

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.

REGULAR MEETING AGENDA

DATE: Tuesday, January 14, 2020
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: EXISTING LITIGATION - {Government Code 54956.9(d)}

- 2.a. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
Pursuant to Government Code section 54956.9(d)(1)
Name of case: Foothill Conservancy v. County of Amador, Case No. 16-CV-09876
Suggested Action: Information only

3. CONFIDENTIAL MINUTES:

- 3.a. Confidential Minutes: Review and possible approval of the December 17,2019 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 (#8) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

4. REGULAR AGENDA:

- 4.a. Board of Supervisors: Discussion and possible action relative to the election of the 2020 Chairman and Vice Chairman for the Amador County Board of Supervisors.
Suggested Action: Pleasure of the Board
- 4.b. Passing of the Gavel and Presentation: Passing of the gavel to the incoming 2020 Chairman of the Board of Supervisors and presentation of a plaque honoring outgoing Chairman Brian Oneto.
Suggested Action: Presentation only
- 4.c. Sheriff's Office: Resolution recognizing John Silva upon his retirement from the County of Amador.
Suggested Action: Approve Resolution
[SILVA resolution 2019, edited by JS, 12.05.19 \(2\).docx](#)
- 4.d. Discussion and possible action relative to a declaration of emergency due to severe and persistent fire danger throughout the county.
Suggested Action: Direction to staff as desired
[Tuolumne Emergency Declaration.pdf](#)
[20-01-14 - Emergency Declaration re Fire.pdf](#)
- 4.e. Annual report of the Behavioral Health Advisory Committee presented by Dr. Arnold Zeiderman.
Suggested Action: Acceptance of the report
- 4.f. Discussion and possible action regarding the framing and hanging of historic Amador County photos around the County Administration Center
Suggested Action: Direction to staff regarding the solicitation and selection of photos to be used and funding source if needed
[Sample Amador Photographs](#)
- 4.g. Amador Council of Tourism: Discussion and possible action relative to a request by Ms. Melissa Haynes, CEO and Executive Director of ACT for the second installment of the 2019/2020 TOT fund allocation.

Suggested Action: Authorization to allocate funds.
[20191231114737.pdf](#)

- 4.h. Discussion and possible action relative to a commitment by the Board of Supervisors to contribute funds from the recreation impact fees to the Amador Historical Society's Livery Stable project
Suggested Action: Approval of funding and direction to staff as desired.
- 4.i. Shakeridge Road Repair Status Update
Suggested Action: Verbal Report Only
- 4.j. Health and Human Services Director is requesting direction from the Board of Supervisors regarding whether to seek one time funds in the amount of \$431,035.49 to initiate a future Whole Person Care Pilot Program.
Suggested Action: Recommend authorization
[Agenda 1-14-20 WPC docs.pdf](#)
- 4.k. General Services Administration: Economic Adjustment Assistance Grant Award
Suggested Action: Discussion and possible action
[CEDS Award Memo 12.31.19.pdf](#)
[Final Award Form CD-450.pdf](#)
[1120 Budget Increase Request 12.18.19.pdf](#)
- 4.l. General Services Administration: Central Sierra Broadband Conference
Suggested Action: Discussion and possible action
[Tuolumne County Invitation for Broadband Conference 1.6.20.pdf](#)
[Regional Broadband Conference Memo 1.6.20.pdf](#)
- 4.m. 2020 Committee Assignments: Discussion and possible action relative to the 2020 Committee Assignments for the Board of Supervisors.
Suggested Action: Approval
[2020 Committee Assignments DRAFT.docx](#)
- 4.n. Minutes: Review and possible recommendation relative to approval of the December 17, 2019 Board of Supervisors Meeting Minutes.
Suggested Action: Approval
[December 17, 2019_DRAFT_Minutes.docx](#)

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

- 5.a. Building Department-LD01036-AHLSTROM
-Variance to County Code 15.10.050(D), which requires a parcel of 5 acres minimum for the construction of a Limited Density Owner-Built Rural Dwelling. Approving this variance would allow for a Limited Density rural Build Dwelling to be created on the property by converting an existing garage. APN: 023-684-001-000
Suggested Action: Adopt the Resolutions and Authorize the Chairman to sign the Agreement.
[VARIANCE.Request.Ahlstrom.pdf](#)
[VARIANCE.Staff Report.Ahlstrom.docx](#)
[VARIANCE.APN Map.Ahlstrom.pdf](#)
[VARIANCE.Resolution.Ahlstrom.rtf](#)
[VARIANCE.Trust Transfer Deed.Ahlstrom.pdf](#)
[Ahlstrom LDRD Resolution.docx](#)

- 6. 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).
- 6.a. Assessor: Secured Roll Correction - approval of roll correction values being decreased over \$150,000 or with values being decrease 50% or more.
Suggested Action: Approve
[Roll Corrections..pdf](#)
 - 6.b. Requesting increase in Water Development budget in the amount of \$155,000.00 for contract administration and program implementation services with Terry Cox for the Community Development Block Grant - Phase II of the Pioneer Park Water Rehabilitation project. Budget increase will be offset with grant reimbursement revenue.
Suggested Action: Approve Budget Increase request.
[Budget Increase-2520 Water Development CDBG 12.13.19.pdf](#)
 - 6.c. Increasing Parks and Recreation Impact Fee budget to help pay for tennis/basketball courts at Howard Park in Ione. Increase in appropriations will come from the South County Parks and Rec impact fee account, no new revenue will be received. Board approved allocation of impact fees to the City of Ione to help fund the Howard Park Improvements at their meeting on 11/12/19.
Suggested Action: Approve requested budget increase.
[Budget Increase - 7101-Parks & Rec Howard Park Improvements 12.13.19.pdf](#)
 - 6.d. General Services Administration: USDA Community Facilities Grant Opportunity to Offset Increased Library Renovation Costs
Suggested Action: 1) Approve the attached resolution for the USDA grant to offset the increased cost of architectural and construction costs for the Library project.
[Memo Library Renovation Grant for Resolution 12.26.19.pdf](#)
[BOS Resolution USDA Grant Application 12.26.19.pdf](#)
 - 6.e. Surveying Dept. - Mary and Pete Corosu - 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 on the east side of Goose Creek Road, 500 feet southerly of the intersection of Goose Creek Road and Duck Creek Road in the Lake Camanche area. Assessor Parcel No.'s 003-593-001 and 003-593-002.
Suggested Action: Adopt the Resolution of Intent to Vacate and set the Public Hearing date.
[Corosu Vacate Resolution.doc](#)
[Corosu PH Notice.doc](#)
 - 6.f. Approval of a Resolution of Intention to annex territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #12).
Suggested Action: Approval
[Resolution of Intention Exhibit A.pdf](#)
[Resolution of Intention Annexation No12.doc](#)
 - 6.g. Resolution for 180- Day Wait Period Exception for Sheriff's Services Technician
Suggested Action: Approval of Resolution for 180-Day Wait Period Exception for Sheriff's Services Technician

- 6.h. County Counsel: Adoption of an Ordinance adding Chapter 9.44 to the Amador County Code establishing a law to address noise nuisance in residential neighborhoods. (First Reading Waived on December 17, 2019)
Suggested Action: Adoption
[Noise Ordinance - regular ord \(12-18-19\).pdf](#)
[Noise Ordinance_Memo.pdf](#)
- 6.i. Building Department-Agreement to Limit Use of Agricultural Structure for AG01074-Bronzich
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the Agreement to Limits of Agricultural Structure.
[AG01074.Agree.Notarized.Bronzich.pdf](#)
[AG01074.APN Map.Bronzich.pdf](#)
[AG01074.Plot Plan.Bronzich.pdf](#)
[AG01074.Resolution.Bronzich.docx](#)
- 6.j. Behavioral Health First Amendment to Agreement with Mental Health America of Northern California for Prevention and Early Intervention Programs
Suggested Action: Approve First Amendment
[Memo to BOS Mental Health America PEI.pdf](#)
[Mental Health America of Nor Cal PEI signed agreement fy 18 21.pdf](#)
[Mental Health of Nor Cal PEI signed Agreement.pdf](#)
- 6.k. Behavioral Health Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry FY 17-21
Suggested Action: Approve Agreement
[Sutter Center for Psychiatry Agreement fy 17-21 signed by Contractor.pdf](#)
[Sutter Center for Psychiatry Memo to Board.pdf](#)
- 6.l. Amendment to MOU between Amador County Sheriff's Office of Emergency Services and Amador Transit
Suggested Action: Approved Amended MOU
[MOU ACSO-OES & Amador Transit, js, 12.18.19.docx](#)
- 6.m. Treasurer/Tax Collector: Annual Statement of Investment Policy
Suggested Action: Adoption of proposed Resolution approving the Statement of Investment Policy
[Memo IP.pdf](#)
[RESOL.IP.pdf](#)
[Investment Policy 2020.pdf](#)
- 6.n. Approve Title Change Only for Victim Witness Program Manager
Suggested Action: Change the current classification title of Victim Witness Program Manager to Director of Victim Witness Assistance Bureau to better align with grant paperwork and other CA Victim Witness agency standards. No change to wage plan.
- 6.o. Reappointment of the following Five (5) Members to the Amador County Law Library Committee for the 2019-2020 Term.
Laura Einstadter, Michael McEnroe, John Allen, Gail Smyth, and Andrea Sexton.
Suggested Action: Approve all Reappointments
- 6.p. Emergency Medical Care Committee
Suggested Action: Approve appointments to the Emergency Medical Care Committee (EMCC)

[ATF Documents.pdf](#)

- 6.q. Human Resources: Revise the job specification for the position of Fiscal Officer
Suggested Action: Approve the revised job specification for the position of Fiscal Officer.
[Fiscal Officer 12.19 DRAFT - No Markup.doc](#)
[Fiscal Officer 12.19 DRAFT.doc](#)
[Memo fiscal officer job revision.pdf](#)

**ADJOURNMENT: UNTIL TUESDAY JANUARY 28, 2020 AT 9:00 A.M. (CLOSED SESSION
BEGINS AT 8:30 A.M.)**

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.

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: January 14, 2020

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

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1))

Name of case: Foothill Conservancy v. County of Amador, Case No. 16-CV-09876

Recommendation:

Information only

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Confidential Minutes: Review and possible approval of the December 17,2019 Confidential Minutes

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Board of Supervisors: Discussion and possible action relative to the election of the 2020 Chairman and Vice Chairman for the Amador County Board of Supervisors.

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Passing of the Gavel and Presentation: Passing of the gavel to the incoming 2020 Chairman of the Board of Supervisors and presentation of a plaque honoring outgoing Chairman Brian Oneto.

Recommendation:

Presentation only

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: January 14, 2020

SUBJECT

Sheriff's Office: Resolution recognizing John Silva upon his retirement from the County of Amador.

Recommendation:

Approve Resolution

4/5 vote required:

No

Distribution Instructions:

Sheriff

ATTACHMENTS

- [SILVA resolution 2019, edited by JS, 12.05.19 \(2\).docx](#)

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

IN THE MATTER OF:

RESOLUTION HONORING JOHN THOMAS SILVA)
UPON HIS RETIREMENT AFTER 24 YEARS)
OF SERVICE WITH AMADOR COUNTY)

RESOLUTION NO. 19-

WHEREAS, John Thomas Silva was born in Fresno, in 1958; and

WHEREAS, John graduated in 1976 from San Carlos High School in San Carlos, California and attended Canada College from 1976 to 1978; and

WHEREAS, John began his law enforcement career with the Amador County Sheriff's Office in February of 1996 as a Correctional Officer and held the positions of Correctional Training Officer and Transportation Officer; and

WHEREAS, John attended San Joaquin Delta College Police Academy in 1998, graduating with honors; and was promoted to the position of Deputy Sheriff in October of 1998; and

WHEREAS, John held the positions of Field Training Officer, Marijuana Suppression Unit, Upcountry T.E.A.M. Deputy, U.S.F.S. Contract Deputy, Search and Rescue Coordinator, Amador County Sheriff's Office Dive Team, Swift Water Rescue Team and Sheriff's Office Toy Drive member; and

WHEREAS, John achieved numerous accomplishments such as several commendations for outstanding investigative work, developing partnerships with several neighborhood associations, organizing "neighborhood pride" cleanup days, conducted extensive research for the development of a skate park facility for Amador County youth, received several letters of recognition from citizens within his beat area relating to outstanding community service and served as President of the Amador County Deputy Sheriff's Association; and

WHEREAS, John was named Amador County Peace Officer of the Year in October of 2001; and

WHEREAS, John was promoted to the rank of Sergeant in January of 2008 and held the positions of Patrol Supervisor, Search and Rescue Supervisor and Swift Water Team Leader; and

WHEREAS, John was appointed as the Emergency Services Coordinator for the Sheriff's Office of Emergency Services in 2011; and

WHEREAS, John was instrumental in Amador County hosting the multi-day California Governor's Office of Emergency Services Statewide Search and Rescue Exercise (SAREX) in 2015; and

WHEREAS, John collaborated with City, County, State, Federal agencies, along with community, and non-profit organizations, to ensure optimum readiness for Amador County and its citizens to be prepared for disaster events; and

WHEREAS, John was instrumental in securing and administrating Department of Homeland Security grants for the acquisition of emergency preparedness equipment and supplies for city and county agencies, fire departments, schools and other public and non-profit organizations throughout Amador County; and

WHEREAS, John facilitated State & Federal disaster funding opportunities through the California Governor's Office of Emergency Services and the Federal Emergency Management Agency following the Butte Fire in 2015, as well as for several other fire and storm related disasters.

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby honor and commend John Thomas Silva for his Twenty-Four years of service to the people of the County of Amador and the Amador County Sheriff's Office.

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 _____ day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: January 14, 2020

SUBJECT

Discussion and possible action relative to a declaration of emergency due to severe and persistent fire danger throughout the county.

Recommendation:

Direction to staff as desired

4/5 vote required:

No

Distribution Instructions:

Clerk, OES

ATTACHMENTS

- [Tuolumne Emergency Declaration.pdf](#)
- [20-01-14 - Emergency Declaration re Fire.pdf](#)

No. _____

By: _____
Chief Deputy Clerk of the
Board of Supervisors



**A RESOLUTION OF THE
TUOLUMNE COUNTY BOARD OF SUPERVISORS**

Declaration of a Local State of Emergency and Imminent Threat of Disaster Due to Severe and Persistent Fire Danger;

- WHEREAS,** The State of California has historically experienced low to moderate intensity fire regimes on its landscape, which in balance and moderation, contribute to healthier ecosystems; and
- WHEREAS,** Fire suppression efforts starting in the early 1900s and changes in forest management practices have resulted in overstocked stands, denser vegetation and other fuel on the ground that traditionally would have been burned every five to seven years; and
- WHEREAS,** Warming climates are also contributing to drier vegetation, more quickly melting snowpack and longer dry periods; and
- WHEREAS,** The traditional fire season in California is growing more intense and extending longer through the year. Wildfires are increasing in severity, devastating hundreds of thousands of acres and causing significant damage to life and property; and
- WHEREAS,** Rural communities experience the effects of these deadly wildfires more strongly, due to substantial percentages of forested public lands, significant numbers of senior residents, a smaller tax base with less discretionary funds, high amounts of tree mortality caused by drought and a large portion of residents living in the Wildland Urban Interface; and
- WHEREAS,** Nearly 80% of Tuolumne County's land base is publicly managed forested land, consisting primarily of the Stanislaus National Forest and Yosemite National Park. Tuolumne County was declared one of 10 high hazard counties for the number of hazardous trees due to drought and nearly all the private lands in the County of Tuolumne have been declared as being in high or very high fire hazard severity zone by the California Department of Forestry and Fire Protection (CAL FIRE); and
- WHEREAS,** Tuolumne County's population of seniors 60 years of age and older is 35% while the State of California average is 20%. The median income of Tuolumne County households is approximately \$54,325 while the median household income of the State of California is \$71,805; and
- WHEREAS,** On October 27, 2019, Governor Newsom proclaimed a State of Emergency due to extreme fire weather conditions and affiliated red flag warnings stating the fire weather conditions are unprecedented due to the scale, scope, wind speed and dry

fuel conditions that pose a serious and imminent threat to the health and safety of Californians; and

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

WHEREAS, The magnitude of severe and persistent fire danger represents a threat that is beyond the capacity of Tuolumne County services (public and private), personnel, equipment and facilities and requires coordination, assistance and mutual aid from State and Federal agencies in prevention, response and recovery.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Tuolumne County does hereby find that the conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Tuolumne County and imminent threat of disaster due to severe and persistent fire danger.

BE IT FURTHER RESOLVED that the Board of Supervisors of Tuolumne County requests the Governor of the State of California approve California Disaster Assistance Act (CDAA) funding or any other dedicated state funding to be used for the following activities:

1. Road construction for communities with one ingress/egress route as well as separate dedicated funding to perform road maintenance on non-primary roads for additional emergency ingress/egress
2. Vegetation management in and around public infrastructure
3. Defensible space assistance for seniors 60 years and older and those with access and functional needs
4. A residential green-waste removal and disposal program

BE IT FURTHER RESOLVED that the Board of Supervisors of Tuolumne County requests the Governor of the State of California waive the following regulations that hinder prevention, response and recovery efforts related to severe fire and persistent fire danger:

1. California Environmental Quality Act (CEQA) for fuel reduction projects conducted by Firesafe Councils, Resource Conservation Districts, Natural Resources Conservation Services, Special Districts and the County
2. Department of Industrial Relations Registration for fuel reduction and home hardening activities

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON January 7, 2020.

AYES:	1st Dist. _____	NOES:	_____ Dist. _____
	2nd Dist. _____		_____ Dist. _____
	3rd Dist. _____	ABSENT:	_____ Dist. _____
	4th Dist. _____		_____ Dist. _____
	5th Dist. _____	ABSTAIN:	_____ Dist. _____




**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

January 14, 2020

MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: Potential Declaration of Emergency Regarding the Extreme and Persistent Fire Danger Present in the County

Tuolumne County is encouraging their neighboring counties (Amador, El Dorado, Alpine, Calaveras, and Mariposa counties) to consider the declaration of emergency due to the persistent fire danger. Tuolumne County has declared this emergency at the meeting on January 7, 2020.

Since the State has not declared any such emergency, and any such declaration is extremely unlikely in the future, it is unlikely that there will ever be any funding for this situation, and it is unclear exactly what immediate benefit will be derived by this declaration beyond the demonstration of concern by the Board of Supervisors. They have indicated that they are hopeful that the State will follow with a declaration of Emergency, but I do not believe that is likely.

The State continues to fund the removal of dead trees caused by the pine beetles, but that is a different emergency, and it only goes to protect dead trees that affect public infrastructure. Private homeowners and landowners do not benefit from these funds. Tuolumne County has offered programs to private homeowners and landowners to assist in the removal of dead trees, but Amador County has not followed along with this practice.

I have attached a copy of the Tuolumne County resolution, and if the Board wishes, staff will bring back a similar resolution at a future meeting for approval or further discussion.

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: January 14, 2020

SUBJECT

Annual report of the Behavioral Health Advisory Committee presented by Dr. Arnold Zeiderman.

Recommendation:

Acceptance of the report

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: January 14, 2020

SUBJECT

Discussion and possible action regarding the framing and hanging of historic Amador County photos around the County Administration Center

Recommendation:

Direction to staff regarding the solicitation and selection of photos to be used and funding source if needed

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

- [Sample Amador Photographs](#)



New/replacement canvas panels
of Historic Amador County
for the Administration Building hallways

Created 10 May 2010
by
Larry Angler and Ed Arata

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Amador Council of Tourism: Discussion and possible action relative to a request by Ms. Melissa Haynes, CEO and Executive Director of ACT for the second installment of the 2019/2020 TOT fund allocation.

Recommendation:

Authorization to allocate funds.

4/5 vote required:

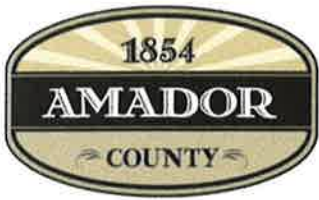
Yes

Distribution Instructions:

ACT, Budget Director, Auditor, Board Clerk

ATTACHMENTS

- [20191231114737.pdf](#)



Explore | Retreat | Relax

Amador Council of Tourism

www.VisitAmador.com

Ph: 209-267-9249 | hello@visitamador.com

1 Prosperity Court – Sutter Creek, CA 95685

Taxpayer ID: 20-1322599

December 19, 2019

Amador County Board of Supervisors
Care Of: Jennifer Burns

810 Court Street
Jackson, CA 95642

Dear Jennifer,

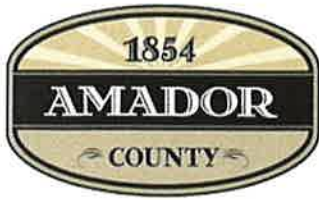
Attached please find the invoice for Amador Council of Tourism's request for the second installment of 2019/2020 TOT funds allocation supporting ACT.

Appointed as part of new leadership of the Amador Council of Tourism, I am truly excited to share my personal enthusiasm and professional experience to promote Amador County in and throughout our mega-region of the Sierra Foothills, with the focus on economic growth through tourism, lodging, retail and corporate business conferences and events. I am looking forward to working with the Board and supporting initiatives in cooperation with the Amador Chamber of Commerce and all our local city managers and leaders as well.

Thank you for the opportunity.
May you all have a lovely and blessed holiday season!

Sincerely,

Melissa Haines
CEO & Executive Director
Amador Council of Tourism
Direct: 209.257.2081
melissa@visitamador.com
Explore | Retreat | Relax



Amador Council of Tourism
Explore | Retreat | Relax

www.VisitAmador.com

209-267-9249 | hello@visitamador.com

PO Box 40 – Sutter Creek, CA 95685-0040

1 Prosperity Drive – Sutter Creek, CA 95685

Taxpayer ID:20-1322599

Application Date:
December 19, 2019

BILL TO

MESSAGE

Amador County Board of Supervisors
Attn: Chuck Iley, CAO
County of Amador
810 Court Street
Jackson, CA 95642
jburns@amadorgov.org

2nd Installment of TOT Funds 2019/2020:

\$50,750.00.

Subtotal \$ 50,750.00

Total \$ 50,750.00

Please make checks payable to Amador Council of Tourism.

Thank you so much for your support!

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: January 14, 2020

SUBJECT

Discussion and possible action relative to a commitment by the Board of Supervisors to contribute funds from the recreation impact fees to the Amador Historical Society's Livery Stable project

Recommendation:

Approval of funding and direction to staff as desired.

