negligence or misconduct with respect to third parties. If it is determined that County and Trainer jointly contributed to the damage of a third party, County and Trainer shall be liable to the third party in proportion to the fault of each party. For example, if County is found to be 70% at fault and Trainer 30% at fault, County shall pay 70% of the damages and Trainer shall pay 30% of the damages.

**Insurance Requirements.** Gregg Tawney, D-Tac K9 Detection and Tactics shall take out and maintain at all times during maintenance training referenced above, a policy or policies of liability insurance and worker's compensation insurance set forth on Exhibit "B", attached hereto and incorporated herein by reference.

**Interest of Public Official.** No official or employee of County or Sheriff who exercises any functions or responsibilities in review or approval of services to be provided by Trainer under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Interest of Trainer.** Trainer covenants that Trainer presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract for services in conflict with the services performed by this Agreement; or 2) any other business or entity whose interests are in conflict with County or Sheriff. Trainer further covenants that in the performance of this Agreement, Trainer shall neither employ nor engage the services of any person or entity having such any such conflicting interest(s).

**Independent Contractor.** It is understood by the parties to this Agreement that Trainer is an independent contractor providing specialized services to County and Sheriff. Trainer has no authority under this Agreement or otherwise to bind or incur any obligation on behalf of County or Sheriff. Except as expressly provided in this Agreement, Trainer has no authority or responsibility to exercise any rights or powers vested in County or Sheriff. It is further understood by the parties to this Agreement that this Agreement shall not under any circumstances be construed or considered to create a joint venture or an employer-employee relationship between County or Sheriff and Trainer or Trainer's employees, associates, or subcontractors, if any are authorized under the terms contained herein.

**California Withholding Exemption Certificate (Form 590).** Trainer, as an independent contractor providing services to County, shall, prior to execution of this Agreement, file with County a properly and fully executed State of California Withholding Exemption Certificate (Form 590), certifying Trainer's California residency or, in the case of a corporation, certifying that Trainer has a permanent place of business in California. If Trainer fails to file with County a properly and fully executed Form 590 prior to execution of this Agreement, County shall withhold seven (7) percent of each payment made to Trainer during the term of this Agreement.

**California Forum and Law.** Any litigation or dispute resolution action, including but not limited to mediation or arbitration, arising out of this Agreement shall be brought in Amador County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of


Civil Procedure Section 394.

**County's Administrator of Agreement.** The County Officer or employee with responsibility for administering this Agreement is Martin A. Ryan, Amador County Sheriff, or his designee.

**Authorized Signatories.** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Entire Agreement, Binding Effect.** This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes all prior written and oral agreements, understandings, or representations related thereto. This Agreement may be amended only in writing signed by all the parties hereto. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

Dated: 4/18/19, 2019   
Gregg Tawney, Trainer

Dated: 4/22/19, 2019   
Martin A. Ryan, Amador County Sheriff

Dated: \_\_\_\_\_, 2019 COUNTY OF AMADOR

By: \_\_\_\_\_ Brian Oneto,

Chairman

Amador County Board of Supervisors

ATTEST:

Clerk of the Board,  
County of Amador

\_\_\_\_\_  
Jennifer Burns

## **EXHIBIT**

### **A**

**Types of Training** There are three distinct types of training that will be provided under the terms of this Agreement: Maintenance Training, Basic Academy Training, and Basic Training in Narcotics Detection.

*Maintenance Training* refers to the continuation training given to an already P.O.S.T.- certified canine/officer team and or dual-purpose narcotics/patrol certified canine/officer team, to maintain and improve proficiency. P.O.S.T. recommendations reflect a minimum Maintenance Training regimen of 16 hours per month for the working life of the team.

*Basic Academy Training* is an intensive program designed to train a canine/officer team to be proficient enough to pass the P.O.S.T. certification test. This involves

approximately 120 hours of intensive training, according to POST guidelines.

*Basic Narcotics Detection Training* is an intensive program designed to train a canine/officer team to be proficient enough to pass the P.O.S.T. certification test. This involves approximately 120 hours of intensive training, according to POST guidelines.