4/5 vote required:

Yes

Distribution Instructions:

Budget, Auditor

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: January 14, 2020

SUBJECT

Shakeridge Road Repair Status Update

Recommendation:

Verbal Report Only

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: January 14, 2020

SUBJECT

Health and Human Services Director is requesting direction from the Board of Supervisors regarding whether to seek one time funds in the amount of \$431,035.49 to initiate a future Whole Person Care Pilot Program.

Recommendation:

Recommend authorization

4/5 vote required:

Yes

Distribution Instructions:

Electronic approval to James Foley; Original to Bridget Conner in Social Services

ATTACHMENTS


- [Agenda 1-14-20 WPC docs.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: January 7, 2020

Re: Request one item be placed on the Board of Supervisors' Agenda for January 14, 2020.

The State of California has made available one-time funds, in the amount of \$431,035.49, to initiate a future Whole Person Care Pilot Program. As Director of Amador County Health and Human Services I am requesting direction from the Board of Supervisors regarding whether to seek these funds.

JF:bc

Item for BOS meeting 1-14-20.

HHS Director is requesting direction from the Board of Supervisors regarding whether to seek one time funds in the amount of \$431,035.49 to initiate a future Whole Person Care Pilot program.

Summary: California's Whole Person Care Pilot program coordinates health, behavioral health and social services (sometimes probation) in a patient-centered manner with the goal of improved beneficiary health and well-being while possibly reducing costs.

DHCS is providing one-time funds to initiate a Whole Person Care Pilot program to those counties not currently in a WPC pilot.

These funds could be used for:

- Core program development, planning and support
- Staffing, including but not limited to consultants, county employees, contracted employees, navigators, outreach specialists and peers
- Administrative costs
- IT infrastructure
- Program governance
- Training
- Ongoing data collection, analysis
- Marketing materials
- Intensive care management
- Recuperative care, respite care, activities of daily living
- Housing services and costs, etc
- Ability to fund non-traditional housing such as purchasing homes or bridge housing
- Purchase of mobile units for mobile Health and Behavioral Health services

The maximum allocation for Amador is \$431,035.49.

Operational Guidelines

- | | |
|---|------------------------------|
| 1. DHCS releases notification for one time funds | 10-18-19 |
| 2. Applications due to DHCS (Amador has an extension) | 12-2-19 |
| 3. DHCS notifies applicants of final decisions | 1/2/20 |
| 4. Written formal acceptance is due (from BOS) | 1/31/20 |
| 5. Funding processed and released | 3-31-20 |
| 6. Evaluation and summary report due to DHCS | 90 days after funds expended |
| 7. Final date of expend or encumber | 6-30-25 |

DHCS has authorized extension of these timelines. We need to have a tentative plan in place by 3-31-20.

Harbage Consulting has analyzed initial results of the WPC pilot, in other counties, and has reported the following:

- Pilots have met with many challenges and discovered new opportunities to improve access to health and social services for Medi-Cal beneficiaries
- Common elements include: use of community health workers to improve outreach and care coordination with WPC enrollees, navigation centers that serve as information hubs for enrollees, housing supportive services and respite/recuperative care
- Cooperation with partner agencies allows partners to hold regular planning and operations meetings to discuss workflows and case conferences.
- Challenges include major issues with integrated data sharing. The ability to coordinate care across multiple partner agencies requires cross sector data sharing, patient identity matching and automated data integration. From a report on WPC implementation: While integrated care requires an array of capabilities, one of the most fundamental is an organization's ability to share data. If entities cannot effectively exchange information about the patients they share, then they cannot effectively coordinate care for those patients. Integrating care across sectors is no easy task. The breadth and depth of new partnerships and systemic changes required to truly integrate services across the continuum of care can be dauntingly complex.

Options:

1) Pursue the one time funds and accept the program requirements as indicated above. Outcome is expected to be to increase efficacy of client services and hopefully reduce costs of providing those services. This would also provide a base of programming in case Cal-Aim integrates WPC in the future.

2) Reject funds / do not pursue grant. Outcome would be to leave programming as it is now and not take advantage of potential improvements. This would be only a temporary option, however, as it appears that Cal-Aim will change aspects of Medi-Cal programming and integrate aspects of WPC in the future. This could mean that Amador would be behind other counties in providing those services.

HHS Directors analysis:

Counties who accept this funding are responsible for building an infrastructure that incorporates outreach staff called Community Health Workers who then work across departments within the county and with non-county partner agencies such as the hospital, sobering centers, etc.

If handled within the county structure it would likely involve purchasing a dedicated vehicle, and one or two staff. Fully loaded staff costs, a vehicle, basic support costs and IT support would mean that this funding would likely be expended in 2-3 years. This infra-structure might then need to be supported with ongoing funds from the

General Fund as no additional funding is, at this time, anticipated.

Cal-AIM, a state level plan to revise Medi-Cal proposes to take over WPC functions and shift the support of this program, or parts of it, into managed care plans.

On the other hand it is possible to contract this program out. Local agencies could submit proposals, through the RFP process, to utilize this funding and could plan how to most effectively meet the program expectations with the limited funding available. This would not create expectations of any General Fund obligations to maintain the programming. DHCS has stated that it is possible that managed care plans might continue funding all or part of the WPC program after Cal-AIM has been implemented. (See letter from numerous representative organizations including CSAC to Jacey Cooper California Department of Health Care Services dated December 16, 2019). The anticipated date for this change is unknown.

It is recommended that the Amador Board of Supervisors approve the acceptance of this grant and it go out to RFP ASAP.

James A. Foley, LCSW
HHS Director

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: January 14, 2020

SUBJECT

General Services Administration: Economic Adjustment Assistance Grant Award

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA; Auditor-Controller

ATTACHMENTS

- [CEDS Award Memo 12.31.19.pdf](#)
- [Final Award Form CD-450.pdf](#)
- [1120 Budget Increase Request 12.18.19.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



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, General Services Director *Hop*
Kim Holland, Senior Administrative Analyst *KH*

DATE: December 26, 2019

SUBJECT: Economic Adjustment Assistance Grant Award

Background: On May 28, 2019, the Board authorized staff to apply for an Economic Adjustment Assistance (EAA) grant, available through the U.S. Department of Commerce Economic Development Administration (EDA) to fund up to 80% of a Comprehensive Economic Development Study (CEDS). In response, staff submitted a grant application to the EDA on August 12, 2019.

Analysis: A CEDS is a 6-12 month endeavor that summarizes the County's current economic condition through a 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 incorporates the concept of economic resilience, assessing our economy's ability to withstand and recover from economic shifts, natural disasters, etc. and opens doors to federal funding opportunities that support the County's economic goals.

To qualify for an EAA grant, the County's application had to demonstrate economic distress as defined by the EDA and successfully clear each phase of the review process. The EDA's review determined the County's grant application had merit and subsequently issued an award letter dated December 12, 2019 and received by the County on December 16, 2019, formally notifying the County of a \$70,000 grant award.

To accept the grant award, the (2) two original Financial Assistance Award, form CD-450, must be signed and dated by the County's authorized official with (1) original returned to the EDA Regional Director via U.S. Mail within 30 days of receipt. Upon approval of the award, staff requests an increase to the Economic Development budget line for professional and specialized services for \$67,500 to cover the entire cost of the CEDS pending receipt of the award funds. The CEDS is estimated to cost \$87,500 with County's share of cost \$17,500.

Alternatives: Alternatives include: 1) Accept the Economic Adjustment Assistance grant award of \$70,000 and approve the budget increase to the Economic Development budget; or 2) Decline the grant award and budget increase.

Fiscal or Staffing Impacts: None.

4/5ths Vote: N/A

Recommendation: Discussion and possible action regarding:

1. Acceptance of the Economic Adjustment Assistance grant award of \$70,000.
2. Approval the budget increase to the Economic Development budget.
3. Authorize the Chairman to sign the CD-450 forms

Cc: file

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
07-69-07530;URI:113835

RECIPIENT NAME
Amador County

PERIOD OF PERFORMANCE
12/30/2019 thru 12/29/2020

STREET ADDRESS
810 Court Street

FEDERAL SHARE OF COST
\$ 70,000

CITY, STATE, ZIP CODE
Jackson, CA 95642-2132

RECIPIENT SHARE OF COST
\$ 17,500

AUTHORITY
Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)

TOTAL ESTIMATED COST
\$ 87,500

CFDA NO. AND NAME
11.307 - Economic Adjustment Assistance

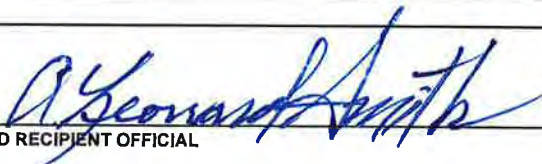
PROJECT TITLE
CEDS

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (30 April 2019)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): EDA regulations contained in 13 C.F.R. Chapter III

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

A. Leonard Smith, Regional Director



DATE
12/12/19

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
07-69-07530;URI:113835

RECIPIENT NAME
Amador County

PERIOD OF PERFORMANCE
12/30/2019 thru 12/29/2020

STREET ADDRESS
810 Court Street

FEDERAL SHARE OF COST
\$ 70,000

CITY, STATE, ZIP CODE
Jackson, CA 95642-2132

RECIPIENT SHARE OF COST
\$ 17,500

AUTHORITY
Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 et seq.)

TOTAL ESTIMATED COST
\$ 87,500

CFDA NO. AND NAME
11.307 - Economic Adjustment Assistance

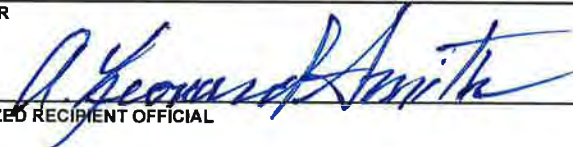
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- OTHER(S): EDA regulations contained in 13 C.F.R. Chapter III

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

A. Leonard Smith, Regional Director



DATE

12/12/19

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

BUDGET TRANSFER REQUEST

DATE: December 18, 2019

REQUESTED BY: Jon Hopkins, Director DEPARTMENT: General Services

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 \$
1120	52300	\$67,500		1120/11000	45630	\$67,500	

REASON FOR THE REQUEST:
To increase the Professional & Specialized Services, expenditure line # 52300, by \$67,500 to fully fund the cost of a consultant to facilitate a Comprehensive Economic Development Strategy on behalf of the County, pending reimbursement through the EDA grant award received on December 12, 2019. Consultant costs are anticipated to be \$87,500 with \$70,000 reimbursed through grant funds.

- 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: General Services Administration

Meeting Date: January 14, 2020

SUBJECT

General Services Administration: Central Sierra Broadband Conference

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA

ATTACHMENTS

- [Tuolumne County Invitation for Broadband Conference 1.6.20.pdf](#)
- [Regional Broadband Conference Memo 1.6.20.pdf](#)



**SHERRI BRENNAN
DISTRICT 1 SUPERVISOR**

2 South Green Street
Sonora, CA 95370
(209) 533-5521

email: sbrennan@co.tuolumne.ca.us

County of Amador
Board of Supervisors
810 Court Street
Jackson, CA 95642

January 6, 2020

Central Sierra Connect Partners,

On behalf of our region, I would like to personally invite you to attend the Central Sierra Broadband Conference on February 19, 2020 in Tuolumne County.

The Central Sierra Broadband Conference will bring together a coalition of state partners, county leadership, businesses and broadband stakeholders from our five-counties to discuss the absolute necessity of last mile investment in our rural region. The conference will be an opportunity for us to explain to our statewide policies leaders and ISPs how we deal with the realities of being a less than served community.

Prior to the keynote luncheon, we have the opportunity to work together as a coalition of County Supervisors, CAOs, and Economic Development Directors and meet with CPUC leadership to develop Broadband General Plan Amendments, Dig Once Policies, conduit requirements and minimum standards to generate a consistent message to Broadband Providers on the needs of our Central Sierra region. Your attendance to this preconference meeting is pivotal as it will lead the remainder of the conference, which will be dedicated to creating actions based on our collective guidance as a region.

Your attendance to the Central Sierra Broadband Conference will show the support your county leadership has in expanding broadband access to the last mile and move closer to additional investments and solutions for our region. Already the conference has commitments from your county partners, the CPUC, California Broadband Council, CA Emerging Tech Fund, Cal Advanced Services Fund, Cal OES, RCRC, five National ISPs, fifteen local ISPs and many more.

Thank you for considering being a part of our Central Sierra Broadband Conference.

A handwritten signature in blue ink that reads "Sherri Brennan".

Sherri Brennan
District 1 Supervisor, County of Tuolumne

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



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, General Services Director *Hop*
Kim Holland, Senior Administrative Analyst *KH*

DATE: December 26, 2019

SUBJECT: Central Sierra Broadband Conference

Background: As reliable broadband coverage is an issue that affects the economy of the central sierra region, Tuolumne Economic Development Director Cole Przybyla is hosting a conference for regional stakeholders and state/industry leaders. Tuolumne County has targeted Alpine, Calaveras, Tuolumne, Mariposa and Amador Counties for this regional effort. Prior to the conference Mr. Przybyla is planning on County officials to meet and set priorities and develop a plan of action specific to the needs of the region (Please see the invitation). The conference will be held at the Black Oak Casino in Tuolumne County on February 19, 2020 beginning at 12:00 p.m. ending at 5:00 p.m. Pre-conference activities with County Officials will begin at 10:30.

Subject or Key Issue: Discussion and possible action to consider if the County desires to collaborate with other Counties in this effort and determine which County officials should attend if any.

Analysis: Broadband provides high-speed access to the Internet through digital subscriber lines (DSL), fiber optics, cable or satellite. However, these services are limited in many areas of the Central Sierra. Reliable access to the Internet expands the business and educational opportunities available to residents through a vast array of resources from e-commerce to e-learning. Whether a business has a storefront or is homebased, a high-speed internet connection is an essential tool. The educational opportunities available via the Internet range from providing expanded research potential to attaining a college degree. There are many areas throughout the Central Sierra region with intermittent or no broadband access, which in limits the economic growth potential.

A comprehensive understanding of our broadband needs and the challenges of expanding the broadband infrastructure within the region will enable leaders to present a unified message to state and industry leaders.

Alternatives: Do not attend the conference.

Fiscal or Staffing Impacts: Unknown

4/5ths Vote: N/A

Recommendation: Discussion and possible action

Cc: file

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

2020 Committee Assignments: Discussion and possible action relative to the 2020 Committee Assignments for the Board of Supervisors.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

- [2020 Committee Assignments DRAFT.docx](#)

AMADOR COUNTY BOARD OF SUPERVISORS

2020 COMMITTEE ASSIGNMENTS

The following committees are standing committees. They serve as advisory committees and the recommendations made there from are referred to the full Board for action.

ADMINISTRATIVE (Chairman & Vice Chairman).....Crew/Axe

Budget Issues - All Departments
Health and Human Services Issues
Personnel Issues – All Departments

AGRICULTURE AND NATURAL RESOURCES.....Forster/Oneto

Agriculture Issues
Agriculture Advisory Committee
Mining Issues
Timber Issues
Weights & Measures Issues

LAND USE.....Axe/Forster

Land Use Issues

ECONOMIC & COMMUNITY DEVELOPMENT..... Axe/Crew

Economic Development Issues, including Sierra West Business Park, Mill site development and Carbondale Industrial Park, and Wicklow Planning

TRIBAL RELATIONS/BVAC JOINT COMMITTEEForster/Crew

PUBLIC WORKS Oneto/Crew

Public Works Issues, including Waste Management (Landfill)

WATER / JOINT WATER.....Oneto/Brown

****AD HOC COMMITTEE ASSIGNMENTS****

The following committees are Ad Hoc committees created to make recommendations to the full Board on a single topic or issue.

Buena Vista Rancheria Litigation Ad Hoc Committee	Forster/Crew
Ione Band/Plymouth Casino Litigation Ad Hoc Committee	Forster/Crew
2019/2020 Budget Ad Hoc Committee	Axe/Crew
.5 Cent Sales Tax Measure Ad Hoc Committee	Oneto/Axe/*Brown
Fire Clearance Standards Ad Hoc Committee	Brown/Oneto

**** OTHER APPOINTMENTS ****

Administrative Abatement Hearing Board (Chairman of the Board or his designee).....	Crew/Axe
Airport Committee	Axe/Brown
Airport Land Use Commission (ALUC).....	Axe/Brown
Amador Council of Tourism (ACT).....	Forster
Amador County Transportation Commission (ACTC).....	Oneto/Forster/Crew*
Amador County Recreation Agency (ACRA).....	Brown/Axe/Forster*
Amador County Solid Waste Management Regional Agency.....	Oneto/Axe/Crew*
Amador Fire Protection Authority (AFPA).....	Crew/Oneto*
Amador-Tuolumne Community Action Agency (A-TCAA).....	Axe/Brown
Amador Regional Sanitation Authority ARSA).....	Forster/Axe
Amador County Tree Mortality Committee.....	Oneto/Brown
Area 12 Agency on Aging.....	Axe/Brown*
Calaveras Amador Mokelumne River Authority.....	Oneto/Axe/Crew*
California State Association of Counties (CSAC) Board of Director.....	Forster/Brown*
CSAC Excess Insurance Authority.....	Forster/Lisa Hopkins*
Housing, Land Use and Transportation (CSAC).....	Forster/Brown*
Agricultural & Natural Resources (CSAC).....	Forster/Brown*
Central Sierra Child Support Agency.....	Brown/Axe/Crew*
Central Sierra Economic Development District (CSEDD)	Axe/Brown
Chamber of Commerce.....	Axe/Crew*
First 5 Amador Commission (Proposition 10).....	Forster/Axe*
Commission on Aging	Brown/Axe*
Disaster Council.....	Chairman/Vice Chairman
Emergency Medical Care Committee (EMCC) and Mountain Valley Emergency Medical Services Agency (MVEMSA).....	Brown/Crew*
Health Benefits Advisory Committee.....	Axe/Forster*
Kennedy Mine Foundation	Crew/Axe*
Local Agency Formation Commission (LAFCO)	Oneto/Crew/Forster*
Local Enforcement Agency Hearing Panel (LEA)	Crew *
Mental Health Board.....	Axe/Brown*
Mokelumne River Association and Upper Mokelumne Watershed Association.....	Oneto/Crew*
Upper Mokelumne River Watershed Authority (UMRWA).....	Oneto/Crew*
Mother Lode Job Training Agency Governing Board.....	Axe/Brown*
Mountain Counties Air Basin (MCAB) and Mountain Counties Water Resources.....	Oneto/Brown
National Association of Counties (NACo)	Forster/Axe*
Rural County Representatives of California (RCRC).....	Oneto/Axe*
Golden State Finance Authority (GSFA).....	Oneto/Axe*
Environmental Services Joint Powers Authority (ESJPA).....	Oneto/Jeff Gardner/Brown*
Regional Traffic Mitigation Oversight Committee.....	Forster/Crew*
Sierra Nevada Conservancy Sub Region Board	Oneto/Forster*
Sustainable Groundwater Management Act JPA.....	Forster/Oneto
UCCEE Central Sierra Multi County Partnership Advisory Council.....	Forster/Crew*
USFS MOU Committee.....	Oneto/Brown
Vehicle Abatement Authority.....	Brown/Axe*

* denotes alternate member

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Minutes: Review and possible recommendation relative to approval of the December 17, 2019 Board of Supervisors Meeting Minutes.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

- [December 17, 2019_DRAFT_Minutes.docx](#)

**Amador County Board of Supervisors
ACTION MINUTES**

REGULAR MEETING

DATE: Tuesday, December 17, 2019
TIME: 9:00 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

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

Present on Roll Call:

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

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

Absent: Brian Oneto, District V-Chairman-(Absent from Closed Session portion of meeting only).

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

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 8:30 a.m., the Board convened into closed session.**

REGULAR SESSION: **At 9:00 a.m., the Board convened into regular session. Vice-Chairman Crew advised the following items were heard in Closed Session.**

Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6
County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. Employee Organization: All Units

ACTION: **Nothing to report.**

Conference with County Counsel: Anticipated Litigation-{Government Code 54956.9 (d)(2)}

One Case

ACTION: **Direction given to staff.**

Confidential Minutes: Review and possible approval relative to the November 12, 2019 and November 26, 2019 Confidential Minutes.

ACTION: **Direction given pursuant to the following motion.**

MOTION: **It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to approve the November 12, 2019 and November 26, 2019 Confidential Minutes with clarification and amendment to the motion regarding the following Addendum added to the Closed Session Agenda for November 26, 2019.**

Ayes: **Supervisor Axe, Brown, Forster and Crew**

Noes: **None**

Absent: **Supervisor Oneto**

Public Employee Discipline/Dismissal/Release-Pursuant to Government Code Section 54965.5.

Chairman Oneto joined the meeting at this time and was present for the remainder of items heard.

PLEDGE OF ALLEGIANCE: Chairman Oneto led the Board and the public in the *Pledge of Allegiance*.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per person**.

Amador County Commission on Aging: Mr. Skip Schaufel, Commission on Aging Chairman, took this time to present the 2019-2019 Annual Report which is hereby incorporated into these minutes as though set forth in full.

Community Fund/BVAC Committee: Ms. Dana Calhoun, District II resident, addressed the Board and asked if BVAC Committee Meeting has been set yet as she is of the understanding a meeting should take place quarterly as stated in the ISA. County Counsel responded by stating the last meeting was held in October and to date another meeting has not been set. He advised staff will be working with the Tribe in the near future to ascertain a compatible date and time that will work for the Tribe and County staff. In addition, Ms. Calhoun requested the Board create or recognize an Advisory Committee comprised of those residents that live in close proximity of the Buena Vista Casino to advise the County on how the Community Funds should be allocated.

2020 Census: Ms. Lindy Niemann, recruiting agent for US Census, addressed the Board and expressed concern regarding placing advertising signs in specific locations within the County to increase public interest in applying for positions to assist in facilitating the Census in 2020. Ms. Niemann stated approximately 148 additional people are needed to fill necessary positions and all hiring needs to be in place by March 15, 2020 as that is when training will begin. Ms. Niemann stated the Planning Department has advised her she will be in violation of the current sign ordinance and possible encroachment issues if the signs are placed. Discussion ensued with the Board concurring that an accurate Census is important and advised a Special Meeting will be scheduled in the near future to discuss the possibility of amending or suspending the ordinance.

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.)