**Time and Place of Training Exercises** Trainer retains the right to designate the time and place for the training exercises based upon need and availability. Every effort will be made to make the training site(s) and time(s) mutually convenient to the Trainer, canine/officer teams, and other concerned persons. The parties agree to maintain scheduling flexibility, as schedules may change without advance notice, and further agree to make reasonable efforts to reschedule any session or exercises missed as soon as is practicable.

**No Guarantee or Warranty of Canine or Officer Behavior** Trainer will be serving as a technical resource to the County in a highly specialized area of law enforcement. Trainer makes no guarantee or warranty, express or implied, regarding the canine's or handler's actions, inactions, or reactions, as a result of training, working, or service. Trainer will exercise reasonable care to maximize the County's canine/officer teams' abilities.

**Maintenance Training** Maintenance Training shall be conducted in accordance with applicable police standards and practices, County policies, and law.

Trainer shall provide to each canine/officer team a minimum of sixteen (16) hours of maintenance training per month, divided into two sessions of at least eight hour per session. Trainer and County shall agree on the topic(s) of instruction for each training session at least thirty (30) days in advance of the scheduled session.

**Basic Academy Training** Basic Academy Training shall be provided on an as-requested basis. This type of training is much more labor and time intensive than Maintenance Training. Basic Academy Training is only necessary when a new, uncertified canine/officer team is assigned to the Sheriff's K-9 Unit, such as when there is a vacancy due to the retirement of a service dog or the promotion of a handler. When needed, Basic Academy Training shall be provided for 5 or more hours per day, five days per week, for a period of 8 weeks. This is historically a realistic representation.

Trainer shall have the exclusive right to evaluate for acceptance into Basic Academy Training any canine Sheriff desires to be placed in the Basic Academy Training program, and to evaluate the canine in person. Trainer shall further have the exclusive



right to approve or reject such a canine for Basic Academy Training, and to refuse to train a dog he rejects. In consideration of this authority, Trainer guaranties that any dog that he approves and trains will be able to pass the P.O.S.T. certification with his handler.

### **Basic Narcotics Detection Training**

Basic Narcotics Training shall be provided on an as-requested basis. This type of training is much more labor and time intensive than Maintenance Training. Basic Narcotics Detection Training is only necessary when a new, uncertified canine/officer team is assigned to the Sheriff's K-9 Unit, such as when there is a vacancy due to the retirement of a service canine or the promotion of a handler. When needed, Basic Narcotics Detection Training shall be provided for 3 hours per day, five days per week, for a period of 8 weeks. This is historically a realistic representation.

Trainer shall have the exclusive right to evaluate for acceptance into Basic Narcotics Detection Training any canine Sheriff desires to be placed in the Basic Narcotics Detection Training program, and to evaluate the canine in person. Trainer shall further have the exclusive right to approve or reject such a canine for Basic Narcotics Detection Training, and to refuse to train a canine he rejects. In consideration of this authority, Trainer guaranties that any canine that he approves and trains will be able to pass the P.O.S.T. certification with his handler.

# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: May 28, 2019

## **SUBJECT**

Social Services: Authorization to Back-fill one Employment and Training Worker I position to replace an employee who has accepted another position in the Department of Social Services effective May 16, 2019. This is a Merit System position and their standards and guidelines must be followed

## **Recommendation:**

Authorize the suggested action

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Electronic copy of Approval to Donna Swanner in DSS; Original Approval to Marcia in Social Services; copy to HR and Auditor

## **ATTACHMENTS**

- [Memo - Back-fill WTW E&T - 05-28-2019.pdf](#)
- [Employment and Training Worker I - Job Description.pdf](#)



## **DEPARTMENT OF SOCIAL SERVICES**

10877 Conductor Blvd. Suite 200, Sutter Creek, CA 95685 Phone (209) 223-6550

To: Amador County Board Clerk

From: Jim Foley, HHS Director 

Date: May 16, 2019

Re: Request one item be placed on the Board of Supervisors' Agenda for May 28, 2019

Social Services Requests Authorization to Back-fill one Employment and Training Worker I position to replace an employee who has accepted another position in the Department of Social Services effective May 16, 2019.