Chairman Oneto advised the following item was added to the Agenda as an Addendum for today's date as item 4g:

Amador Water Agency: Discussion and possible action regarding and amendment to the sub-recipient agreement between Amador Water Agency and the County of Amador.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew, and unanimously carried to approve the agenda as amended above.

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

ACTION: Direction given pursuant to the following motion.

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

REGULAR AGENDA

General Services Administration: Discussion and informational update regarding Library services and activities.

Ms. Laura Einstader, Librarian, addressed the Board and provided an informational update of services and activities at the library. Mr. Mark Olivarria, Facilities took this time to provide the Board with an update as to the status of contract negotiation for architectural services to make physical improvements at the library. He stated the main focus of the projects relate to County liability and ADA issues. Some items that will be completed are updated restrooms, safe path of travel and elimination of asbestos as well as moving the front counter and other various maintenance and aesthetic improvement needs such as new flooring, roof repairs and outside drainage. Mr. Olivarria stated staff has been working with the City of Jackson on eliminating as much garbage as possible from the park as well as around the library itself. Mr. Olivarria also pointed out that the owners of the ACE Hardware store adjacent to the Library have been excellent working partners and have been generously offering some of their parking area to be utilized for Library staff parking. Ms. Kim Holland, Senior Administrative Analyst, spoke briefly regarding the funding for the proposed projects and stated approximately \$400,000.00 was set aside for Library ADA and asbestos mitigations (as well as other improvements and repairs), however due to costs associated with preliminary drawings, testing and emergency repairs, approximately \$385,000.00 currently remains. Ms. Holland pointed out staff is working on a USDA grant that could supplement project costs up to 35% and that would greatly benefit project completion.

ACTION: Presentation only.

County Counsel: Discussion and possible action relative to potential adoption of a Nuisance Ordinance that would regulate offensive noise in residential areas particularly focusing on disturbing noises between 10:00 p.m. and 8:00 a.m.

Mr. Glenn Spitzer, Deputy County Counsel, addressed the Board and provided a brief summary of the background of this item. In summary, he stated after Board direction in July, 2019

to abandon the proposed regulations in favor of a more narrowly tailored nuisance ordinance that would address the specific noise complaints associated with short term rentals, the Land Use and Community Development Committee met three times in October and November regarding the ordinance. The Ordinance before the Board today is the result of those meetings and is recommended for approval. Mr. Spitzer continued by stating the proposed nuisance ordinance regulates offensive noise in residential areas and is based on a reasonableness standard, and it particularly focuses on disturbing noises between 10:00 p.m. and 8:00 a.m.

Supervisor Brown brought up a concern regarding the use of generators in residential areas in the event of a power outage. He stated some circumstances require generators to run 24/7 in an outage do to medical or other unforeseen issues of the residence. Mr. Spitzer advised an exemption is included in the ordinance for agricultural uses and does not apply to commercially zoned properties.

Undersheriff Gary Redman responded to Supervisor Brown's concern by stating that circumstances such as generator use would fall under the "reasonableness" verbiage in the ordinance and stated the Sheriff's Office would not issue citations during a PSPS event or other power outages. He stated this ordinance was essentially designed to make both the perpetrator and the property owner liable and focuses on noisy parties or other unreasonable noise between the hours of 10:00-8:00 a.m. Undersheriff Redman stated generators would not fall into that category in the specific situation of power outage.

Supervisor Forster brought up the situations of contractors or other residents who are required to work outside during the heat of the summer. He suggested perhaps the time frame should be amended to allow noise to begin at 7:00 a.m. instead of 8:00.

Chairman Oneto opened the discussion to the public at this time. The following individuals wished to speak.

Mr. Ross Anderson, District IV resident
Mr. Vern Inman, District III resident

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Brown and unanimously carried to waive the reading of the Nuisance Noise Ordinance with two amendments:

1. Remove the reference to "fireworks" in the example used at section (C) (2); and
2. Change the hours for prima facie violations in section (E) from 10:00 p.m. to 8:00 a.m. to 10:00 p.m. to 7:00 a.m.; and schedule for adoption on the Consent Agenda for January 14, 2019.

CSAC Annual Meeting Update: Presentation by Supervisor Richard Forster and Supervisor Brown relative to the recent California State Association of Counties annual meeting.

ACTION: Presentation only.

PUBLIC HEARING 10:30 A.M.

General Services Administration: Discussion and possible action relative to a public hearing relative to the Capital Facility Fee Annual Disclosure and Annual CCI Adjustment.

Discussion ensued with the following actions being taken.

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

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

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

MOTION #2: It was moved by Supervisor Forster seconded by Supervisor Crew and unanimously carried to adopt the following resolution accepting the 2018/19 Annual Disclosure and Review increasing the CFF by the 1.3% CCI for the County Administration Center portion only, effective January 1, 2020.

RESOLUTION NO. 19-161

Resolution accepting the 2018/19 Annual Disclosure and Review increasing the CFF by the 1.3% CCI for the County Administration Center portion only, effective January 1, 2020.

Rural County Representatives of California (RCRC): Discussion and possible action relative to appointment of a 2020 delegate and alternate for RCRC; and appointment of the 2020 delegate and alternate for the GSFA.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Brown and unanimously carried to appoint Supervisor Oneto as the 2020 delegate and Supervisor Axe as the alternate to Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA).

Minutes: Discussion and possible action relative to approval of the November 12, 2019 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Brown and unanimously carried to approve the November 12, 2019 Board of Supervisors Meeting Minutes with minor amendments.

Amador Water Agency (Addendum): Discussion and possible action regarding and amendment to the sub-recipient agreement between Amador Water Agency and the County of Amador.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to approve the amendment to the sub-recipient agreement between Amador Water Agency and the County of Amador.

ADJOURNMENT: Until Tuesday, January 14, 2020 at 8:30 a.m.

DECEMBER 17 CONSENT MINUTES

- 6.a. Assessor: Approved of roll correction values being decreased over 150,000 or values decreased 50% of the original value.
- 6.b. District Attorney: Approved Request to Increase Revenue/Fixed Assets to allocate funds received from the State of California for a Worker's Compensation grant.
- 6.c. Elections: Approved Budget Increase Request. The State is granting the County an additional \$116,500 for the purchase of election equipment. This increase increases the revenues and expenditures by the same amount, having no net effect on the General Fund.
- 6.d. Board of Supervisors: Approved a resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality.
Resolution 19-156
- 6.e. Behavioral Health: Approved a Resolution to increase Fee Schedule for 19-20
Resolution 19-157
- 6.f. Building Department: Adopted a resolution and authorized chairman to sign a Limited Density Owner-Built Rural Dwelling agreement: #LD01035-GLUEPEI/DONOVAN
Resolution 19-158
- 6.g. Building Department: Adopted a resolution and authorized chairman to sign Agreement to Limit Use of Agricultural Structure for AG01072-LANDGRAF
Resolution 19-159
- 6.h. Building Department: Adopted a resolution and authorized chairman to sign Limited Density Owner-Built Rural Dwelling agreement: LD01034-LANDGRAF
Resolution 19-160
- 6.i. Approved the adoption of Title 15.04 Amador County Code adopting the California Building Codes by reference
- 6.j. General Services Administration: Authorized the Awarding of RFQ 19-35 to Cal Engineering & Geology, Inc. for a period of three (3) years in an amount not to exceed \$190,000.00 for the Shake Ridge Road Storm Damage Repair Project and; 2) Authorize the Public Works Director and County Counsel to negotiate final terms and conditions based upon the sample agreement attached and Cal Engineering's proposal and; 3) Authorize the Chairman to execute the agreement contingent upon Public Works Director and County Counsel approval.
- 6.k. Behavioral Health: Approved the First Amendment to Agreement Nexus Youth and Family Substance Abuse Prevention fy 19/20
- 6.l. Behavioral Health: Approved an Agreement with El Dorado County Psychiatric Health Facility.
- 6.m. Public Works: Authorized contract change Order No. 1 for 2018/2019 County Road Dig-Outs Project, Buckhorn Ridge Rd & Pioneer Volcano Rd
- 6.n. General Services Administration: Authorized Staff to apply for the USDA Community Facilities Grant Opportunity to Offset Increased Library Renovation Costs
- 6.o. Social Services: Authorized request to back-fill one Eligibility Worker I/II (CalHR Eligibility Specialist I/II) position to replace an employee who has resigned effective December 2, 2019.

ADJOURNMENT: UNTIL TUESDAY, JANUARY 14, 2020 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

DRAFT

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: January 14, 2020

SUBJECT

Building Department-LD01036-AHLSTROM

-Variance to County Code 15.10.050(D), which requires a parcel of 5 acres minimum for the construction of a Limited Density Owner-Built Rural Dwelling. Approving this variance would allow for a Limited Density rural Build Dwelling to be created on the property by converting an existing garage. APN: 023-684-001-000

Recommendation:

Adopt the Resolutions and Authorize the Chairman to sign the Agreement.

4/5 vote required:

Yes

Distribution Instructions:

Once the Resolution is signed, return to the Building Department for recordation with the LD Agreement and Resolution

ATTACHMENTS

- [VARIANCE.Request.Ahlstrom.pdf](#)
- [VARIANCE.Staff Report.Ahlstrom.docx](#)
- [VARIANCE.APN Map.Ahlstrom.pdf](#)
- [VARIANCE.Resolution.Ahlstrom.rtf](#)
- [VARIANCE.Trust Transfer Deed.Ahlstrom.pdf](#)
- [Ahlstrom LDRD Resolution.docx](#)
- [Ahlstrom Agreement.pdf](#)

Glen and Janet Ahlstrom
24985 Shake Ridge Road
Volcano,CA. 95689

Dec. 3 2019

Phone 209-295-7057
Email @ geajka@msn.com

Clerk of the Board
Amador County

Dear Clerk of the Board:

We would like to request a vote by the board of supervisors regarding obtaining a variance to the County code Section 15.10.050 L.D. Regulations requiring 5 acre minimum parcel size. My parcel number is APN 23-684-001 Lot A, and is currently 4.77 acres.

We are planning on building our home in 2020 and we will be required to get a home loan to obtain the necessary funding. We have contacted numerous banks and they have all stated that they no longer provide new construction loans to home owners. The few banks that would give a new construction loan will only give it to a Licensed General Contractor. No Banks will grant a loan with just a garage structure in place. If we meet the LDRD requirements, we could then get a Home Equity Line of Credit.

If we meet the LDRD requirements, we would be able to convert part of our garage to a living space during the home building process without the requirement of installing a fire suppression system which would be very costly and not needed later as we plan to re convert the living space back to a work shop after the house is completed.

Any help we can get regarding this would be greatly appreciated as this variance would essentially be temporary. Thanks for your help.

Sincerely,

Glen and Janet Ahlstrom

STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: JANUARY 14, 2020

Building Department – Discussion and possible action regarding a request for a Variance from County Code §15.10.050(D), which defines a "rural parcel" as "five acres or larger for lands west of the Mount Diablo meridian line range 13/14," in order to convert a portion of an existing garage to a Limited Density Owner-Built Rural Dwelling on a 4.77-acre parcel. (APN 023-684-001)

APPLICANT: Glen & Janet Ahlstrom
PROPERTY OWNER: Glen & Janet Ahlstrom Trust
SUPERVISORIAL DISTRICT: 5
LOCATION: 24985 Shakeridge Road, Volcano

- A. GENERAL PLAN DESIGNATION: A-T, Agricultural-Transition
- B. PRESENT ZONING: "R1A," Single-family Residential and Agricultural District
- C. DESCRIPTION: The applicants are proposing to convert a portion of an existing garage to a Limited Density Owner-Built Rural Dwelling (LDRD) on a 4.77-acre parcel. The LDRD code requires minimum parcel size of 5 acres for LDRDs built west of the line separating Mount Diablo Ranges 13 and 14 (Dew Drop). Applicant's intent is to meet Amador County minimum code requirements for a single family dwelling in order to obtain financing for the conventional home they wish to build. After the required three year occupancy, the LDRD home would then be converted to garage space, a "Termination Agreement" shall be recorded for the conversion, and the construction of the permanent residence would commence simultaneously with conversion. The construction of an LDRD on a parcel less than 5 acres requires a variance from County Code §15.010.050(D).
- F. REQUESTED BOARD ACTION: Adopt a Resolution approving the requested variance, and adopt the following findings:

Finding:

1. This variance will not have a significant adverse effect on the environment and is categorically exempt according to Section 15305, Class 5 (minor variance not resulting in the creation of any new parcel) of the State CEQA Guidelines and a Notice of Exemption will be filed with the County Recorder.
2. This variance is temporary.

AHLSTROM
 023-684-001
 VARIANCE
 REQUEST FOR
 LD01036

23-68

Tax Area Code
 52-066

POR. SEC'S 32 & 33, T. 8N., R. 13E., M.D.B. & M.



Map changes become effective with the 99-2000 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only as described in 11's deed. No liability is assumed for the accuracy of the data delineated hereon.

NOTE: All drives and courts deeded to the Carson Pass Membership Assoc. Inc. per 387 or 676-80. Buckboard Drive accepted by County of Amador per 93-001878.

NOTE—Assessor's Block Numbers Shown in Ellipses. Assessor's Parcel Numbers Shown in Circles.

R.M. Bk. 4, Sub. Pg. 16 - Carson Pass Pines Unit No. 2 - R.M. Bk. 19, Pg. 49

Assessor's Map Bk. 23, Pg. 68
 County of Amador, Calif.

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION APPROVING A VARIANCE TO) RESOLUTION NO. 19-XXX
COUNTY CODE §15.10.050(D), LIMITED DENSITY)
OWNER-BUILT RURAL DWELLING (“LDRD”))
REGULATIONS REQUIRING A 5-ACRE MINIMUM)
PARCEL SIZE, TO ALLOW CONVERSION OF A)
PORTION OF AN EXISTING GARAGE TO A LDRD)
AT 24985 SHAKERIDGE ROAD APN 023-684-001 –)
GLEN & JANET AHLSTROM)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve a request for variance from County Code §15.10.050(D), which requires a five-acre minimum parcel size for Limited Density Owner-Built Rural Dwellings, to allow construction of a Limited Density Owner-Built Rural Dwelling on a 4.77-acre parcel located at 24985 Shakeridge Road, Volcano.

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 14th Day of January, 2020, by the following vote:

AYES:
NOES:
ABSENT:

CHAIR, Board of Supervisors

ATTEST:

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

RECORDING REQUESTED BY
GLEN E. AHLSTROM & JANET K.
AHLSTROM



Amador County Recorder
Sheldon D. Johnson
DOC- 2003-0009455-00

REQD BY GLEN E. AHLSTROM
Wednesday, JUN 25, 2003 16:42:24
Ttl Pd \$6.00 Nbr-0000060855
SDJ/R1/1-1

AND WHEN RECORDED MAIL TO:

Name GLEN AHLSTROM & JANET
Street Address 2054 ROSEDALE DRIVE
City State Zip SAN PABLO, CA 94806

ASSESSORS PARCEL NO. 023-684-001

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST TRANSFER DEED

Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.

Documentary transfer tax is \$ 0.00 .

Computed on full value of property conveyed, or Computed on full value less value of liens and encumbrances remaining at time of sale or transfer.

There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)

Unincorporated area: City of Volcano

and

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

- Transfer to a revocable trust;
- Transfer to a short-term trust not exceeding 12 years with trustor holding the reversion;
- Transfer to a trust where the trustor or the trustor's spouse is the sole beneficiary;
- Change to trustee holding title;
- Transfer from trust to trustor or trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
- Other:

GRANTOR(S): GLEN E. AHLSTROM & JANET K. AHLSTROM, HUSBAND AND WIFE

hereby GRANT(S) to GLEN E. AHLSTROM & JANET K. AHLSTROM DECLARATION TRUST

GLEN E. AHLSTROM & JANET K. AHLSTROM, TRUSTEE. EXECUTED AND INCORPORATED THIS 25th DAY OF June, 2003.

the following described real property in the County of AMADOR, State of California

PARCEL A AS SHOWN AND DELINEATED ON PARCEL MAP NO. 129 FOR CARSON PASS ASSOCIATES, FILED FOR RECORD NOVEMBER 24, 1971 IN BOOK "19" OF MAPS AND PLATS, PAGE 49, RECORDS OF AMADOR COUNTY.

APN: 023-684-001

Dated 6-25-03

State of California
County of Contra Costa
On 6-25-03

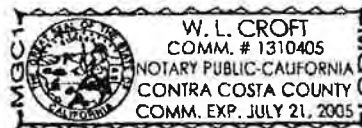
before me, W.L. Croft

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

WITNESS my hand and official seal.

Signature

W.L. Croft



Title Order No.

Escrow, Loan or Attorney File No.

MAIL TAX STATEMENTS TO:

NAME

ADDRESS

CITY, STATE, ZIP

NONJC-0014

TRUST TRANSFER DEED

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER-) RESOLUTION NO. 20-xxx
BUILT RURAL DWELLING – GLEN E. AHLSTROM & JANET K.)
AHLSTROM, TRUSTEES OF THE GLEN E. AHLSTROM &)
JANET K. AHLSTROM DECLARATION TRUST)

WHEREAS, Glen E. Ahlstrom & Janet K. Ahlstrom, Trustees of the Glen E. Ahlstrom & Janet K. Ahlstrom Declaration Trust (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property; and

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

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their January 14, 2020 meeting for Building Permit #LD01036; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Built Rural Dwelling Agreement by and between the County of Amador and Glen E. Ahlstrom & Janet K. Ahlstrom, Trustees of the Glen E. Ahlstrom & Janet K. Ahlstrom Declaration Trust on the terms and conditions contained therein as it relates to Building Permit #LD01036.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 14th Day of January, 2020 by the following vote:

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

Patrick Crew
Chairperson, Board of Supervisors

ATTEST:

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

By: _____

(Resolution No. 19-xxx)

01/14/2020

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 023-684-001-000
Limited Density Rural Dwelling: LD01036

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is entered into as of January 14, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Glen E. Ahlstrom and Janet K. Ahlstrom (AKA Janet Kay Ahlstrom), Trustees of the Glen E. Ahlstrom & Janet K. Ahlstrom Declaration Trust, ("Owner").

RECITALS

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

Parcel A as shown and delineated on Parcel Map No. 129 for Carson Pass Associates, filed for record November 24, 1971 in Book 19 of Maps and Plats, Page 49, Records of Amador County.

APN: 023-684-001-000

Owner desires to convert a portion of an existing, permitted garage to a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 Uniform Building Code Cycle.

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

C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

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

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

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

3.4 Owner agrees to return the converted Limited Density Owner-Built Rural Dwelling to original utility use occupancy in conjunction with the construction of a single family dwelling built with a conventional building permit under current Title 24 California Residential Code.

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

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the

Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.


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

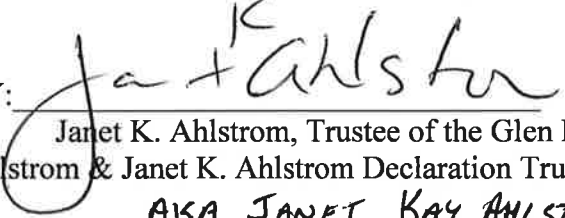
7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: GLEN E. AHLSTROM & JANET K. AHLSTROM DECLARATION TRUST

BY: _____
Brian Oneto
Chairperson, Board of Supervisors

BY: 
Glen E. Ahlstrom, Trustee of the Glen E. Ahlstrom & Janet K. Ahlstrom Declaration Trust

BY: 
Janet K. Ahlstrom, Trustee of the Glen E. Ahlstrom & Janet K. Ahlstrom Declaration Trust
AKA JANET KAY AHLSTROM

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

Please see attach form per Notary public.

ACKNOWLEDGMENT

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

State of California
County of AMADOR)

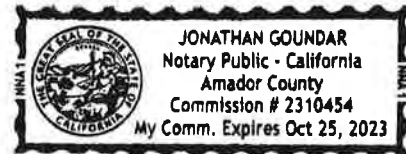
On DECEMBER 3RD, 2019 before me, JONATHAN GOUNDAR, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California
County of AMADOR)

On DECEMBER 6TH, 2019 before me, JONATHAN GOUNDAR, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: January 14, 2020

SUBJECT

Assessor: Secured Roll Correction - approval of roll correction values being decreased over \$150,000 or with values being decrease 50% or more.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor & Auditor

ATTACHMENTS

- [Roll Corrections..pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
011-140-037-000	2019	A0431	S	011-140-037-000	011-140-037-000	052-049	052-049
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	247,836	26,454		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-221,382		

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

Owner MATULICH LINDA L REVOCABLE LIVING TRUST
Mailing Address 143 SPRINGCREEK DR
IONE CA 95640

TaxBill Days		Print R/C Wks	C
R/C Date	Dec 10, 2019	Print R/C Letter	C
Created By	tm	R/C Completed	C

Situs

Bill Comments California Land Conservation Act Contract #445

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date	Initials	Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date	Initials	Date

Assessor _____ Signature _____ Date _____ Auditor _____ Signature _____ Date _____ County Counsel _____ Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
011-140-038-000	2019	A0432	S	011-140-038-000	011-140-038-000	052-049	052-049
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	474,803	50,705		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-424,098		

Owner MATULICH LINDA L REVOCABLE LIVING TRUST
Mailing Address 143 SPRINGCREEK DR
IONE CA 95640

Situs

Bill Comments California Land Conservation Act Contract #445

Supl Info

N 10 % PP Penalty

N Restricted

N Timber Preserve

N 5151 Interest

N 506 Interest

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates

From 1 From 2 Thru

TaxBill Days

R/C Date Dec 10, 2019

Created By tm

Print R/C Wks C

Print R/C Letter C

R/C Completed C

Appraiser _____
Initials Date

Supv Appr _____
Initials Date

Chief Appr _____
Initials Date

Asmt Clerk _____
Initials Date

Off Mgr _____
Initials Date

Assessor _____ Signature _____ Date _____

Auditor _____ Signature _____ Date _____

County Counsel _____ Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
011-140-039-000	2019	A0433	S	011-140-039-000	011-140-039-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	129,667	12,348		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-117,319		

Owner MATULICH LINDA L REVOCABLE LIVING TRUST
Mailing Address 143 SPRINGCREEK DR
IONE CA 95640

Situs

Bill Comments California Land Conservation Act Contract #445

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted		
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru
			

TaxBill Days		Print R/C Wks	<input type="checkbox"/>
R/C Date	Dec 10, 2019	Print R/C Letter	<input type="checkbox"/>
Created By	tm	R/C Completed	<input type="checkbox"/>

Appraiser _____ Initials Date	
Supv Appr _____ Initials Date	Asmt Clerk _____ Initials Date
Chief Appr _____ Initials Date	Off Mgr _____ Initials Date

Assessor _____ Date Auditor _____ Date County Counsel _____ Date

Signature Date Signature Date Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
011-170-017-000	2019	A0434	S	011-170-017-000	011-170-017-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	72,357	3,169		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-69,188		

Owner MATULICH LINDA L REVOCABLE LIVING TRUST
Mailing Address 143 SPRINGCREEK DR
IONE CA 95640

Situs

Bill Comments California Land Conservation Act Contract #445

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days		Print R/C Wks	C
R/C Date	Dec 10, 2019	Print R/C Letter	C
Created By	tm	R/C Completed	C

Appraiser	_____	_____	_____
	Initials	Date	
Supv Appr	_____	_____	Asmt Clerk _____
	Initials	Date	Initials Date
Chief Appr	_____	_____	Off Mgr _____
	Initials	Date	Initials Date

Assessor _____ Signature _____ Date _____ Auditor _____ Signature _____ Date _____ County Counsel _____ Signature _____ Date _____

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: January 14, 2020

SUBJECT

Requesting increase in Water Development budget in the amount of \$155,000.00 for contract administration and program implementation services with Terry Cox for the Community Development Block Grant - Phase II of the Pioneer Park Water Rehabilitation project. Budget increase will be offset with grant reimbursement revenue.