This is a Merit System position and their standards and guidelines must be followed. Certain positions of County employment within the Department of Social Services are required by State Law to be covered by the Merit System Personnel Standards of the State Personnel Board, which are set forth in Title 2, Division 5 of the California Code of Regulations.

## EMPLOYMENT AND TRAINING WORKER I

### DEFINITION

Under direct supervision, employees in this class perform evaluations and other employability services to eligible applicants and recipients of CalWORKs; maintain current knowledge of program regulations and procedures necessary for employment and training caseload management; may use an automated system for caseload management activities; identify needs and make referrals for health and social services; and perform related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the entry/trainee level in the Employment & Training Worker class series. Incumbents in this class initially perform work under close supervision and receive extensive in-service training. As skills and knowledge are developed, greater independence is exercised. The incumbent is expected to demonstrate the ability to advance to the Employment & Training Worker II level after six (6) months of satisfactory performance. This class is distinguished from the Employment and Training Worker II level in that incumbents at the higher level or expected to independently manage a full caseload, referring non-procedural questions to their supervisor. The Employment and Training Worker series is distinguished from the Social Worker series in that incumbents in these classes are not responsible for the provision of social services.

### REPORTS TO

Social Services Supervisor or Program Manager.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

### EXAMPLES OF DUTIES

Interviews and evaluated the employability of eligible applicants and recipients to assist them in achieving self-sufficient employment; learns how to administer and interpret

## **EMPLOYMENT & TRAINING WORKER I - 2**

vocational measurement tests; identifies employment barriers, develops employability plans, provides career guidance and refers clients to appropriate employment, training and social services; provides employment and training counseling and labor market information; conducts job seeking workshops for new and returning participants; provides information for disbursement of supportive services; enters and retrieves data and caseload management activities on an automated computer system; explains rules, regulations and policies regarding employment programs to clients and other agencies; contacts clients regularly to monitor progress and assure compliance with program requirements; makes cause determinations, maintains records and statistical information; maintains liaison with clients and employers.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed primarily in an office environment, and may require occasional travel within a designated service area; continuous contact with staff and the public; may involve stressful situations including dealing with erratic and threatening behavior.

### **MINIMUM QUALIFICATIONS**

#### Knowledge of:

- General goals and purpose of employment preparation and training programs.
- Career, vocational and employment counseling techniques.
- Computer terminology and computer keyboard arrangement.
- Socio-economic conditions and trends.
- Employment planning and utilization of resources.
- Programs offered at the state and local level in within public agencies.
- General principles of public assistance policies and programs.

#### Ability to:

- Understand and learn employment-related interviewing techniques.

### EMPLOYMENT & TRAINING WORKER I - 3

- Learn record keeping techniques and standard office procedures.
- Elicit factual information from clients in difficult circumstances.
- Accurately gather, record and evaluate necessary data for the implementation of appropriate employment and training programs.
- Prepare reports, forms, plans and agreements related to such programs.
- Enter information accurately into a computerized system and navigate effectively through computer screens.
- Identify problems requiring referral to other departments and agencies;
- Speak and write effectively.
- Read, understand and follow complex rules, regulations, policies and procedures.
  - Identify and evaluate needs and barriers to employment.
  - Complete employability plans and manage complex records.
  - Conduct group training.
  - Evaluate case progress and take necessary corrective action.
  - Establish and maintain cooperative working relationships with employers, outside providers and agency staff.

Education and Experience: Any combination of education and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- A. Six(6) months of experience performing duties comparable to the Eligibility Worker II or Social Worker I class, or 1 year performing duties comparable to the Eligibility Worker I class.

OR

- B. One year of experience performing vocational guidance, employment counseling or placement services.

AND

Completion of 25 semester college units in career planning, vocational guidance, personality development, occupational testing and measurement or counseling preparation. (Six months of additional experience as described in Pattern B may be substituted for the required education or a bachelor's degree in behavioral science with emphasis in vocational guidance, employment counseling or career assessment may be substituted for one year of required experience in Pattern B.)

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 28, 2019

## **SUBJECT**

Behavioral Health Advisory Board: Appointment of Steve Christensen to the subject board for a term of three years.

## **Recommendation:**

Approve Appointment

## **4/5 vote required:**

No

## **Distribution Instructions:**

Appointee; Committee Chair; file

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: May 28, 2019

## **SUBJECT**

California School Cash Reserve Program-2019-2020 Pool Bonds/Certificates of Participation. The County has the option to issue TRANs (Temporary Revenue Anticipation Notes) on behalf of the School District if it so chooses. 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 issues TRANs.

## **Recommendation:**

Decline to issue TRANs on behalf of the School District, which will allow the School Board to secure its own short term financing, potentially through this program.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Superintendent of Schools; Tax Collector; File

## **ATTACHMENTS**

- [CA School Cash Reserve Program.pdf](#)



BY FEDERAL EXPRESS

Amador County Board of Supervisors  
c/o Gregory Gillott,  
County Counsel  
810 Court Street  
Jackson, California 95642

Michael E. Ryan,  
Treasurer/Tax Collector  
810 Court Street  
Jackson, California 95642

Dr. Amy L. Slavensky,  
County Superintendent of Schools  
County Office of Education  
217 Rex Avenue  
Jackson, California 95642

Re: California School Cash Reserve Program  
2019-2020 Pool Bonds/Certificates of Participation

Dear Mr. Gillott, Mr. Ryan, and Dr. Slavensky:

Pursuant to the provisions of California Government Code Section 53853, we are writing to you on behalf of the district listed on Schedule I attached hereto (as used hereinafter, the "District") that does not have fiscal accountability status.

The District has elected to participate in a cash flow borrowing program (the "Program") sponsored by the California School Boards Association Finance Corporation. As in prior years, the Program is structured to provide participating county boards of education, school districts and community college districts with economies of scale by reducing the staff time and issuance costs incurred in tax and revenue anticipation note ("TRAN") borrowings. One or more TRANs are expected to be issued from time to time by or on behalf of the District and pooled with some or all of the other participating county boards of education, school districts and community college districts in the Program to secure the issuance of Bonds or Certificates of Participation ("COPs"), depending on market conditions. If Bonds are selected, they would be issued by the California School Cash Reserve Program Authority in one or more series of Bonds (a single series of Bonds

corresponding to each pool of TRANs if there are more than one), the principal of and interest on which will be paid from principal and interest payments on the TRANs in the corresponding pool. If COPs are selected, they would be executed by a trustee to evidence and represent proportionate undivided interests in the payments of principal and interest on the TRANs in the corresponding pool. Enclosed is an Executive Summary of the Program prepared by Orrick, Herrington & Sutcliffe LLP, bond counsel, which provides an overview of how the Program is structured.

California Government Code Section 53853 provides that the County Board of Supervisors is to issue TRANs on behalf of county boards of education, school districts and community college districts that have not been accorded fiscal accountability status. However, an exception applies to TRANs issued in conjunction with other TRANs. Under this exception, if the County Board of Supervisors fails to authorize, by resolution, the issuance of a TRAN in the name of a requesting county board of education, school district or community college district within 45 calendar days following its receipt of the resolution requesting that issuance, or if the County Board of Supervisors notifies the county board of education, school district or community college district that it will not authorize that issuance within that 45-day period, then such TRAN may be issued by the requesting county board of education, school district or community college district in its name.

Due to the timing of the Program, we are respectfully requesting, on behalf of the District, that the County Board of Supervisors (i) exercise its option to notify the District that it will not authorize the issuance of the TRANs of the District within the 45-day period, and (ii) provide notice to that effect to the District by signing and returning the enclosed form of notice to Orrick, Herrington & Sutcliffe LLP in the enclosed letter-sized self-addressed, stamped envelope. The County's cooperation is greatly appreciated.