Recommendation:

Approve Budget Increase request.

4/5 vote required:

Yes

Distribution Instructions:

Auditor's Office, Budget Director, General Services Agency-Kim Holland

ATTACHMENTS

- [Budget Increase-2520 Water Development CDBG 12.13.19.pdf](#)

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: _____

REQUESTED BY: _____

DEPARTMENT: _____

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$

REASON FOR THE REQUEST:

BUDGET TRANSFER:
TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL
TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:
TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:
IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: January 14, 2020

SUBJECT

Increasing Parks and Recreation Impact Fee budget to help pay for tennis/basketball courts at Howard Park in Ione. Increase in appropriations will come from the South County Parks and Rec impact fee account, no new revenue will be received. Board approved allocation of impact fees to the City of Ione to help fund the Howard Park Improvements at their meeting on 11/12/19.

Recommendation:

Approve requested budget increase.

4/5 vote required:

Yes

Distribution Instructions:

Auditor's Office, Budget Director

ATTACHMENTS

- [Budget Increase - 7101-Parks & Rec Howard Park Improvements 12.13.19.pdf](#)

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: _____

REQUESTED BY: _____

DEPARTMENT: _____

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$

REASON FOR THE REQUEST:

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: January 14, 2020

SUBJECT

General Services Administration: USDA Community Facilities Grant Opportunity to Offset Increased Library Renovation Costs

Recommendation:

1) Approve the attached resolution for the USDA grant to offset the increased cost of architectural and construction costs for the Library project.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA

ATTACHMENTS

- [Memo Library Renovation Grant for Resolution 12.26.19.pdf](#)
- [BOS Resolution USDA Grant Application 12.26.19.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



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: December 26, 2019

SUBJECT: USDA Community Facilities Grant Opportunity to Offset Increased Library Renovation Costs

Background: On December 17, 2019 the Board authorized staff to apply for a USDA grant to offset approximately 35% of the costs for architectural and construction costs for the Library project.

Subject or Key Issue: In addition to grant forms, USDA requires a Board resolution.

Analysis: Per our USDA representative, Tonja Galentine, in addition to grant forms, USDA requires a Board resolution. This information is not within the grant forms that staff received from USDA, but is located on their website. This appears to be the only additional information needed currently.

Alternatives: N/A

Fiscal or Staffing Impacts: Unknown at this time

4/5ths vote: N/A

Recommendation(s): 1) Approve the attached resolution for the USDA grant to offset the increased cost of architectural and construction costs for the Library project.

cc: Chuck Iley, CAO
file

Attachments: Resolution for Grant Application

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

IN THE MATTER OF:

RESOLUTION APPROVING A GRANT APPLICATION
TO THE UNITED STATES DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT FOR
A FEDERAL ASSISTANCE GRANT FOR THE
AMADOR COUNTY, JACKSON BRANCH
RENOVATION AND ADA/ASBESTOS MITIGATION

RESOLUTION NO.20-XXX

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby agree to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance the Amador County Library, Jackson Branch Renovations and ADA/Asbestos Mitigations.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Amador authorizes the Chairman of the Board and County Administration Officer to sign and execute all documents relating to the USDA Rural Development grant.

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 14th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: January 14, 2020

SUBJECT

Surveying Dept. - Mary and Pete Corosu - 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 on the east side of Goose Creek Road, 500 feet southerly of the intersection of Goose Creek Road and Duck Creek Road in the Lake Camanche area. Assessor Parcel No.'s 003-593-001 and 003-593-002.

Recommendation:

Adopt the Resolution of Intent to Vacate and set the Public Hearing date.

4/5 vote required:

No

Distribution Instructions:

Set Public Hearing date, send out the Notices, return 1 copy of Notice and 2 copies of the resolution to Surveying; 1 set certified.

ATTACHMENTS

- [Corosu Vacate Resolution.doc](#)
- [Corosu PH Notice.doc](#)

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

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO
VACATE A PUBLIC UTILITY EASEMENT
FOR MARY KIM SCHLAHTA-COROSU AND
PETE V. COROSU III, AKA PETER COROSU III

RESOLUTION NO. 2020-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 excepting from said abandonment the westerly 25' between the front lot line and the 25' building setback line for Mary Kim Schlahta-Corosu and Pete V. Corosu III, AKA Peter Corosu III; 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, 2020, 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 xxx day of xxx, 2020, by the following vote:

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

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

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

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 excepting from said abandonment the westerly 25' (twenty five feet) between the front lot line and the 25' building setback line and a Certificate of Merger from Mary Kim Schlahta-Corosu and Pete V. Corosu III, AKA Peter Corosu III. The Merger consists of merging Lots 940 and 941, as said lots are shown and designated on the subdivision map of Lake Camanche Village Unit 3-A", as said map is recorded in the Office of the Recorder of Amador County in Book 3 of Subdivision Maps at Page 37, et. seq. The abandonment of the ten-foot wide public utility easement is located along the lot line between lots 940 and 941. The centerline of said 10 foot wide easement being the common line between lots 940 and 941. The Property is located on the east side of Goose Creek Road, 500 feet southerly of the intersection of Goose Creek Road and Duck Creek Road in the Lake Camanche area. Assessor Parcel No.'s 003-593-001 and 003-593-002.

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: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Approval of a Resolution of Intention to annex territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #12).

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

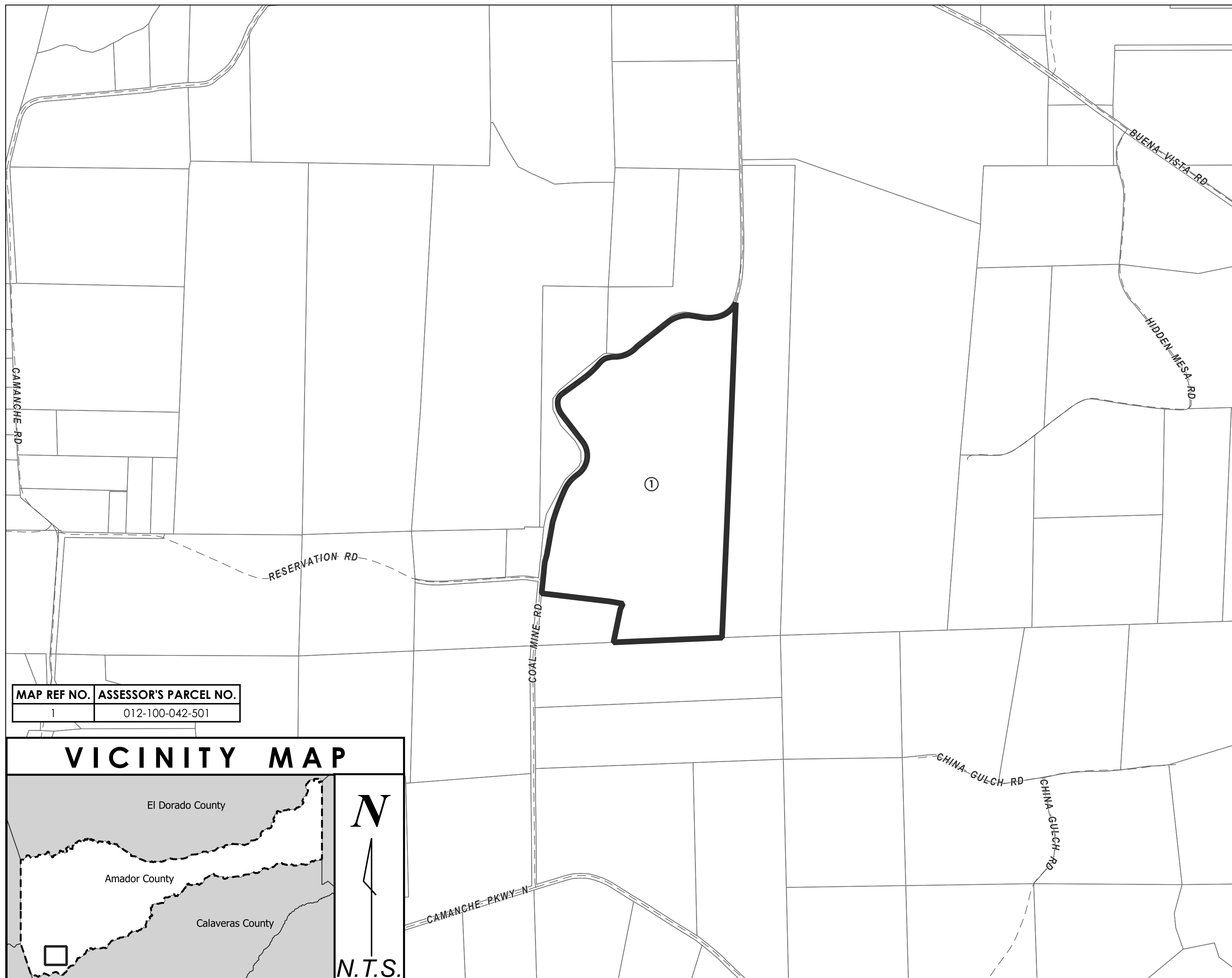
Board Clerk, AFD, Auditor-Controller

ATTACHMENTS

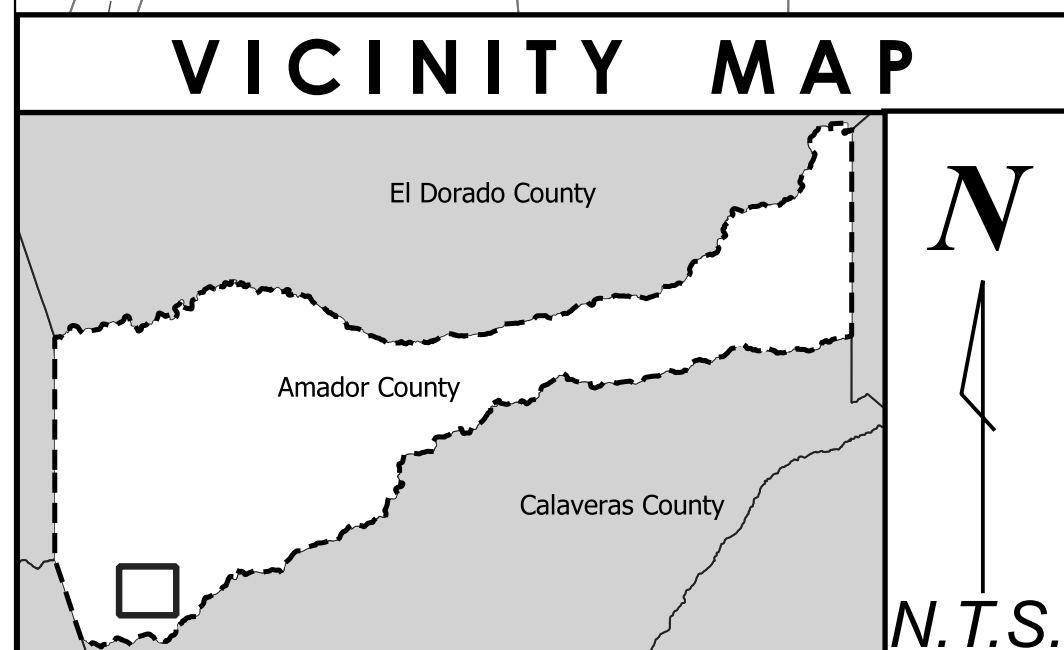
- [Resolution of Intention Exhibit A.pdf](#)
- [Resolution of Intention Annexation No12.doc](#)

ANNEXATION MAP NO. 12 OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (FIRE PROTECTION SERVICES)

COUNTY OF AMADOR
STATE OF CALIFORNIA



MAP REF NO.	ASSESSOR'S PARCEL NO.
1	012-100-042-501



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS THIS _____ DAY OF _____, 2020.

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 12 TO THE COUNTY OF AMADOR COMMUNITY FACILITIES DISTRICT 2006-1 (FIRE PROTECTION SERVICES), STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020, BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

FILED THIS _____ DAY OF _____, 2020, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF AMADOR
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (FIRE PROTECTION SERVICES) OF THE COUNTY OF AMADOR FILED WITH THE AMADOR COUNTY RECORDER'S OFFICE ON NOVEMBER 30, 2006, FILED IN BOOK 1 OF THE MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 340 AS INSTRUMENT NO. 2006-0014071.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE AMADOR COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE AMADOR COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL THE DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- PROPOSED BOUNDARY
- SURROUNDING PARCELS
- MAP NUMBER REFERENCE

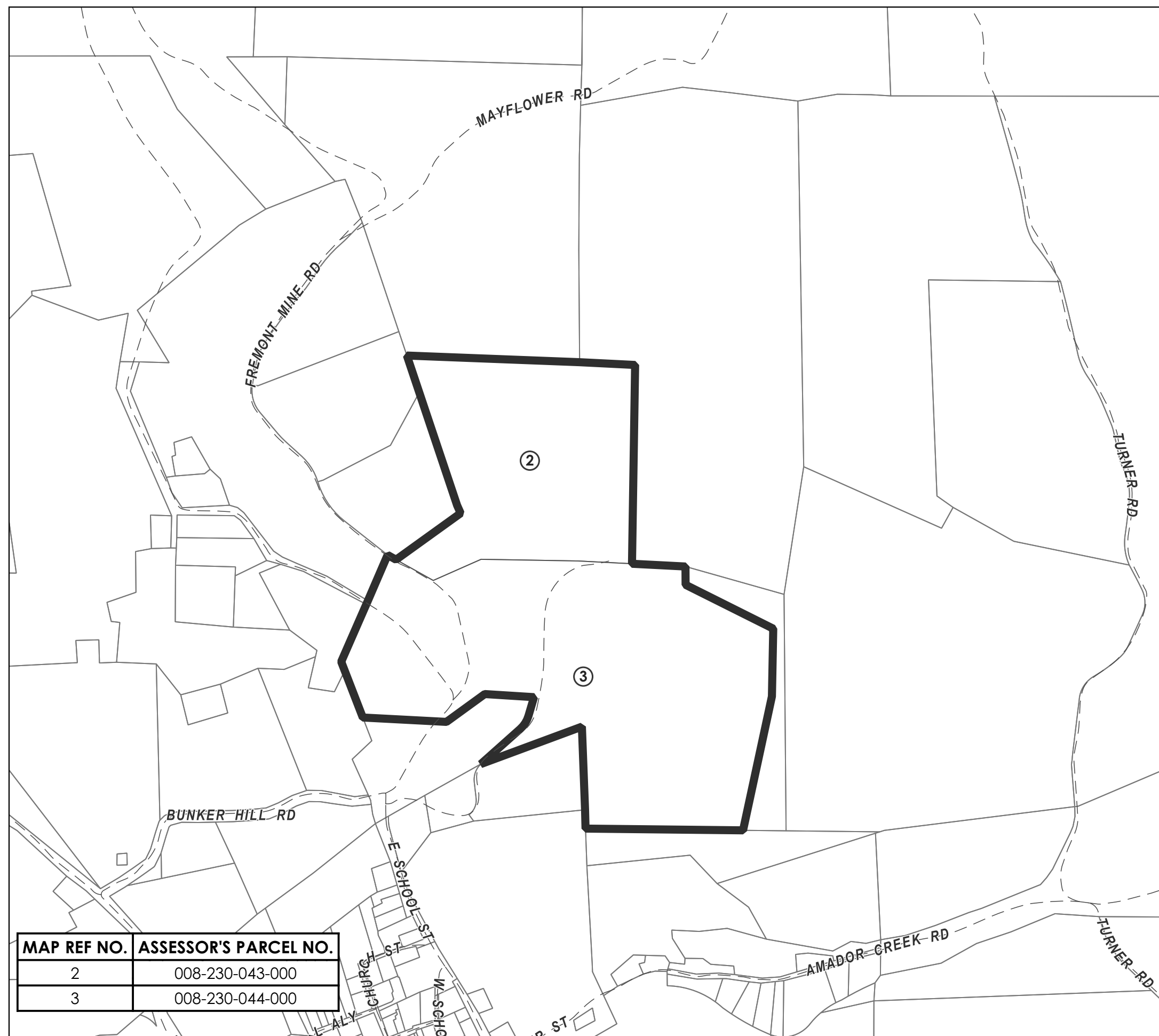


334 Via Vera Cruz
Suite 256
San Marcos, California 92078
Phone (760) 510-0290 Fax (760) 510-0288

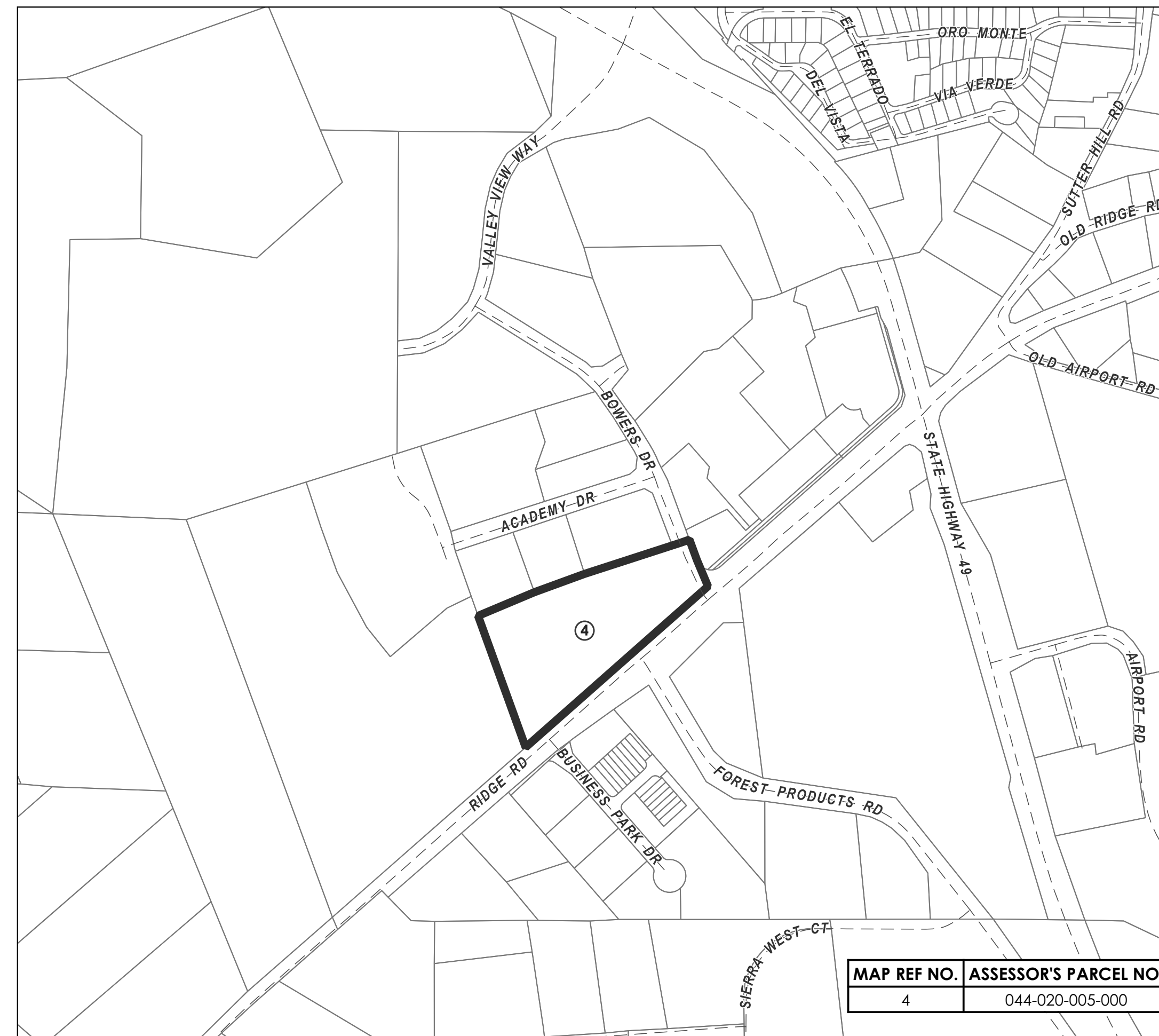
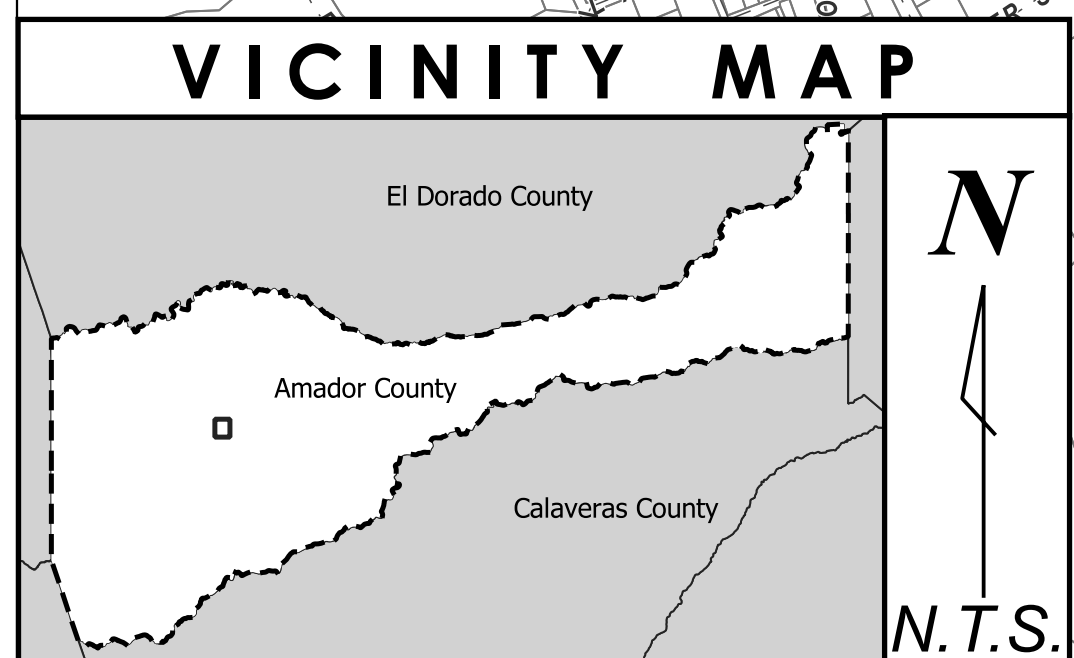
Date Prepared: DECEMBER 2019