Pursuant to California Government Code Section 53853, we are enclosing a CD-Rom containing the resolution adopted by the District's Governing Board approving the borrowing and, as required by California Government Code Section 53853, officially requesting the County Board of Supervisors to adopt a resolution authorizing the issuance of the TRANs on its behalf. However, we would like to emphasize again that we are respectfully requesting, on behalf of the District, that the County Board of Supervisors exercise its option to notify the District that it will not authorize the issuance of the TRANs of the District within the 45-day period so that the District may issue the TRANs in its own name under the Program as soon as possible. For your convenience, we are also enclosing the forms of Indenture, Trust Agreement, Certificate Purchase Agreement, Purchase Agreement, Funding Agreement, if applicable, and alternative Credit Agreements (found in the enclosed CD-Rom) which will be used in connection with the Program. These documents are referenced in the resolutions. If you require an original or hard copy of any of the documents, please contact Seija McMillin at the number below.

If the County Board of Supervisors finds it necessary to issue the TRANs on behalf of the District, **please contact Laura Gao at the number below and we will send you a resolution of**



**the Board of Supervisors approving the issuance of the TRANs for the District. It will be critical to schedule the adoption of the resolution as soon as possible.**

Should you have any questions regarding the enclosed materials, please call the following individuals at Orrick, Herrington & Sutcliffe LLP:

- (1) Laura Gao, Project Manager (213) 612-2131;
- (2) Donald S. Field, Esq. (949) 852-7727;

or the following individuals at Dale Scott & Company:

- (1) Mark Farrell, Senior Financial Advisor (415) 956-1030;
- (2) Stephen Zhang, Financial Analyst (415) 956-1030.

On behalf of the District, we thank you for your cooperation in effecting a successful financing.

Very truly yours,

DALE SCOTT & COMPANY

cc: Amador County participating district  
Scott Beck, Kutak Rock LLP

**Amador County**  
**Schedule I**

Amador County Unified School District





Orrick, Herrington & Sutcliffe LLP

The Orrick Building  
405 Howard Street  
San Francisco, CA 94105-2669

Tel +1 415 773 5700

Fax +1-415-773-5759

[www.orrick.com](http://www.orrick.com)

## EXECUTIVE SUMMARY OF THE 2019-2020 CALIFORNIA SCHOOL CASH RESERVE PROGRAM

We are acting as bond counsel in connection with the California School Cash Reserve Program (the "Program") in which numerous school districts, community college districts and County boards of education (collectively, the "Districts") throughout the State of California are participating by the simultaneous issuance of one or more series of tax and revenue anticipation notes (the "Notes"). The Program is being sponsored by the California School Boards Association Finance Corporation.

The resolutions adopted by the participating Districts approve the Program in two alternative structures. The traditional structure involves the issuance of bonds payable from a pool of Notes (see Traditional Structure: Pool Bonds below), while the alternate structure would involve the execution of certificates of participation (see Alternate Structure: Certificates of Participation below). The decision as to which structure will be implemented this year will be made based on market conditions.

### Traditional Structure: Pool Bonds

Under the traditional structure of the Program, each District issues an initial series of Notes in July 2019 which is sold to a joint powers authority, the California School Cash Reserve Program Authority (the "Authority"). The Authority pools each District's Notes with Notes of other Districts issued in July 2019 under the Program. The Authority may form more than one pool of Notes, and the Authority sells one or more series of Pool Bonds, each of which is secured by a pool pursuant to an Indenture between the Authority and U.S. Bank National Association, as Trustee. The Pool Bonds would be purchased by Piper Jaffray & Co., as Underwriter, who would in turn sell the Pool Bonds to the investing public.

Following the initial issuance of Notes and corresponding Pool Bonds in July 2019, certain Districts (including ones that did not participate in the July 2019 initial issuance of Notes) may issue subsequent Notes in late 2019 and/or early 2020 depending on cash flow needs of such Districts, which Notes would be purchased by the Authority with the proceeds of additional Pool Bonds.