ANNEXATION MAP NO. 12 OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (FIRE PROTECTION SERVICES)

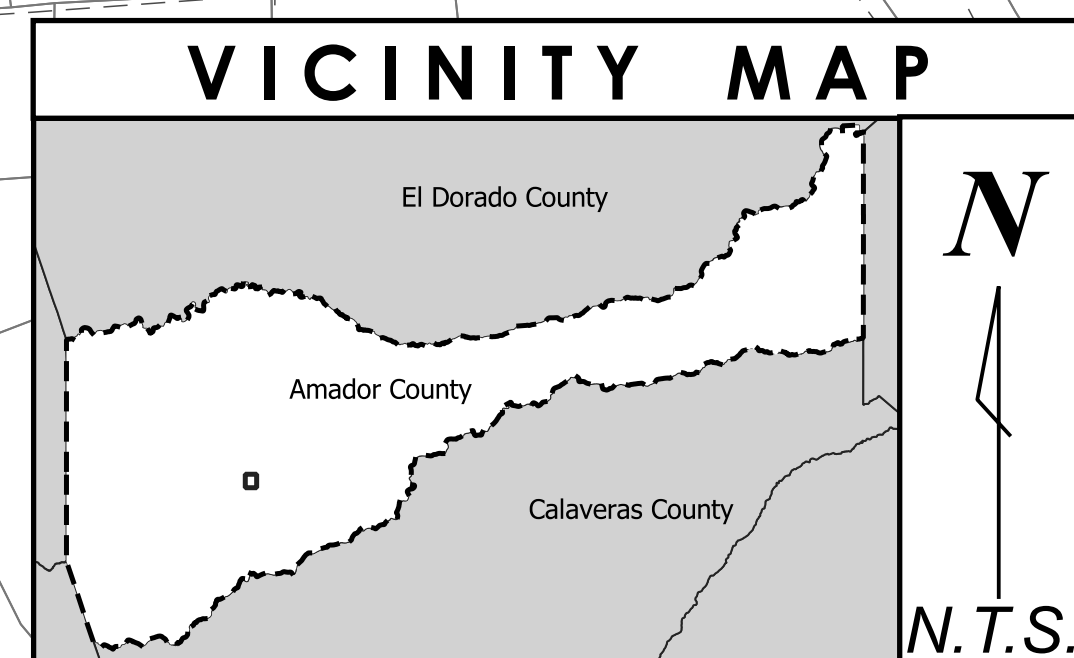
COUNTY OF AMADOR
STATE OF CALIFORNIA



MAP REF NO.	ASSESSOR'S PARCEL NO.
2	008-230-043-000
3	008-230-044-000



MAP REF NO.	ASSESSOR'S PARCEL NO.
4	044-020-005-000



Legend

- PROPOSED BOUNDARY
- SURROUNDING PARCELS
- MAP NUMBER REFERENCE

KOPPE & GRUBER
PUBLIC FINANCE

334 Via Vera Cruz
Suite 256
San Marcos, California 92078
Phone (760) 510-0290 Fax (760) 510-0288

Date Prepared: DECEMBER 2019

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO COMMUNITY FACILITIES
DISTRICT NO. 2006-1 (FIRE PROTECTION
SERVICES), COUNTY OF AMADOR, STATE
OF CALIFORNIA (ANNEXATION #12)

RESOLUTION NO. _____

WHEREAS, the Board of Supervisors (the “Board”) of the County of Amador (the “County”) conducted proceedings under and pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the “Act”), to form its Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the “Community Facilities District”), to authorize a special tax to finance certain public services, and to establish the appropriations limit for the Community Facilities District, all as set forth in the Board’s Resolution No. 2007-11 (Resolution of Formation) adopted on January 9, 2007 (the “Resolution of Formation”); and

WHEREAS, pursuant to a special mailed-ballot election that same day, the Board was authorized to levy the special tax within the Community Facilities District; and

WHEREAS, the Boundary Map of the Community Facilities District was recorded on November 30, 2006 in the Book of Maps of Assessment and Community Facilities Districts maintained by the County Recorder of the County of Amador in Book 1 at Page 340; and

WHEREAS, the Board now intends to annex territory to the Community Facilities District; and

WHEREAS, there has been delivered to the Clerk of the Board a map entitled “Annexation Map No. 11 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”), a reduced copy of which is attached hereto marked Exhibit A; and

WHEREAS, the land proposed to be annexed to the Community Facilities District (the “Annexation Area”) is that land within the boundaries shown on the Annexation Map, a copy of which is available for inspection at the office of the Clerk of the Board; and

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Declaration of the Board. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the County and that the statements, findings and determinations of the County set forth above and in the preambles of the documents approved herein are true and correct.

SECTION 2. The Board's Intention and Findings. The Board declares its intention to annex the Annexation Area to the Community Facilities District, and hereby determines that the public convenience and necessity require the annexation of the Annexation Area to the Community Facilities District, and hereby further determines that such annexation is advantageous to the residents of the County and the owners of the property within, and to the residents and future residents of, the Community Facilities District and the Annexation Area.

SECTION 3. No Change in Services. The Community Facilities District is not authorized to finance any facilities, and no change is proposed in this regard; and the fire protection services authorized to be financed by the Community Facilities District are not proposed to be changed by the proposed annexation, except that if the annexation is completed, the services will also be provided in the Annexation Area.

SECTION 4. Change in Rate and Method of Apportionment of the Special Tax. Alteration of the rate and method of apportionment of the special tax within the Community Facilities District is contemplated by these proceedings regarding the annexation of the Annexation Area, including the addition of a Seasonal Residential and Season Non-Residential category that will apply prospectively to properties that are not accessible in winter. Additionally, property owners will be allowed to exempt one parcel from annexation from an annexing parcel map, provided, however, if there is a residential unit on the property it will be deemed the parcel to be designated as the Remainder Parcel. No changes to the rate and method of apportionment if special tax will be made as it pertains to the existing area within the Community Facilities District.

SECTION 5. Provision of Services and Allocation of Special Tax Revenues. The use and allocation of the special tax revenues to provide the fire protection services within the Community Facilities District will be as provided in the joint community facilities agreements (Government Code Section 53316.2) between the County and the fire protection districts that will provide the fire protection services in the Annexation Area.

SECTION 6. Special Tax Lien. If the Annexation Area is annexed to the Community Facilities District, it shall be subject to a special tax from the time of its inclusion in the Community Facilities District as provided in the rate and method of apportionment contained in the Resolution of Formation; and the special tax will be secured by the recordation of a continuing lien against all non-exempt real property in the Annexation Area.

SECTION 7. Date, Time and Place of the Public Hearing. The Board hereby sets Tuesday, the 25th day of February 2020, at the hour of 10:30 o'clock A.M., or as soon thereafter as the Board may consider the matter, in the Board of Supervisors' Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California, as the date, time

and place for a public hearing to be held by the Board to consider the annexation of the Annexation Area to the Community Facilities District. At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District, and within the Annexation Area, may appear and be heard, and the testimony of all interested persons or taxpayers for or against the annexation of the Annexation Area to the Community Facilities District will be heard and considered.

SECTION 8. Protest Procedure. All written protests against the annexation not presented in person by the protester at the public hearing must be filed with the Clerk of the Board prior to the time set for the hearing. If fifty (50) percent or more of the registered voters, or six (6) registered voters, whichever is more, residing within the existing Community Facilities District, or if fifty (50) percent or more of the registered voters or six (6) registered voters, whichever is more, residing within the Annexation Area, or if the owners of one-half (1/2) or more of the area of land in the territory included in the existing Community Facilities District, or if the owners of one-half (1/2) or more of the area of land in the Annexation Area file written protests against the proposed annexation of territory to the existing Community Facilities District, and protests are not withdrawn prior to the close of the public hearing so as to reduce the protests to less than a majority, these annexation proceedings shall be abandoned and no further proceedings shall be undertaken for a period of one (1) year from the date of the decision by the Board on the issues discussed at the public hearing.

SECTION 9. The Board's Discretion. At the conclusion of the public hearing, the Board may abandon the proceedings to annex the Annexation Area to the Community Facilities District or it may, after passing upon all protests, determine to proceed to call an election to submit to the qualified electors of the Annexation Area the question of annexing the Annexation Area to the Community Facilities District and authorizing the levy of the Community Facilities District special tax within the Annexation Area.

SECTION 10. Qualified Electors. If the Board determines at the conclusion of the public hearing to proceed with the annexation, it expects that the election required to accomplish the annexation will be by the landowners within the Annexation Area voting in accordance with the Act, as the Board is informed that during the 90 days prior to the date set for the hearing, there have been times when there were fewer than twelve (12) registered voters residing within the Annexation Area. The Board will require this information to be confirmed before ordering the election.

SECTION 11. Giving of Notice of the Public Hearing. Notice of the time and place of the public hearing shall be given by the Clerk in the following manner:

(a) A Notice of Public Hearing in the form required by the Act shall be published once in the *AMADOR LEDGER DISPATCH*, a newspaper of general circulation published in the area of the Community Facilities District, pursuant to Section 6061 of the Government Code of the State of California and shall be completed at least seven (7) days prior to the date set for the public hearing; and

(b) A Notice of Public Hearing in the form required by the Act shall be mailed, first class postage prepaid, to each owner of land, and to each registered voter

residing, within the Annexation Area (to property owners at their addresses as shown on the last equalized assessment roll, and to registered voters at their addresses as shown on the records of the Amador County Registrar of Voters, or in either case as otherwise known to the Clerk). The mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

SECTION 12. Approval of Annexation Map. The Board hereby approves the Annexation Map, and finds that the map is in the form and contains the matters prescribed by Section 3110.5 of the California Streets and Highways Code.

SECTION 13. Recordation of Annexation Map. The Board hereby directs the Clerk to certify the adoption of this resolution on the face of the Annexation Map, and to forthwith file a copy of the Annexation Map with the County Recorder of Amador County for recordation in the Books of Maps of Assessment and Community Facilities Districts of the County of Amador pursuant to Section 3111 of the California Streets and Highways Code.

SECTION 14. Effective Date. This resolution shall take effect immediately upon its adoption.

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 14th day of January 2020 by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

EXHIBIT A

[ATTACH A REDUCED COPY OF THE ANNEXATION MAP]

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: January 14, 2020

SUBJECT

Resolution for 180- Day Wait Period Exception for Sheriff's Services Technician

Recommendation:

Approval of Resolution for 180-Day Wait Period Exception for Sheriff's Services Technician

4/5 vote required:

No

Distribution Instructions:

Sheriff's Office; Auditor-Controller

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

County Counsel: Adoption of an Ordinance adding Chapter 9.44 to the Amador County Code establishing a law to address noise nuisance in residential neighborhoods. (First Reading Waived on December 17, 2019)

Recommendation:

Adoption

4/5 vote required:

No

Distribution Instructions:

Code Enforcement, Sheriff's Office, Board Clerk

ATTACHMENTS

- [Noise Ordinance - regular ord \(12-18-19\).pdf](#)
- [Noise Ordinance_Memo.pdf](#)

**ORDINANCE ADDING CHAPTER 9.44 OF THE AMADOR COUNTY CODE REGARDING
PUBLIC NUISANCE NOISE**

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

SECTION I. Chapter 9.44 is hereby added to the Amador County Code as follows:

“Chapter 9.44 Public Nuisance Noise

- A. Title and general finding: This chapter shall be known as, and may be cited and referred to as, the Public Nuisance Noise Ordinance. The intent of the ordinance is to address noise nuisance from short term rentals and other residential uses. The County finds that the enforcement of this ordinance is an important public service, critical to the protection of the public health, the improvement of the quality of life in the community, and the enhancement of public safety and general welfare of the citizens of the County of Amador.

- B. Unlawful noise: It shall be unlawful for any person to make, continue, or cause to be made or continued, within the limits of the unincorporated County, any disturbing, excessive, or offensive noise which causes discomfort or annoyance to any reasonable person of normal sensitivity.

- C. Factors for consideration: The characteristics and conditions which should be considered in determining whether a violation of the provisions of this section exists should include, but not be limited to, the following:
 - (1) The level of the noise;
 - (2) The context and whether the nature of the noise is usual or unusual (for example: music and cheering may be appropriate during a Fourth of July party);
 - (3) The level of the ambient noise;
 - (4) The proximity of the noise to residential structures or other sleeping facilities;
 - (5) Whether the noise is unusual given the zoning and allowed uses (for example: see section 19.80.030 regarding agricultural uses);
 - (6) The time at which the noise occurs;
 - (7) The duration of the noise; and
 - (8) Whether the noise is recurrent, intermittent, or constant.

- D. Owner liable: In addition to the perpetrator, the property owner shall also be responsible for any violations under this chapter. The owner is liable regardless of their relationship with the perpetrator.

- E. Prima facie violations: Any disturbing noise occurring between the hours of 10:00 p.m. and 7:00 a.m. that is plainly audible from a neighboring property shall constitute evidence of a prima facie violation of this chapter. Examples of which include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting or transmitting any loud music or noise from an amplifying device, and the habitual barking or howling of animals.
- F. Enforcement discretion: Nothing in this chapter shall be construed as requiring the Sheriff or Code Enforcement Officer to enforce this chapter, or as requiring the District Attorney to prosecute violations. These officials and personnel maintain the discretion to enforce and prosecute. Nothing in this chapter is intended to impose a mandatory duty on any County employee.
- G. Commercial and industrial exemption: This chapter only applies to residential uses. Any rental of residential property, including short term rental of property through any websites used for that purpose, such as airbnb.com, vrbo.com, sublet.com, or corporatehousing.com, is deemed a residential use.
- H. Criminal enforcement:
1. Finding and intent: It is the intent of the County in enacting this “Criminal enforcement” provision to give the Sheriff the ability to address the direct source of any noise nuisances at or near the time of the nuisance. The intent is to give the Sheriff the ability to issue a citation to the violator regardless of whether that person is the owner of the property.
 2. Citation: In performing his or her duties under this chapter, the Sheriff and his or her designated representative shall have the authority and discretion to issue a warning or misdemeanor citation for violations under this chapter and to take appropriate action to abate a nuisance including making an arrest if necessary.
- I. Administrative enforcement:
1. Finding and Intent: It is the intent of the County in enacting this “Administrative enforcement” provision to give the Code Enforcement Officer the ability to penalize the property owner for the noise nuisance with a separate and distinct citation. The property owner shall be responsible for any noise nuisance occurring on his or her property regardless of whether that owner is on site at the time of the violation and regardless of whether that owner is aware of the violation. This provision is also intended to address absentee property owners who rent to noisy short-term renters (*i.e.*, those who rent for less

than 30 days and who have less incentive to maintain the peace and quiet of the neighborhood than do owners and long-term renters).

2. Nonexclusive remedy: The Code Enforcement Officer shall have the discretion and authority to administer citations and fines, as set forth below, in addition to any enforcement procedures established in Chapter 2.06 (Code Enforcement).
3. Separate violations: Each and every day that a violation of this chapter exists constitutes a separate and distinct offense. A violation is subject to a citation as follows:
 - a. First administrative citation within a 12-month period: warning.
 - b. Second administrative citation within a 12-month period: \$200 fine.
 - c. Third administrative citation within a 12-month period: \$500 fine.
 - d. Any successive administrative citation within a 12-month period: \$1000 fine.
4. Sufficient evidence required: The Code Enforcement Officer shall not issue a citation or fine unless there is sufficient evidence of a violation. Sufficient evidence includes credible witness statements, video or audio recordings, or other evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. A Sheriff-issued citation or report shall qualify as sufficient evidence.
5. Contents of administrative citation: Administrative citations shall be issued to the owner of the property on which the violation occurred, and shall contain the following information:
 - a. General contents: The heading: “Administrative Citation pursuant to Amador County Public Nuisance Noise Ordinance, Chapter 9.44”; the name and address of the property owner; the name of persons causing the violation if known; a description of the violation; the time and date of the disturbance; the amount of the administrative fine imposed for the violation, or if no fine, then “warning”; a copy of any Sheriff citation or report; a statement that enforcement under this chapter does not preclude the County or other agencies from pursuing other remedies; direction that any fine shall be payable to the County of Amador and delivered to the Planning Department within the County Administration Building.
 - b. Notice of right to request hearing: The citation shall also contain a statement that the property owner may request a hearing of the Board of Supervisors regarding the imposition of the fine or warning. Any request shall be directed to the Code Enforcement Officer and submitted with a fee of seventy-five dollars within ten calendar days of the date the citation is served. The citation shall also contain a statement that a failure to request a hearing within the ten days will be deemed an

admission of the violation and a failure to exhaust administrative remedies in any subsequent action to challenge any decision or action under this chapter.

6. Hearing to challenge fine or warning: Any person may challenge the citation directly to the Board of Supervisor by paying a fee of seventy-five dollars when filing a request for a hearing with the Code Enforcement Officer. The request shall be filed within ten calendar days of the date the citation is served and shall note the name of the property owner, the address of the property, the date of the cited violation, and a statement of any material facts supporting the reason for the appeal.
7. Failure to pay a monetary sanction: All fines shall be payable to the County of Amador within 30 days of service of the citation or, if a hearing is requested, within 30 days of the hearing. Any amount owed after the 30 days shall be subject to a late fee of 10 percent of the owed amount and then shall accrue interest at a rate of 7% per year.
8. Liens: To the fullest extent allowed by law, and after notice and a hearing, the Board of Supervisors may declare any owed fines inclusive of penalty and interest a lien on any real property owned by the property owner, and thereby authorize the collection and any action necessary to collect or perfect the lien.
9. Request for hardship waiver: Within the time allowed to request a hearing, and in the same manner, the owner may request a hardship waiver to reduce the amount of the fine or of the hearing cost. The Planning Department Director or the Board of Supervisors may grant the waiver upon a showing by the owner that they have made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden.
10. Continuing violation: In the case of a continuing violation, the County shall provide the violator a reasonable period of time, but not to exceed one week, to correct or otherwise remedy the violation prior to the imposition of administrative fines.”

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

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the day of 2019, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy



GREGORY G. GILLOTT
County Counsel

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

MEMORANDUM

TO: Board of Supervisors
FROM: Deputy County Counsel, Glenn Spitzer
DATE: December 18, 2019
SUBJECT: Nuisance Noise Ordinance

A handwritten signature in blue ink, appearing to be "GS", located next to the "FROM" field.

This is the second reading for the Nuisance Noise Ordinance. The ordinance came before the Board of Supervisors for a first reading on December 17, 2019. The Board unanimously approved the ordinance with two amendments: 1) remove the reference to "fireworks" in the example used at section (C)(2); and 2) change the hours for prima facie violations in section (E) from 10:00 pm – 8:00 am to 10:00 pm -- 7:00 am.

For a more detailed background and description of the ordinance, please see the attached memorandum dated November 25, 2019.



GREGORY G. GILLOTT
County Counsel

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

MEMORANDUM

TO: Board of Supervisors
FROM: Deputy County Counsel, Glenn Spitzer
DATE: November 25, 2019
SUBJECT: Nuisance Ordinance

BACKGROUND AND RECOMMENDATION: On February 12, 2019, the Board of Supervisors directed staff to explore short term rental regulation. Thereafter, the Planning Commission had three hearings to discuss proposed short term rental regulations.

On July 23, 2019, the Board of Supervisors directed staff to abandon the proposed regulations in favor of a more narrowly tailored nuisance ordinance that would address the specific noise complaints associated with short term rentals.

The Land Use and Community Development Committee met three times in October and November regarding the requested nuisance ordinance. At the final hearing, the Committee recommended approval of the ordinance that is now before the Board of Supervisors.

PROPOSED NUISANCE ORDINANCE: The proposed nuisance ordinance regulates offensive noise in residential areas. It is based on a reasonableness standard, and it particularly focuses on disturbing noises between 10:00 pm and 8:00 am.

The proposed ordinance has two levels of enforcement--making both the perpetrator and the property owner liable. The Sheriff is the first level of enforcement. As the person who will almost always be the first responder, the Sheriff's deputy will have the ability to issue a warning or citation to the person creating the nuisance, thereby addressing the nuisance as it happens.

The Code Enforcement Officer is the second level of enforcement. The Code Enforcement Officer will have the ability to issue administrative citations to the property owner--starting with a warning and then with progressively higher fines. This second level of enforcement is meant to capture the absentee property owner who may not have been the direct cause of the nuisance, but who is the indirect cause by allowing nuisances to occur on their property.

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: January 14, 2020

SUBJECT

Building Department-Agreement to Limit Use of Agricultural Structure for AG01074-Bronzich

Recommendation:

Adopt the Resolution and authorize the Chairperson to sign the Agreement to Limits of Agricultural Structure.

4/5 vote required:

No

Distribution Instructions:

Once the Agreement is signed, return to the Building Department with certified Resolution and Acknowledgment of the Chairperson's signature.

ATTACHMENTS

- [AG01074.Agree.Notarized.Bronzich.pdf](#)
- [AG01074.APN Map.Bronzich.pdf](#)
- [AG01074.Plot Plan.Bronzich.pdf](#)
- [AG01074.Resolution.Bronzich.docx](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 008-120-030-000
Site Address: 5379 Carbondale Road, Plymouth
Agricultural Building Permit Exemption No.:AG01074

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 14, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Susan A. Bronzich, Trustee of the Susan A. Bronzich Revocable Trust, ("Owner").

RECITALS

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

Parcel No. 6 as set forth and delineated upon that certain Record of Survey entitled "A Portion of Sections 18 and 19, T. 7N., R. 10E., and Section 24, T. 7N., R. 9E., M.D.B.&M.," filed for record on March 8, 1968 in Book 14 of Maps and Plats, page 6, Records of Amador County.

EXCEPTING THEREFROM that portion described in Trustee's Deed dated May 28, 1969 and recorded June 17, 1969 in Book 184 of Official Records, page 447, Records of Amador County.

TOGETHER WITH a non-exclusive easement for road and utility purposes in the location of that certain 60-foot easement and that certain 56 foot easement as delineated on that certain Record of Survey filed March 8, 1968, in Book 14 of Maps and Plats, page 6, Records of Amador County, hereinabove more particularly set forth.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress and for public utilities 56 feet in width in the location of that certain easement as reserved in deed from Joseph Reade, et ux, to Anthony J. Giannuzzi, et ux, recorded April 17, 1970 in Book 193 page 486, Records of Amador County.

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

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

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

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

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

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

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

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

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

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

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

COUNTY:

OWNER: SUSAN A. BRONZICH REVOCABLE TRUST

BY: _____
Patrick Crew
Chairperson, Board of Supervisors

BY: 
Susan A. Bronzich, Trustee of the Susan A. Bronzich Revocable Trust

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

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

State of California
County of AMADOR)

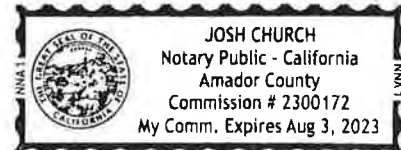
On JANUARY 7, 2020 before me, JOSH CHURCH, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

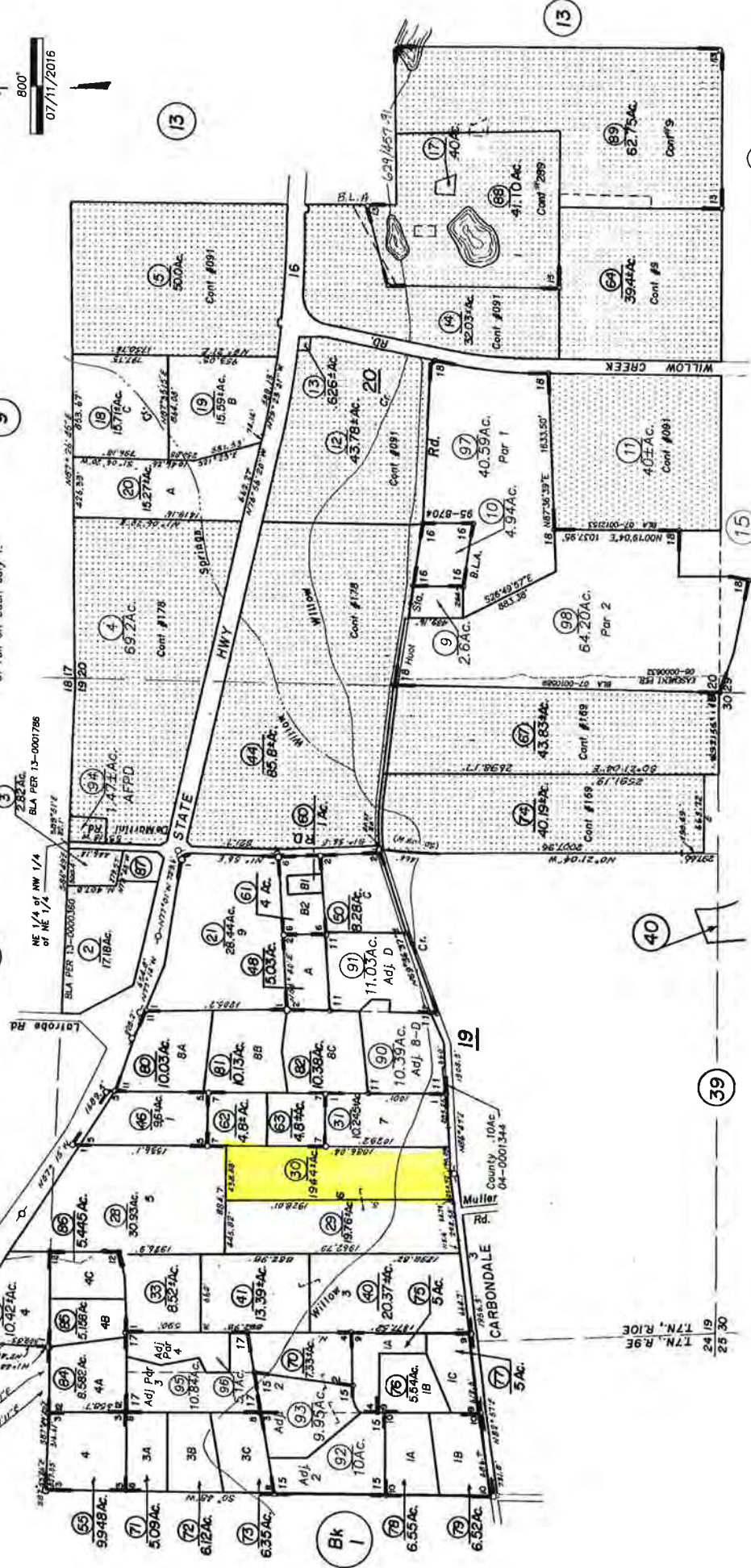
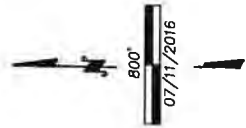


POR. SEC'S 18, 19, 20, & 29, T.7N, R.10E, M.D.B.&M.
 POR. SEC. 24, T.7N., R.9E., M.D.B.&M.

8-12

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

Map changes become effective with the 2014-2015 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.



Assessor's Map Bk. 8, Pg. 12
 County of Amador, Calif.

- 14- R.M.Bk.47, Pg.24 (12/17/83)
- 15- R.M.Bk.47, Pg.62 (9/29/94)
- 16- R.M.Bk.49, Pg.44 (11/17/95)
- 17- R.M.Bk.54, Pg.80 (9/21/2002)
- 18- R.M.Bk.60, Pg.44 (1/29/2008)

- 9- R.M. Bk 25, Pg. 64
- 10- R.M. Bk. 25, Pg. 73
- 11- R.M. Bk. 26, Pg. 31
- 12- R.M. Bk. 27, Pg. 17
- 13- R.M. Bk. 45, Pg. 35 (1/13/00)

- 5- R.M. Bk. 21, Pg. 88
- 6- R.M. Bk. 23, Pg. 80
- 7- R.M. Bk. 25, Pg. 41
- 8- R.M. Bk. 25, Pg. 63

- R.M. Bk. 17, Pg. 2
- 1- R.M. Bk. 14, Pg. 6
- 2- R.M. Bk. 20, Pg. 1
- 3- R.M. Bk. 21, Pg. 55
- 4- R.M. Bk. 21, Pg. 56

AG01074
 BRONZICHA
 008-120-030

Susan A. Bronzich Trust
5379 Carbondale Rd. Plymouth, Ca. 95669

Proposed Pole Barn

RECEIVED

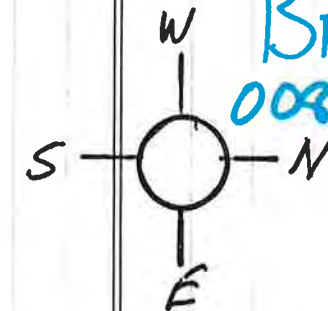
JAN 07 2020

AMADOR COUNTY
BUILDING DEPT.

APPROVED

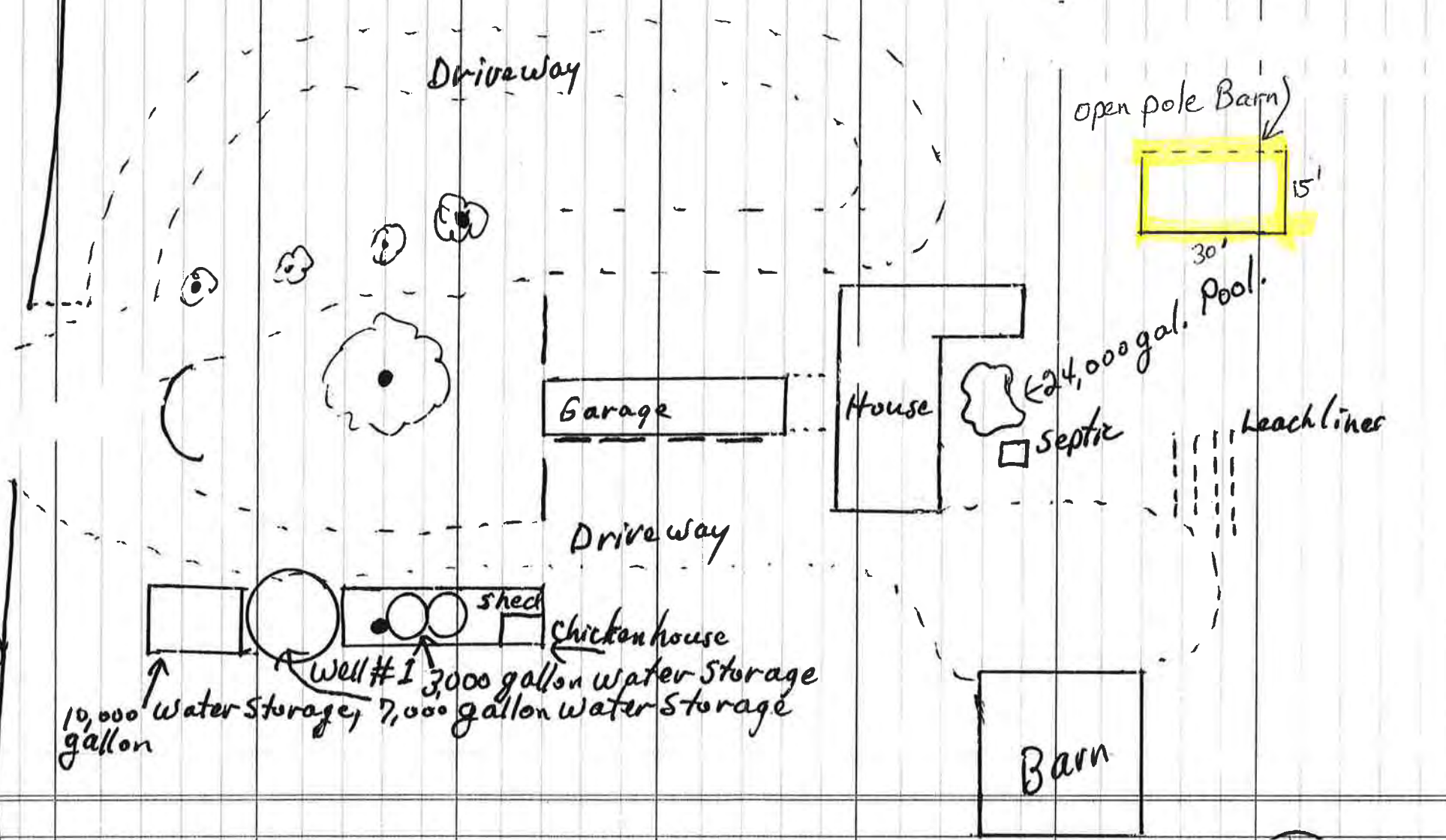
AG01074

BRONZICH
008-120-030



JOB COPY

Carbondale Rd



Total 40,000 gallons Storage of Water. + 24,000 Pool gallons
2 = 10,000 Gallon Storage

BUILDING PLAN IN CONFORMANCE WITH ZONE DISTRICT FOR PROPERTY

Chuck Booth

approved

008-120-030 1-7-2020

APN

Plan

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 20-xxxx
STRUCTURE – SUSAN A. BRONZICH, TRUSTEE OF)
THE SUSAN A. BRONZICH REVOCABLE TRUST)

WHEREAS Susan A. Bronzich, Trustee of the Susan A. Bronzich Revocable Trust, (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

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

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01074 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their January 14, 2020 meeting; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01074 by and between the County of Amador and Susan A. Bronzich, Trustee of the Susan A. Bronzich Revocable Trust, on the terms and conditions contained therein as it relates to Building Permit #AG01074.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 14th Day of January, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Patrick Crew
Chairperson, Board of Supervisors

ATTEST:

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

By: _____

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: January 14, 2020

SUBJECT

Behavioral Health First Amendment to Agreement with Mental Health America of Northern California for Prevention and Early Intervention Programs

Recommendation:

Approve First Amendment

4/5 vote required:

No

Distribution Instructions:

Please return signed agreements to Karen Vaughn in Behavioral Health

ATTACHMENTS

- [Memo to BOS Mental Health America PEI.pdf](#)
- [Mental Health America of Nor Cal PEI signed agreement fy 18 21.pdf](#)
- [Mental Health of Nor Cal PEI signed Agreement.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

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



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director *MC*

Date: December 16, 2019

RE: Mental Health America of Northern California – Prevention and Early Intervention (PEI) Labyrinth Stress Reduction Project and LGBTQ Support Groups for Fiscal Year 2019-2020
Awarded RFP 18-14

Background:

In 2004, California voters passed Proposition 63, the Mental Health Services Act (MHSA), which became law on January 1, 2005. The Act imposes 1% taxation on personal income exceeding \$1 million. Over the past 8 years, these funds have transformed, expanded, and enhanced the current mental health system. MHSA has allowed Amador County Behavioral Health Services (ACBHS) to significantly improve services and increase access for previously underserved groups through the creation of community based services and supports, prevention and early intervention programs, workforce, education and training, as well as innovative, new approaches to providing programs to the public.

The MHSA has multiple components including: Community Services and Supports; Prevention and Early Intervention; Workforce, Education and Training; Innovation Projects; as well as Capital Facilities and Technology.

Stakeholders are involved in community program planning which includes:

- The Behavioral Health Advisory Board, - Consumers and their Families, including Transitional Age Youth, Adults, & Older Adults, of the Mental Health Services Act / Cultural Competency Steering Committee - Targeted Underserved Groups including Latinos, Veterans, Homeless, & LGBTQ - Mental health and substance abuse staff of Amador County Behavioral Health (ACBHS) - ACBHS Partner Agencies/Organizations.

Key Issue:

As a result of strong community engagement and subsequent cessation of the innovation phase of Mental Health Services Act funding, the walking labyrinth project was created to increase access to timely services and reducing isolation for individuals living in rural communities within Amador County, targeting older adults, veterans, parents/caregivers, transitional age youth, Spanish speaking and LGBTQ communities. Also monthly LGBTQ support groups are needed, increasing support for LGBTQ communities in Amador County while improving access to timely behavioral health services.

Staff analysis:

Research was conducted to determine that Mental Health America of Northern California is the only peer-run organization that offers services in Amador County.

Recommendation/Request:

Approve the FY 19-20 1st Amendment with Mental Health America of Northern California – PEI.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of May 14, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit 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 prevention and early intervention 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 prevention and early intervention services 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.

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4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2018 through June 30, 2021. 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.

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- 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.3 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall

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not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

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

10.2 ~~Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.~~

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

11. INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within five (5) business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

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advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

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

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

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

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

11.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-

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insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. ~~The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.~~
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy

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endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.

11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

13. DOCUMENTS AND RECORDS.

13.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least 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

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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

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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, 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

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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: Mental Health America of Northern California
720 Howe Avenue, Suite 102
Sacramento, CA 95825

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

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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.

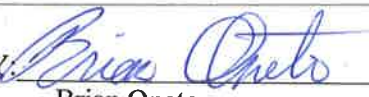
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every 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.

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

COUNTY OF AMADOR

MENTAL HEALTH AMERICA OF
NORTHERN CALIFORNIA, a California
nonprofit corporation

BY: 
Brian Oneto
Board of Supervisors

BY: 
SUSAN GALLASHER,
Executive Director

Federal I.D. No.: 94-1476949

3/28/19

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Gregory Gillott
County Counsel

BY: 
Deputy

ATTACHMENT A – SCOPE OF WORK

Fiscal Years 18/19, 19/20, 20/21

Mental Health America (MHA) PEI Projects: Labyrinth Stress Reduction Project, LGBTQ Support Groups & Peer Support Liaison

Background

From 2014-16, Amador County Behavioral Health Services funded an Innovations Project through NorCal Mental Health America. During this time, thousands of residents of Amador County participated in Wellness Day activities, stress reduction support groups and trainings, and demographic data collection activities. These efforts were aimed at reducing stress and culminated in the formation of a walking labyrinth project. For thousands of years, labyrinths have been used as a holistic method of reducing stress and increasing mindfulness. The labyrinth is located in community settings and can be walked at any time. The project increases access to timely services while reducing isolation and suicidal risk factors for individuals living in rural communities within Amador County. As part of the PEI project, NorCal MHA will assist in connecting individuals, self-identified through the PEI program with Amador County Behavioral Health Services, and other social services and supports.

Program Description

NorCal MHA will utilize a full time Program Coordinator (PC) to provide the Labyrinth stress reduction services as a method for outreach and engagement in isolated, rural parts of Amador County and to the underserved communities living in these regions; ultimately increasing knowledge and understanding pertaining to mental health and improving timely access to Behavioral Health services.

The PC will provide 12 Labyrinth walks in the community throughout the year; targeting older adults, veterans, parents/caregivers, TAY, Spanish speaking, and LGBTQ communities and those at risk for developing a mental illness.

The PC will provide 12 LGBTQ support groups in the community throughout the year; targeting transition aged youth, adults and older adults. The PC will provide resources related to the community defined Family Acceptance Project for TAY and their families; and increase linkage and access to timely services for LGBTQ populations in Amador County.

NorCal MHA shall provide a part time Peer Liaison who will work directly with individuals needing services and supports, in an effort to engage them early in the course of their illness.

Program Objectives:

1. Provide 12-15 labyrinth activities/walks in the community each year, including rural, isolated areas in Amador County.
2. Provide at least 1 LGBTQ support group each month in Amador County.
3. Improve holistic health and emotional well-being for participants in Amador County.
4. Provide referral, linkage and system navigation services to participants demonstrating a higher need for behavioral health services.
5. Foster resilience in participants to aid in the prevention of mental illness.
6. Increase timely access to mental health services in Amador County.

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7. Reduce risk of suicide in older adults, adults, veterans, and TAY.
8. Reduce risk of isolation, depression and suicide in LGBTQ communities throughout Amador County.
9. Track and measure services provided to participants using sign in sheets, demographic surveys, and/or other surveys created by ACBHS and/or NorCal MHA.
10. Participate in local stakeholder meetings and community events in Amador County fostering community outreach and promoting accessing to services. Local stakeholder meetings that must be attended is the Mental Health Services Act/Cultural Competency Steering Committee Meeting.

Program Evaluation:

Quarterly program reports and monthly financial reports will be provided to ACBHS in the format they prescribe. Program outcome data will be provided to ACBHS that includes both qualitative and quantitative information. NorCal MHA will include a narrative description of services and activities provided throughout the quarter. The following data and reports are required to be provided to ACBHS on a quarterly basis: Contractor Quarterly Survey, Contractor Quarterly Narrative Report, Participant Well-Being Surveys and Sign-In Sheets. All program data will be used for evaluation purposes.

In addition, NorCal MHA will be required to submit demographic data required by Amador County Behavioral Health that aligns with reporting requirements under the MHSA. This data will be included in the data collection that ACBHS requires quarterly.

Cultural Competency:

NorCal MHA must demonstrate commitment and/or cultural competency through the annual submission of cultural competency plans or policies and procedures.

NorCal MHA staff providing the services in this scope of work shall provide proof of cultural competency trainings to ACBHS annually. NorCal MHA staff may participate in the annual Cultural Competency Training provided by ACBHS in order to fulfill this requirement.