### Alternate Structure: Certificates of Participation

Under the alternate structure of the Program, each District would issue an initial series of Notes in July 2019 which would be deposited with the Trustee together with some or all of the Notes issued by other Districts participating in the Program pursuant to a Trust Agreement between such Districts and the Trustee. The Trustee would execute and deliver certificates of participation (the "Certificates") evidencing and representing proportionate undivided interests in the payments of principal of and interest on the Notes. The Certificates would be purchased by the Underwriter for resale to the investing public.

Following the initial issuance of Notes and corresponding Certificates in July 2019, certain Districts (including ones that did not participate in the July 2019 initial issuance of Notes) may issue subsequent



Notes in late 2019 and/or early 2020 depending on cash flow needs of such Districts, which Notes would be deposited with the Trustee pursuant to a Trust Agreement. The Trustee would execute and deliver Certificates and the Certificates would be purchased by the Underwriter for resale to the investing public.

#### Use and Investment of Note Proceeds

Under either structure, the proceeds of each District's Note and the funds used to repay such Note will be invested by the Trustee in the County Treasury of the county in which the District requesting such investment is situated or another type of permitted investment under the Indenture or Trust Agreement.

#### Credit Enhancement

Under either structure, all or a portion of the payments made by each District on its Notes may be secured by (i) a letter or letters of credit issued by a bank or banks holding the highest short-term rating issued by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") or Moody's Investors Service ("Moody's"), whichever is rating the applicable series of Pool Bonds or Certificates, and/or (ii) a policy of insurance backed by an insurance company holding the highest short-term rating issued by S&P or Moody's, whichever is rating the applicable series of Pool Bonds or Certificates. At the time each series of Notes is priced, each District will confirm the selection of the type or types of credit enhancement and the designation of a bank or banks or insurance company, if, and as applicable. Either method of securing all or a portion of the payments by all the Districts participating in a particular Pool will enable the corresponding Pool Bonds or Certificates to have the highest short-term rating issued by S&P or Moody's.

#### County Resolution

California law provides that the Board of Supervisors of the County in which a participating District that does not have fiscal accountability status is situated shall issue the Notes in one or more series in the name of the District as soon as possible following receipt of a resolution of the governing board of the District requesting the borrowing (Government Code § 53853). If the Board of Supervisors fails to adopt a resolution authorizing the issuance of the Notes within 45 calendar days following its receipt of the District resolution or notifies the District that it will not do so within the 45-day period, then the District is authorized to issue the Notes in one or more series in its name pursuant to the previously adopted resolution.

The Notes of the District will be payable exclusively from money of the District and no money of the County will ever be used to pay the principal of and interest on the Notes or any expenses relating to the Program. If the Board of Supervisors adopts a resolution of issuance, the County's sole responsibility is to issue the Notes by directing the appropriate officers of the County to execute the Notes and related closing documents. By the adoption of such a resolution, the County is also recognizing that the District has pledged certain of the District's moneys to the repayment of the Notes and that the County, upon request of the District, will be obligated to deliver the District's money on deposit in the County treasury in the amount necessary for the District to satisfy its obligations under the Notes and the resolution. Such obligation is mandated whether or not the County finds it necessary to adopt a resolution of issuance in connection with the Program.



We hope this letter answers any questions you may have and we look forward to another successful issuance of Notes under the Program. If you have further questions or if there is any way we may be of additional assistance to the County, please contact Donald Field at (949) 852-7727.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By  \_\_\_\_\_  
Donald Field

cc: Andrew Exner, California School Boards  
Association Finance Corporation  
Mark Farrell, Dale Scott & Company

\_\_\_\_\_, 2019

MEMORANDUM TO:

Amador County Unified School District

Pursuant to California Government Code Section 53853(b), this will serve as notice that the Board of Supervisors of the County of Amador will not authorize issuance of Tax and Revenue Anticipation Notes (“TRANS”) on behalf of the above-named Districts within 45 calendar days following its receipt of the resolutions (“District Resolutions”) of the above named Districts. Reference is made to said Section 53853(b) authorizing each of the above named Districts to issue TRANS on its own behalf pursuant to the previously adopted District Resolution.