Target Population

The target populations for this program are residents of Amador County, who are at risk or may be experiencing early signs of mental illness, including:

- Youth (ages 6-18)
- Transitioned Aged Youth
- Single Parent
- Adults
- Older Adults
- Veterans
- At risk of mental illness
- LGBTQ
- Latino community
- Native Americans

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AMADOR PEI BUDGET

TOTAL CONTRACT COST (FY1 18/19 + FY2 19/20 + FY3 20/21) NOT TO EXCEED:

\$206,582.00

AMADOR COUNTY RFP NO. 18-14 (PEI) PROGRAM STAFFING DETAIL			
YEAR ONE (9/1/18 – 6/30/19; 10 MONTHS)			
POSITIONS:	No. FTEs	Total 10-Month Salary	Total Program Salary
Prevention: Marla Vander Meer	0.50	\$35,000.00	\$17,500.00
Early Intervention: Linda Crabtree <i>dy</i>	0.50	\$35,000.00	\$17,500.00
Total Program Salaries (Year 1):	1.0		\$35,000.00
YEAR TWO (7/1/19 – 6/30/20; 12 MONTHS)			
POSITIONS:	No. FTEs	Total 12-Month Salary	Total Program Salary
Prevention: Marla Vander Meer	0.50	\$42,000.00	\$21,000.00
Early Intervention: Linda Crabtree <i>dy</i>	0.50	\$42,000.00	\$21,000.00
Total Program Salaries (Year 2):	1.0		\$42,000.00
YEAR THREE (7/1/20 – 6/30/21; 12 MONTHS)			
POSITIONS:	No. FTEs	Total 12-Month Salary	Total Program Salary
Prevention: Marla Vander Meer	0.50	\$42,000.00	\$21,000.00
Early Intervention: Linda Crabtree <i>dy</i>	0.50	\$42,000.00	\$21,000.00
Total Program Salaries (Year 3):	1.0		\$42,000.00
ALLOCATED POSITIONS (ALL YEARS)			
POSITIONS: Executive Director, Associate Director, Accounting/Payroll, HR/Operations	No. FTEs	Total Period Salary	Total Program Salary
YEAR ONE (9/1/18 – 6/30/19; 10 MONTHS)	0.015	\$354,167.00	\$5,313.00
YEAR TWO (7/1/19 – 6/30/20; 12 MONTHS)	0.015	\$425,000.00	\$6,375.00
YEAR THREE (7/1/20 – 6/30/21; 12 MONTHS)	0.015	\$425,000.00	\$6,375.00

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AMADOR COUNTY RFP NO. 18-14 (PEI) PROGRAM BUDGET | YEAR ONE (9/1/18 – 6/30/19)

CONTRACTING AGENCY

**TOTAL ANNUAL BUDGET
(FY1 18/19)**

Mental Health America of Northern California

\$66,582.00

SECTION 1: PROGRAM STAFF SALARIES AND EMPLOYEE BENEFITS (10 MONTHS)		ALLOCATION
1.a.	Program Staff (1.0 FTE)	\$35,000.00
1.b	Payroll Taxes @ 10%	\$3,500.00
1.c.	Employee Benefits @ 14%	\$4,900.00
	Total Program Personnel Expenditures:	\$43,400.00
		3,400.00

SECTION 2: PROGRAM OPERATING EXPENSES (10 MONTHS)		ALLOCATION
2.a.	Occupancy Expenses	\$2,500.00
2.b	Cell Phones/Telecommunications	\$500.00
2.c.	Office Supplies and Materials	\$2,500.00
2.d	Office Equipment	\$2,000.00
2.e.	Travel, Transportation, and Mileage	\$2,500.00
2.f.	Training, Education, and Professional Development (program staff)	\$3,500.00
2.g.	Volunteer Stipends/Stakeholder Financial Support	\$500.00
2.h	Professional Services	\$1,500.00
2.i.	Miscellaneous Operating Expenses	\$500.00
	Total Program Operating Expenditures:	\$16,000.00

SECTION 3: TOTAL PROGRAM EXPENSES		ALLOCATION
3.a.	Personnel Expenditures (Section 1)	\$43,400.00
3.b	Operating Expenditures (Section 2)	\$16,000.00
	Total Program Expenditures:	\$59,400.00

SECTION 4: OVERHEAD AND ALLOCATED PERSONNEL COSTS		ALLOCATION
4.a.	Allocated Personnel Salaries	\$5,313.00
4.b	Allocated Personnel Payroll Taxes @ 10%	\$531.00

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4.c.	Allocated Personnel Employee Benefits @ 14%	\$744.00
4.d	Allocated Operating Costs	\$594.00
Total Administrative Overhead and Allocated Expenditures:		\$7,182.00

TOTAL FY1 (18/19) CONTRACT COST (SECTION 3 + SECTION 4) NOT TO EXCEED: \$66,582.00

AMADOR COUNTY RFP NO. 18-14 (PEI) PROGRAM BUDGET | YEAR TWO (7/1/19 – 6/30/20)

CONTRACTING AGENCY

**TOTAL ANNUAL BUDGET
(FY2 19/20)**

Mental Health America of Northern California

\$70,000.00

SECTION 1: PROGRAM STAFF SALARIES AND EMPLOYEE BENEFITS (12 MONTHS)		ALLOCATION
1.a.	Program Staff (1.0 FTE)	\$42,000.00
1.b	Payroll Taxes @ 10%	\$4,200.00
1.c.	Employee Benefits @ 14%	\$5,880.00
Total Program Personnel Expenditures:		\$52,080.00

SECTION 2: PROGRAM OPERATING EXPENSES (12 MONTHS)		ALLOCATION
2.a.	Occupancy Expenses	\$3,000.00
2.b	Cell Phones/Telecommunications	\$600.00
2.c.	Office Supplies and Materials	\$500.00
2.d	Office Equipment	\$250.00
2.e.	Travel, Transportation, and Mileage	\$3,000.00
2.f.	Training, Education, and Professional Development (program staff)	\$570.00
2.g.	Volunteer Stipends/Stakeholder Financial Support	\$500.00
2.h	Professional Services	\$500.00
2.i.	Miscellaneous Operating Expenses	\$500.00
Total Program Operating Expenditures:		\$9,420.00

SECTION 3: TOTAL PROGRAM EXPENSES		ALLOCATION
3.a.	Personnel Expenditures (Section 1)	\$52,080.00
3.b	Operating Expenditures (Section 2)	\$9,420.00

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	Total Program Expenditures:	\$61,500.00
	SECTION 4: OVERHEAD AND ALLOCATED PERSONNEL COSTS	ALLOCATION
4.a.	Allocated Personnel Salaries	\$6,375.00
4.b.	Allocated Personnel Payroll Taxes @ 10%	\$638.00
4.c.	Allocated Personnel Employee Benefits @ 14%	\$893.00
4.d.	Allocated Operating Costs	\$594.00
	Total Administrative Overhead and Allocated Expenditures:	\$8,500.00
TOTAL FY2 (19/20) CONTRACT COST (SECTION 3 + SECTION 4) NOT TO EXCEED:		\$70,000.00

AMADOR COUNTY RFP NO. 18-14 (PEI) PROGRAM BUDGET YEAR THREE (7/1/20 - 6/30/21)		
CONTRACTING AGENCY	TOTAL ANNUAL BUDGET (FY3 20/21)	
Mental Health America of Northern California	\$70,000.00	
	SECTION 1: PROGRAM STAFF SALARIES AND EMPLOYEE BENEFITS (12 MONTHS)	ALLOCATION
1.a.	Program Staff (1.0 FTE)	\$42,000.00
1.b.	Payroll Taxes @ 10%	\$4,200.00
1.c.	Employee Benefits @ 14%	\$5,880.00
	Total Program Personnel Expenditures:	\$52,080.00
	SECTION 2: PROGRAM OPERATING EXPENSES (12 MONTHS)	ALLOCATION
2.a.	Occupancy Expenses	\$3,000.00
2.b.	Cell Phones/Telecommunications	\$600.00
2.c.	Office Supplies and Materials	\$500.00
2.d.	Office Equipment	\$250.00
2.e.	Travel, Transportation, and Mileage	\$3,000.00
2.f.	Training, Education, and Professional Development (program staff)	\$570.00
2.g.	Volunteer Stipends/Stakeholder Financial Support	\$500.00
2.h.	Professional Services	\$500.00
2.i.	Miscellaneous Operating Expenses	\$500.00

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	Total Program Operating Expenditures:	\$9,420.00
	SECTION 3: TOTAL PROGRAM EXPENSES	ALLOCATION
3.a.	Personnel Expenditures (Section 1)	\$52,080.00
3.b	Operating Expenditures (Section 2)	\$9,420.00
	Total Program Expenditures:	\$61,500.00
	SECTION 4: OVERHEAD AND ALLOCATED PERSONNEL COSTS	ALLOCATION
4.a.	Allocated Personnel Salaries	\$6,375.00
4.b	Allocated Personnel Payroll Taxes @ 10%	\$638.00
4.c.	Allocated Personnel Employee Benefits @ 14%	\$893.00
4.d	Allocated Operating Costs	\$594.00
	Total Administrative Overhead and Allocated Expenditures:	\$8,500.00
TOTAL FY3 (20/21) CONTRACT COST (SECTION 3 + SECTION 4) NOT TO EXCEED:		\$70,000.00

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ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit 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 41 U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "C" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-1476949

Printed Name: Susan Gallagher Date 3/28/19

Title: Executive Director

Signature: 

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

Handwritten initials and date:
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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 MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation. (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit 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

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Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103

- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
 - 2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and

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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

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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.

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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.

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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")

Mental Health America of Northern
California, a California nonprofit
corporation ("Business Associate")

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

By: Susan Gallagher
SUSAN GALLAGHER
Executive Director

Date: 4/3/2019

Date: 3/28/19

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FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2019 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of May 14, 2019,, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2020.

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

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

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

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

COUNTY OF AMADOR

CONTRACTOR:
MENTAL HEALTH AMERICA OF NORTHERN CALIFORNIA, a California nonprofit corporation

BY: _____

BY:  _____

Brian Oneto
Chairman, Board of Supervisors

Susan Gallagher
Executive Director

Federal I.D. No.:94-1476949

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT A – SCOPE OF WORK

FY 2019/20

Mental Health America (MHA) PEI Projects: Labyrinth Stress Reduction Project, LGBTQ Support Groups & Peer Support Liaison

Background

From 2014-16, Amador County Behavioral Health Services funded an Innovations Project through NorCal Mental Health America. During this time, thousands of residents of Amador County participated in Wellness Day activities, stress reduction support groups and trainings, and demographic data collection activities. These efforts were aimed at reducing stress and culminated in the formation of a walking labyrinth project. For thousands of years, labyrinths have been used as a holistic method of reducing stress and increasing mindfulness. The labyrinth is located in community settings and can be walked at any time. The project increases access to timely services while reducing isolation and suicidal risk factors for individuals living in rural communities within Amador County. As part of the PEI project, NorCal MHA will assist in connecting individuals, self-identified through the PEI program with Amador County Behavioral Health Services, and other social services and supports.

Program Description & Activities

Labyrinth Stress Reduction Project:

NorCal MHA will utilize a full time Program Coordinator (PC) to provide the Labyrinth stress reduction services as a method for outreach and engagement in isolated, rural parts of Amador County and to the underserved communities living in these regions; ultimately increasing knowledge and understanding pertaining to mental health and improving timely access to Behavioral Health services.

The PC will provide 12 Labyrinth walks in the community throughout the year; targeting older adults, veterans, parents/caregivers, TAY, Spanish speaking, and LGBTQ communities and those at risk for developing a mental illness.

LGBTQ Support Groups:

The PC will provide 12 LGBTQ support groups in the community throughout the year; targeting transition aged youth, adults and older adults. The PC will provide resources related to the community defined Family Acceptance Project for TAY and their families; and increase linkage and access to timely services for LGBTQ populations in Amador County.

Peer Liaison:

NorCal MHA shall provide a part time Peer Liaison who will work as a support to the PC for the

Labyrinth Project and LGBTQ activities. The Peer Liaison will also work directly with individuals needing services and supports, in an effort to engage them early in the course of their illness.

LGBTQ Activity Based Groups:

The Peer Liaison will organize and implement a monthly, activity-based group to engage isolated members of the LGBTQ community in a unique way. Each month the group/activity is held in a different location within Amador County. The Peer Liaison organizes the activity and arranges transportation, if necessary, for participants. The purpose of the group is to decrease isolation and encourage socialization by using activities as a way to engage with others. Costs of the program are to cover the expenses of the monthly activity and ongoing operational costs to advertise the program.

Program Objectives:

1. Provide 12-15 labyrinth activities/walks in the community each year, including rural, isolated areas in Amador County.
2. Provide at least 1 LGBTQ support group each month in Amador County.
3. Improve holistic health and emotional well-being for participants in Amador County.
4. Provide referral, linkage and system navigation services to participants demonstrating a higher need for behavioral health services.
5. Foster resilience in participants to aid in the prevention of mental illness.
6. Increase timely access to mental health services in Amador County.
7. Reduce risk of suicide in older adults, adults, veterans, and TAY.
8. Reduce risk of isolation, depression and suicide in LGBTQ communities throughout Amador County.
9. Track and measure services provided to participants using sign in sheets, demographic surveys, and/or other surveys created by ACBHS and/or NorCal MHA.
10. Participate in local stakeholder meetings and community events in Amador County fostering community outreach and promoting accessing to services. Local stakeholder meetings that must be attended is the Mental Health Services Act/Cultural Competency Steering Committee Meeting.
11. Provide 12 LGBTQ activity based groups per year in different locations/venues throughout Amador County.
12. Attend the annual stakeholder meeting hosted by Amador County Behavioral Health Services.

Program Evaluation:

Quarterly program reports and monthly financial reports will be provided to ACBHS in the format they prescribe. Program outcome data will be provided to ACBHS that includes both qualitative and quantitative information. NorCal MHA will include a narrative description of services and activities provided throughout the quarter. The following data and reports are required to be provided to ACBHS on a quarterly basis: Contractor Quarterly Survey, Contractor

Quarterly Narrative Report, Participant Well-Being Surveys and Sign-In Sheets. All program data will be used for evaluation purposes.

In addition, NorCal MHA will be required to submit demographic data required by Amador County Behavioral Health that aligns with reporting requirements under the MHSA. This data will be included in the data collection that ACBHS requires quarterly.

Cultural Competency:

NorCal MHA must demonstrate commitment and/or cultural competency through the annual submission of cultural competency plans or policies and procedures.

NorCal MHA staff providing the services in this scope of work shall provide proof of cultural competency trainings to ACBHS annually. NorCal MHA staff may participate in the annual Cultural Competency Training provided by ACBHS in order to fulfill this requirement.

Target Population

The target populations for this program are residents of Amador County, who are at risk or may be experiencing early signs of mental illness, including:

- Youth (ages 6-18)
- Transitioned Aged Youth
- Single Parent
- Adults
- Older Adults
- Veterans
- At risk of mental illness
- LGBTQ
- Latino community
- Native Americans

ATTACHMENT B – FEE SCHEDULE
Program Budget

AMADOR COUNTY RFP NO. 18-14 (PEI) PROGRAM BUDGET | YEAR TWO (7/1/19 – 6/30/20)

CONTRACTING AGENCY

**TOTAL ANNUAL BUDGET (FY2
19/20)**

Mental Health America of Northern California

\$72,500.00

	SECTION 1: PROGRAM STAFF SALARIES AND EMPLOYEE BENEFITS (12 MONTHS)	ALLOCATION
1.a.	Program Staff (1.0 FTE)	\$42,000.00
1.b.	Payroll Taxes @ 10%	\$4,200.00
1.c.	Employee Benefits @ 14%	\$5,880.00
	Total Program Personnel Expenditures:	\$52,080.00

	SECTION 2: PROGRAM OPERATING EXPENSES (12 MONTHS)	ALLOCATION
2.a.	Occupancy Expenses	\$3,000.00
2.b.	Cell Phones/Telecommunications	\$600.00
2.c.	Office Supplies and Materials	\$500.00
2.d.	Office Equipment	\$250.00
2.e.	Travel, Transportation, and Mileage	\$3,000.00
2.f.	Training, Education, and Professional Development (program staff)	\$570.00
2.g.	Volunteer Stipends/Stakeholder Financial Support	\$500.00
2.h.	Professional Services	\$500.00
2.i.	Miscellaneous Operating Expenses	\$500.00
2.j.	LGBTQ Activity Based Group Expenses	\$2,500.00
	Total Program Operating Expenditures:	\$11,920.00

	SECTION 3: TOTAL PROGRAM EXPENSES	ALLOCATION
3.a.	Personnel Expenditures (Section 1)	\$52,080.00
3.b.	Operating Expenditures (Section 2)	\$11,920.00
	Total Program Expenditures:	\$64,000.00

	SECTION 4: OVERHEAD AND ALLOCATED PERSONNEL COSTS	ALLOCATION
4.a.	Allocated Personnel Salaries	\$6,375.00
4.b.	Allocated Personnel Payroll Taxes @ 10%	\$638.00
4.c.	Allocated Personnel Employee Benefits @ 14%	\$893.00
4.d.	Allocated Operating Costs	\$594.00
	Total Administrative Overhead and Allocated Expenditures:	\$8,500.00

TOTAL FY2 (19/20) CONTRACT COST (SECTION 3 + SECTION 4) NOT TO EXCEED:	\$72,500.00
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Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: January 14, 2020

SUBJECT

Behavioral Health Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry FY 17-21

Recommendation:

Approve Agreement

4/5 vote required:

No

Distribution Instructions:

Please return signed copies to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Sutter Center for Psychiatry Agreement fy 17-21 signed by Contractor.pdf](#)
- [Sutter Center for Psychiatry Memo to Board.pdf](#)

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 Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Center for Psychiatry ("Contractor").

RECITALS

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

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

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

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

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

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

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

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

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

6. SUPERVISION OF THE WORK.

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

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

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

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

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

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other; provided, however, that Contractor may assign or transfer this Agreement or delegate any of its rights or obligations hereunder without County's consent in connection with a merger, corporate reorganization, transfer or change of protocol or ownership of Contractor.

9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

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

10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor who provide services under this Agreement is under

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

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

11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Workers' Compensation Insurance

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

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

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

14. DOCUMENTS AND RECORDS.

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

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

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

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

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

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

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

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

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

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

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

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

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

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

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

{01327327 v.8}8

7700 Folsom Blvd.
Sacramento, CA 95826

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

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

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

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

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

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

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

COUNTY OF AMADOR

CONTRACTOR:
Sutter Valley Hospitals dba Sutter Center
for Psychiatry

BY: _____
Brian Oneto
Board of Supervisors

BY:  _____
Ixel Morell
Executive Director

Federal I.D. No.: 94-1156621

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____

ATTACHMENT A – SCOPE OF WORK

Sutter Center for Psychiatry

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

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

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

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

Other Info:

Legal Name: Sutter Valley Hospitals dba Sutter Center for Psychiatry

Tax ID: 941156621

NPI: 1952350944

Notices: Executive Director

Sutter Valley Hospitals dba Sutter Center for Psychiatry

7700 Folsom Blvd.

Sacramento, CA 95826

916-386-3000 Main

916-386-3620 Referrals

Signature: Ixel Morell, Executive Director

ATTACHMENT B – FEE SCHEDULE

Sutter Center for Psychiatry

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

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

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

Children’s Services

Medi-Cal Rates

Hospital Inpatient (Mode 05, Service Functions 10-18) \$793.00 /day

Hospital Administrative Day (Mode 05, Service Function 19) \$597.34 /day

Inpatient Psychaitric Support Services (Mode 15, Service Functions 01-79)
(when services are provided) \$ 90.00 /day

Short-Doyle Rates

Hospital Inpatient, without Psychiatric Support Services \$793.00 /day

Hospital Inpatient, with Psychiatric Support Services \$883.00 /day

Adult Services

Hospital Inpatient (All Inclusive)
(Mode 05, Service Functions 10-18) \$979.00 /day

Hospital Administrative Day (Mode 05, Service Function 19) \$597.34 /day

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

ATTACHMENT C - ALCOHOL POLICY

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

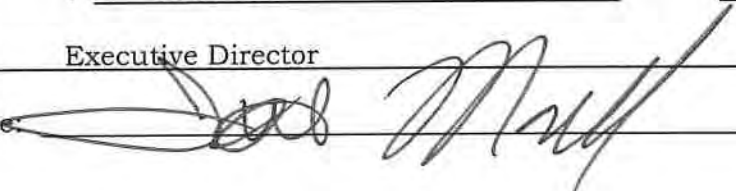
The undersigned, authorized signatory for Sutter Valley Hospitals dba Sutter Center for Psychiatry (the "Contractor"), certifies as follows:

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

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

Printed Name: Ixel Morell Date 12/11/19

Title: Executive Director

Signature: 

BEHAVIORAL HEALTH DEPARTMENT

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



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health *MC*

Date: December 17, 2019

RE: Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry and Amador County Behavioral Health fy 17-21

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

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

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

Recommendation/Request:
Approve Agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry and Amador County Behavioral Health fy 17-21

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: January 14, 2020

SUBJECT

Amendment to MOU between Amador County Sheriff's Office of Emergency Services and Amador Transit

Recommendation:

Approved Amended MOU

4/5 vote required:

No

Distribution Instructions:

Sheriff's Office, OES, County Counsel

ATTACHMENTS

- [MOU ACSO-OES & Amador Transit, js, 12.18.19.docx](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN AMADOR TRANSIT AND
AMADOR COUNTY SHERIFF'S OFFICE OF EMERGENCY SERVICES

A. PURPOSE

This Memorandum of Understanding will define the working relationship between the Amador County Sheriff's Office of Emergency Services hereinafter referred to as OES and Amador Transit herein after referred to as AT.

B. ROLE AND RESPONSIBILITIES OF AMADOR TRANSIT (AT)

1. AT will provide buses for transportation of County residents to be evacuated during an emergency. When the buses are chartered for purposes other than their normal use, they will be used for this purpose only after the occupants have been transported.
2. AT agrees to participate in any emergency response deemed necessary by OES according to procedures in both AT and the County's emergency response plans and to preserve resources for local use prior to dispatch out of the area.
3. AT agrees to furnish OES with the number of buses currently available and how many passengers each can carry. This information is set out in Paragraph 8. The list will be updated annually or at times when there is a substantial change in total number of passenger seats.
4. AT agrees to furnish the name, home address and home telephone number of primary contact person who will be used as the AT Liaison. AT will also furnish names of two backup liaisons, along with their home addresses and home telephone numbers. The Liaison will be apprised of any emergency that might affect AT in accordance with this agreement.
5. AT agrees that personnel will attend training sessions provided by OES and will participate in County disaster exercises as appropriate. This will include appropriate administrators and bus drivers.
6. When an emergency is imminent or in progress and the AT Liaison has been notified, AT agrees to put its emergency plan in effect and to work closely with OES to assure response actions are coordinated.
7. AT will establish its public information procedure to be compatible with and not in conflict with the County's Emergency Response Plan.
8. AT has 3 buses with passenger capacity of 16 and up to 3 wheelchairs; and
4 buses with passenger capacity of 17 and up to 2 wheelchairs; and
6 buses with passenger capacity of 26 and up to 2 wheelchairs; and
1 bus with passenger capacity of 36 and up to 2 wheelchairs; and
3 vans with passenger capacity of 4 or 3 and 1 wheelchair.

AT has up to 14 qualified bus drivers.

C. ROLE AND RESPONSIBILITY OF THE AMADOR COUNTY SHERIFF'S OFFICE OF EMERGENCY SERVICES (OES) IN THE EVENT OF AN ANTICIPATED OR DECLARED LOCAL EMERGENCY

1. OES will promptly notify AT of an emergency that might affect them and will brief officials on pertinent information related to the situation.
2. At the appropriate level of emergency, OES will contact the AT Liaison and request appropriate action for dispatching buses.
3. OES agrees to assist AT in coordinating the procedures for integrating emergency plans of both entities.
4. OES will provide training for personnel who will be responding to an emergency when transportation is needed.
5. As sections of the emergency response plans are periodically updated, AT may review and comment in a timely manner so appropriate changes may be made. If AT makes changes in its procedures, OES will be permitted to comment.

This Memorandum of Agreement may be cancelled by either party upon thirty (30) days written notice.