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Clerk of the Board of Supervisors of the  
County of Amador



# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: May 28, 2019

## **SUBJECT**

Public Works: Plans and Specifications for ITB 19-09 Pioneer Creek Road Storm Damage Repair Project are on file in the Department of Transportation and Public Works. Request to advertise and receive Bids on July 2, 2019 and authorize the Director of Public Works to record Notice of Completion when project is finished.

## **Recommendation:**

Approve project plans and specifications, advertisement and bid schedule, and authorization for Notice of Completion.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [BOS Request to Advertise\\_ITB 19-09.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

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

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** May 22, 2019

**SUBJECT:** ITB 19-09, Pioneer Creek Road Storm Damage Repair Project  
Bids To Be Received on July 2, 2019

**CONTACT:** Jered Reinking, (223-6226)

### Overview

This project will repair landslide damage on Pioneer Creek Road at Post Mile 1.03. The project will construct a retaining wall, place embankment, and pave a portion of the road. The Notice to Bidders 19-09 is attached.

### Recommendations

1. Approve project plans and specifications as on file in the County of Amador's Department of Transportation and Public Works.
2. Advertise the project as required by law.
3. Receive bids on July 2, 2019, or thereafter, if specified in an addendum issued by the Director of General Services.
4. Authorize the Director of Public Works to record Notice of Completion for said project.

### Fiscal Impact

The estimated construction cost for this contract is **\$250,000.** Project expenditures will be financed 75% FEMA, 18.75% State, and 6.25% Local.

Attachments:

Notice to Bidders ITB 19-09

## NOTICE TO BIDDERS

Notice is hereby given that Amador County General Services will receive sealed bids as follows:

### INVITATION TO BID 19-09 FOR:

#### PIONEER CREEK ROAD STORM DAMAGE REPAIR PROJECT

COUNTY PROJECT NO.: 4540170008

**ESTIMATED CONSTRUCTION COST:** \$250,000

**CONTRACTOR LICENSE REQUIRED:** Class A

#### **PROJECT DESCRIPTION:**

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the construction of retaining wall, embankment, and hot mix asphalt paving, in addition to other items or details not mentioned above, as required by the plans and specifications, shall be performed, placed, constructed or installed.

#### **INSTRUCTIONS TO BIDDERS**

Bid information and all documents for the entire project are available for examination at the office of General Services Administration located at 12200-B Airport Road, Martell, CA, telephone (209) 223-6375 **between the hours of 9:00 a.m. - 4:45 p.m. Monday through Friday**; or may be downloaded from Public Purchase site at [www.publicpurchase.com/amadorco.ca](http://www.publicpurchase.com/amadorco.ca). A \$40.00 non-refundable deposit for each Bid Document set is required.

Sealed bids will be received by the County of Amador Purchasing Office; by U.S. Mail at 12200 B Airport Road, Jackson, CA 95642-9527; by U.P.S., Federal Express, or by other courier to 12200 B Airport Road, Martell, CA; 95654, until **1:30 PM, Tuesday, July 2, 2019**, at which time sealed Bid's will be opened and read in the office of the Director of General Services Administration, located at the above Martell address. Bid's received late, will be rejected and returned unopened. Telegraph, Facsimile (FAX) and E-Mail proposals will not be considered.

Each bid must be submitted on the proposal forms provided in the Invitation to Bid. The bid must be submitted in a sealed opaque envelope. The Bidder's name, return address, marked as bid, Bid number, and bid opening date must appear on the outside of the envelope. Other bid formats will be rejected. Each bid must also be accompanied by a security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Treasurer of Amador County, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

This bid is subject to federal-aid contract requirements. No prebid meeting is scheduled for this project.

The successful bidder shall be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price. All bonds (Bid Bond, Performance Bond, and Payment Bond) must be obtained from a surety admitted under the laws of the State of California and satisfactory to the Amador County Board of Supervisors.