AMADOR COUNTY SHERIFF'S OFFICE
OF EMERGENCY SERVICES

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AMADOR TRANSIT
BOARD OF DIRECTORS CHAIRMAN

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AMADOR COUNTY COUNSEL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AMADOR COUNTY
BOARD OF SUPERVISORS CHAIRMAN

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Board of Supervisors Agenda Item Report

Submitting Department: Treasurer-Tax Collector

Meeting Date: January 14, 2020

SUBJECT

Treasurer/Tax Collector: Annual Statement of Investment Policy

Recommendation:

Adoption of proposed Resolution approving the Statement of Investment Policy

4/5 vote required:

No

Distribution Instructions:

Treasurer/Tax Collector (certified copy)

ATTACHMENTS

- [Memo IP.pdf](#)
- [RESOL.IP.pdf](#)
- [Investment Policy 2020.pdf](#)

AMADOR COUNTY TREASURER - TAX COLLECTOR



810 COURT STREET, JACKSON, CA 95642-2132
MICHAEL E. RYAN, TREASURER-TAX COLLECTOR

TELEPHONE : (209)223-6364
FAX: (209)223-6251

MEMORANDUM

TO : AMADOR COUNTY BOARD OF SUPERVISORS

FROM : MICHAEL E. RYAN, TREASURER/TAX COLLECTOR

DATE : DECEMBER 27, 2019

RE : BOARD AGENDA ITEM – ANNUAL STATEMENT OF INVESTMENT POLICY

=====

Summary:

The annual Statement of Investment Policy for the County of Amador is submitted by the Amador County Treasurer/Tax Collector for consideration by the Board of Supervisors. The only material change to the previous Investment Policy as approved by the Board on January 8, 2019, is that the maximum investment in LAIF has been increased to \$75 million, which is the maximum allowed by Local Agency Investment Fund policy.

Requested Board Action:

Adoption of the proposed Resolution approving the Statement of Investment Policy.

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

IN THE MATTER OF:

RESOLUTION APPROVING STATEMENT)
OF INVESTMENT POLICY OF THE AMADOR) RESOLUTION NO. 20-
COUNTY TREASURER-TAX COLLECTOR)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Statement of Investment Policy of the Amador County Treasurer-Tax Collector, as set forth in the Attachment hereto.

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 14th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 20-)

**STATEMENT
OF
INVESTMENT POLICY**



COUNTY OF AMADOR

**MICHAEL E. RYAN
TREASURER - TAX COLLECTOR**

January 8, 2020

AUTHORITY AND PURPOSE

The Treasurer of Amador County (hereinafter "Treasurer" or "County Treasurer") is responsible for investing the pooled surplus and idle funds in the County Treasury. Investments shall be made in accordance with the "Prudent Investor Standard", as set forth in Sections 27000.3 and 53600.3 of the Government Code of the State of California. This standard provides that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the County Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing (specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors), that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and the other depositors". This standard affords the County Treasurer a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under State of California Government Code Sections 53601 et seq. and 53635 et seq.

This Statement of Investment Policy is intended to provide written guidelines and criteria for the prudent investment of Amador County's surplus funds and idle cash, and to outline the policies for maximizing the efficiency of its cash management system.

SCOPE

This Statement of Investment Policy applies to Amador County's pooled investment fund, which encompasses all moneys under the direct control of the Treasurer. This Policy applies to the deposit, management, safekeeping, and investment of all such moneys, as well as all related activities.

PHILOSOPHY

The basic premise underlying Amador County's investment philosophy is, and will continue to be, to ensure that funds are safe and available when needed.

OBJECTIVES

The County's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the Treasurer to invest funds to the fullest extent possible. The primary objectives, in priority order, of the County Treasury's investment activities shall be:

I. LEGAL COMPLIANCE

All investing and investment decisions shall be made in full compliance with California Government Code Sections 53601 through 53692, as well as any forthcoming amendments or additions to the California Government Code relating to the investment of local agency surplus and idle funds. Additionally,

the Treasurer may provide further restrictions and guidelines for the investment of these funds through the Statement of Investment Policy. Each transaction, and the entire investment portfolio, shall comply with the California Government Code and the Investment Policy.

II. SAFETY AND PRESERVATION OF PRINCIPAL

The safety and preservation of principal are of primary importance. Each investment transaction shall seek to ensure that capital losses are avoided whenever possible, whether they are from securities default, fraud, or adverse market conditions. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk, as outlined below.

A. Credit Risk

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- * Limiting investments to the safest types of securities;
- * Pre-qualifying and monitoring the financial institutions, broker/dealers, and advisors with which an entity will do business; and,
- * Diversifying the investment portfolio.

B. Interest Rate Risk

Interest rate (or market) risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- * Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and,
- * By investing funds primarily in shorter-term securities.

III. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated cash requirements. It shall be structured in a manner which will provide that securities mature at about the same time as cash is needed. Investment decisions will take into account the fact that the maintenance of liquidity, or the ability to readily convert a security to cash with little or no loss in value, is an important investment quality, especially when the need for unexpected funds arises. Since all possible cash demands cannot be anticipated, a sufficient portion of the portfolio shall consist of securities with active secondary or resale markets, and deposits in the Local Agency Investment Fund (LAIF) or California Asset Management Program (CAMP), which have immediate withdrawal provisions.

IV. YIELD

The investment portfolio shall be designed with the objective of earning a reasonable rate of return throughout budgetary and economic cycles, consistent with safe and prudent treasury management. As codified in Section 27000.5 of the Government Code, the yield, or return on the investment, is of the least importance when compared to the safety and liquidity objectives noted above.

INVESTMENT PARAMETERS

I. ELIGIBLE SECURITIES/AUTHORIZED INVESTMENTS

California Government Code Sections 53601 et seq. and 53635 et seq. define eligible securities for the investment of public funds by local agencies. These statutes not only limit the types of investments that may be utilized, but also place certain restrictions on the maturity, amount, and/or quality of permitted investments. The Treasurer must adhere to these Code Sections, but may choose to set guidelines that are more restrictive than those specified in the Codes.

The Amador County Treasurer may invest in the following securities, instruments and media, subject to the stated restrictions:

*U.S. TREASURY OBLIGATIONS: Treasury bills, notes, and bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maximum maturity shall be five years from the date of purchase.

*U.S. AGENCY OBLIGATIONS: Instruments of, or issued by, a federal agency or a U.S. Government-sponsored enterprise shall be limited to a maximum of 75% of the total portfolio, with a further maximum of 35% invested with any one issuer. (These maximums shall not include or apply to Agency Discount Notes having a remaining maturity of 1 year or less.) Maximum maturity shall be five years from the date of purchase.

*SUPRANATIONAL OBLIGATIONS: U.S. Dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum maturity of 5 years, and eligible for purchase and sale within the United States. Eligible investments shall be rated "AA" or better, and shall be limited to a maximum of 20% of the total portfolio.

*LOCAL AGENCY INVESTMENT FUND (LAIF): The Local Agency Investment Fund is an investment program for local government agencies administered by the California State

Treasurer. The County may invest up to the maximum permitted by LAIF, which is currently \$75 million. There is no minimum or maximum investment period and the Treasury is able to convert its LAIF deposits to cash within 24 hours.

*CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): The California Asset Management Program is a Joint Powers Authority which was established to provide local California governments with investment management services. The Program consists of a professionally managed money market portfolio, which offers daily liquidity and a competitive money market rate of return. Investments in CAMP shall be limited to a maximum of \$15 million.

*CALTRUST: The Investment Trust of California (CalTRUST) is a Joint Powers Authority formed by public agencies in California for the purposes of pooling and investing local public agency funds. A Board of Trustees, comprised of experienced investment officers and policy-makers of the public agency members, supervises and administers the investment program of the Trust. Investments in CalTRUST shall be limited to a maximum of \$5 million.

*CERTIFICATES OF DEPOSITS: Non-negotiable instruments evidencing a deposit for a fixed period and for a fixed rate of interest. Certificates of deposit, or time deposits, of up to current FDIC insurance levels, placed with commercial banks, savings banks, and savings and loan companies, are federally insured. Beyond that amount, CDs must be collateralized (as set forth in Item II. below) with the collateral held separately from the issuing institution. Issuing institutions must meet the qualification requirements set forth elsewhere herein. Such deposits shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% deposited in any one institution. Maximum maturity shall be three years from the date of investment.

*BANKERS ACCEPTANCES: Bills of exchange or time drafts drawn on and accepted by a commercial bank. Bankers Acceptances shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be 180 days from the date of purchase.

*COMMERCIAL PAPER: Short-term unsecured promissory notes issued by various entities in order to finance short-term credit needs. Issuers of commercial paper include industrial, financial, and insurance companies, utilities, bank holding companies, and governmental agencies. Eligible commercial paper must be of "prime" quality, having the highest ranking or the highest letter and numerical rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Eligible paper is further limited to issuing entities that are organized and operating in the United States as a general corporation, and having total assets in excess of \$500 million, and having an "AA" or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by a nationally recognized statistical-rating organization. Commercial paper shall be limited to 25% of the total portfolio, and may not represent more than 5% of the outstanding paper of any single issuer. Maximum maturity shall be 270 days from the date of purchase. Not more than 5% of the total portfolio may be invested in the outstanding paper of any single

issuer.

***NEGOTIABLE CERTIFICATES OF DEPOSIT:** Time deposit liabilities issued by a nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank, against funds deposited for a specified period of time and earning specified or variable rates of interest. NCDs are considered liquid, trading actively in the secondary market. NCDs shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be three years from the date of investment.

***MEDIUM TERM CORPORATE NOTES:** Unsecured corporate debt obligations issued by prominent industrial and financial corporations. Eligible corporate notes must be issued by corporations organized and operating within the United State or by depository institutions licensed by the United States or any state and operating within the United States. Medium term corporate notes shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer.

Eligible Notes:

- 1) Notes rated "A" or better by two or more nationally recognized rating services. Maximum maturity for these Notes shall be 3 years from the date of purchase.
- 2) Notes rated "AA" or better by two or more nationally recognized rating services. Maximum maturity for these Notes shall be 5 years from the date of purchase.

***REPURCHASE AGREEMENTS:** Consists of two simultaneous transactions. When an investor enters into a repurchase agreement with a bank/dealer, the investor agrees to exchange cash for temporary control or ownership of specified securities. The bank/dealer agrees to repurchase those securities on a future date at a specified price. A repurchase agreement is essentially a loan where securities are used as collateral. Restrictions on investments in repurchase agreements shall be as specified in the Government Code. Repurchase agreements shall be limited to a maximum of 20% of the total portfolio. Maximum maturity shall be 180 days from the date of purchase.

***MUTUAL FUNDS:** Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by Government Code Section 53600 et seq. and complying with Section 53630 are permitted investments. Section 53601(k) further defines requirements. A maximum of 10% of the total portfolio may be so invested.

***PASSBOOK SAVINGS ACCOUNTS/DEMAND DEPOSITS/CHECKING ACCOUNTS:** Used for daily banking activities. These accounts are either insured or secured by collateral.

***INELIGIBLE INVESTMENTS:** Securities and investment instruments or media not specifically described above are prohibited at this time. Additionally, the Treasurer shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips, nor shall the Treasurer invest any funds in any security that could result in zero interest accrual if held to maturity.

II. DOWNGRADE PROTOCOL

If securities owned by the County are downgraded by a nationally recognized rating service to a level below the quality required by this Investment Policy, it will be the County's policy to review the credit situation and the Treasurer will make a determination as to whether to sell or retain such securities in the portfolio. The Treasurer will use his/her discretion in making this determination based on the security's current maturity, the economic outlook for the issuer, and other relevant factors. The Treasurer may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio, or in response to market conditions or risk preferences. If the decision is made to retain a downgraded security in the portfolio, its continued presence in the portfolio will be monitored by the Treasurer on a monthly basis.

III. SAFEKEEPING AND COLLATERAL/DELIVERY VS. PAYMENT

Ownership of securities shall be protected through third party safekeeping. The Treasurer shall contract with a bank or banks, or other party, for the safekeeping of securities either owned by the County as part of its investment portfolio or held as collateral for Repurchase Agreements.

All securities purchased by the County shall be held by its Safekeeping Agent or Third Party Agent in accordance with Government Code Sections 53601 and 53635; excepting, however, the collateral for Time Deposits in banks, savings banks, and savings and loans.

The collateral for Time Deposits in banks, savings banks, and savings and loans shall be held in a pooled collateral arrangement authorized by the State of California whereby any depository of the County must maintain U.S. Government or Agency Securities at 110%, or Mortgage Securities at 150%, of the par value of the County's invested funds.

With the exception of Time Deposits, security purchases shall be conducted on a delivery - vs - payment (DVP) basis. This procedure requires a simultaneous transaction for securities purchased where the County will forward funds, and the broker/dealer will deliver securities, to the Safekeeping Agent. After both the payment and the securities are received, the Safekeeping Agent forwards the securities to the County and the proceeds to the broker/dealer, thus ensuring a fulfilled trade agreement.

IV. INTERNAL CONTROLS

The Treasurer's system of internal controls is designed with the intended purpose of preventing and minimizing loss of public funds due to error, fraud or any other means. The system of internal controls that has been established contains, but is not limited to, the following features:

1. Separation of transaction authority from accounting and record keeping.
2. Custodial (Third-party) safekeeping.

3. Clear delegation of authority.
4. Qualifications for securities brokers and dealers and for financial institutions.
5. Written confirmation from involved parties for investment transactions and wire transfers.
6. Legal compliance monitoring.

V. QUALIFICATIONS OF BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

All securities transactions initiated on behalf of the County shall be executed through either: (1) government securities dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York; (2) financial institutions that directly issue their own securities and which have an investment grade rating from at least one national rating service; or, (3) broker/dealers and financial institutions approved by the County Treasurer based on the industry reputation, financial strength, and expertise of the company and the expertise of the individuals employed.

In order to be considered for approval by the County Treasurer, a broker/dealer or financial institution must meet the following minimum requirements:

- (a) the firm must be registered with the Financial Industry Regulating Authority (FINRA) as a broker or broker/dealer;
- (b) the firm must be properly licensed/registered to deal with local agencies in California; and,
- (c) the firm must meet the minimum capital requirements of the Uniform Net Capital Rule set forth in 17 CFR s 240.15c3-1.

Depositories are to meet certain credit standards before being eligible for a certificate of deposit investment which is in excess of the federal insurance limit. Banks, savings banks and savings and loans must have a Gerry Findley, Inc. credit rating of A- or better, or a similar credit rating from a national rating service, to be eligible for such deposits.

No broker, brokerage, dealer, or securities firm will be utilized that has, within any consecutive 48- month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices.

Each qualified broker/dealer and financial institution will be sent a copy of this Policy for review.

VI. COUNTY TREASURY OVERSIGHT COMMITTEE

A County Treasury Oversight Committee has been established in accordance with Section 27130 et seq. of the Government Code. The Oversight Committee shall consist of up to seven (7) members: the County Treasurer/Tax Collector; the County Auditor/Controller; the County Administrative Officer; the County Superintendent of Schools, or his or her designee; and, up to three (3) other public members.

The County Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy;
- B. Annually review the investments made by the County Treasury;
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6, Chapter 5 of Division 2 of Title 3 of the Government Code; and,
- D. Meet on other matters as necessary.

By Statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are in excess of the limits imposed by State Law, or by the Fair Political Practices Commission.

VII. DIVERSIFICATION

Diversification by investment type, maturity, and issuer/institution are three principle areas used to control and limit losses, while enhancing the return on the overall portfolio. (Investments are further limited by specific language relating to each investment type, as set forth in Item I. of this Section).

A. INVESTMENT TYPE

With the exception of U.S. Government Treasury and Agency Obligations, and the Local Agency Investment Fund (LAIF), not more than 25% of the portfolio shall be invested in any single investment type at any one time.

B. MATURITY

An attempt will be made to match maturities with anticipated cash flow requirements. After cash flow needs have been satisfied, maturities shall be distributed to allow investments to mature-out in the event of market deterioration, and to allow the liquidity necessary to take advantage of market opportunities as they arise. From time to time as may be deemed appropriate, a portion of the portfolio may be invested longer-term for the purpose of capturing long-term rates. However, in no instance will a security be purchased which has a stated or potential maturity of more than five years from the date of purchase.

C. ISSUER/INSTITUTION

With the exception of U.S. Government Treasury and Agency Obligations, the Local Agency Investment Fund (LAIF), and the California Asset Management Program (CAMP), not more than 5% of the portfolio shall be invested with any single issuer/institution at any given time.

VIII. REPORTING

The Treasurer shall provide quarterly investment reports to the Board of Supervisors, the County Treasury Oversight Committee, and the County Auditor/Controller, within 30 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Section 16481.2(b) of the Government Code:

1. The type of investment, name of the issuer, date of maturity, par and dollar amount invested in each security, investment, and money within the Treasury;
2. The weighted average maturity of the investments within the Treasury;
3. Any funds, investments, or programs, including loans, that are under the management of contracted parties;
4. The market value as of the date of the report, and the source of this valuation for any security within the Treasury;
5. A description of the compliance with the Statement of Investment Policy;
6. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months.

IX. APPORTIONMENT OF COSTS AND INTEREST

Interest earnings on the County's pooled investments shall be apportioned quarterly. Prior to the quarterly apportionment of pooled fund investment earnings, investment and banking costs incurred by the Treasurer during that quarter shall be totaled, and that total shall be deducted from the gross interest earnings of the Pool. These costs, which are authorized by Government Code Section 27013, include salaries and benefits, banking services, custodial safekeeping services, computer services, supplies, department and external overhead, as well as any other costs associated with investing, depositing, banking, auditing, reporting, or otherwise handling or managing the funds. This net interest amount shall then be apportioned to pool participants based on the average daily cash balance of funds on deposit by each participant during that quarter in the County Treasury.

X. OUTSIDE AGENCIES

The County Treasurer shall, by Code, set terms and conditions under which local agencies and other entities that are not required to deposit their funds in the County Treasury may deposit and withdraw such funds for investment purposes. Local agencies from outside the County shall not be permitted to deposit funds into the County Treasury Pool. Funds from local agencies within the County, voluntarily wishing to participate in the Pool, will not be accepted under normal conditions, unless the Treasurer is assured that

these funds are for long-term investment. Prior to the acceptance of such funds for deposit, the Treasurer shall require that a resolution be adopted by the board or governing body of the local agency, authorizing that agency to deposit excess funds into the County Treasury for the purpose of investment by the County Treasurer. Each such agency shall agree to be bound by the provisions of the Investment Policy. Deposits from outside agencies are subject to withdrawal restrictions for a set minimum term, to be agreed to prior to the funds being accepted into the Pool, and may not be withdrawn at any time without a minimum of thirty days written notice of the intent to withdraw.

Under normal conditions, voluntary money withdrawn from the Pool will be dispersed on a dollar for dollar basis, plus interest, but under adverse market conditions, when the Treasurer deems that the withdrawal would cause undue losses or significantly lower earnings for the remaining Pool participants, the Treasurer may require one or more of the following three remedies: 1) restrict the percentage of funds that may be withdrawn in any given quarter; 2) restrict the rate at which funds may be withdrawn; and, 3) require the local agency which is withdrawing its funds to accept those funds based on the current market value of the overall Pool.

Terms will be agreed to by any "voluntary" local agency, and a contract signed, before any voluntary funds will be accepted into the Treasury Pool. Specific, individual investments will not be permitted with such voluntary funds.

XI. CRITERIA FOR WITHDRAWAL OF FUNDS FROM THE COUNTY TREASURY

Pursuant to Section 27136 of the Government Code, depositors, who wish to withdraw funds from the County Treasury for the purpose of investing or depositing those funds outside the Treasury Pool, shall first submit a written request to the Treasurer. Such written request must be in the form of a Resolution adopted by the local agency's governing board requesting the withdrawal. The Resolution must be received by the Treasurer no later than two (2) weeks prior to the date the withdrawal is to take place. Prior to approving such a withdrawal, the County Treasurer shall make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury Pool. In no event shall funds be withdrawn which, in the sole judgment of the County Treasurer, will: 1) adversely affect the interests of the other Pool participants; and/or, 2) adversely affect the stability and predictability of the investments in the County Treasury.

XII. RISK

It is recognized that public funds are characteristically very risk averse, tolerating only low levels of risk. It is further acknowledged that conservative and risk averse approaches to investment management are likely to result in correspondingly lower portfolio yields. As stated earlier, the administration of idle and surplus public funds shall be executed with the intention of fulfilling safety and liquidity needs first, with yield being of secondary concern.

XIII. LEVEL OF INVESTMENT

The Treasurer strives to maintain the level of investment of all funds as near 100% as possible, through daily and projected cash flow determinations.

ETHICS AND CONFLICTS OF INTEREST

The Treasurer shall refrain from personal business activities that would conflict with the proper execution of the investment program, or which could impair his ability to make impartial business decisions. The Treasurer shall abide by The Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORITY

I. DELEGATION

By adoption of this Statement of Investment Policy, the Amador County Board of Supervisors delegates to the Treasurer, the authority to invest or reinvest funds of the County, or to sell or exchange securities so purchased, for a one year period, as provided in Section 53607 of the Government Code. Pursuant to California Government Code Section 53635, the Treasurer has full responsibility to invest or to reinvest funds under the control of the Treasurer, or to sell or exchange securities so purchased.

The execution of investment transactions shall be conducted by the Treasurer. However, when circumstances warrant, the responsibility to execute investment transactions may be temporarily delegated to other Treasurer personnel, upon the express approval of the Treasurer.

II. RETENTION

The Treasurer shall retain the authority to add to, delete, or amend this Statement of Investment Policy as is necessary to facilitate the accurate and efficient transaction of business pertaining to the investment of idle and surplus public funds. The Treasurer shall promptly notify both the Board of Supervisors and the County Treasury Oversight Committee of any material change in this Statement of Investment Policy, which change will then be considered by these entities at a public meeting. The Statement of Investment Policy shall be submitted to the Board and the Oversight Committee on an annual basis for consideration at a public meeting.

MICHAEL E. RYAN
Amador County Treasurer-Tax Collector

INVPOL2020

Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: January 14, 2020

SUBJECT

Approve Title Change Only for Victim Witness Program Manager

Recommendation:

Change the current classification title of Victim Witness Program Manager to Director of Victim Witness Assistance Bureau to better align with grant paperwork and other CA Victim Witness agency standards. No change to wage plan.

4/5 vote required:

No

Distribution Instructions:

Inter-Departmental only, requesting Department is responsible for distribution outside County Departments.

ATTACHMENTS

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 14, 2020

SUBJECT

Reappointment of the following Five (5) Members to the Amador County Law library Committee for the 2019-2020 Term.

Laura Einstadter, Michael McEnroe, John Allen, Gail Smyth, and Andrea Sexton.

Recommendation:

Approve all Reappointments

4/5 vote required:

No

Distribution Instructions:

File, Appointees, Heather Gardella (ACSC)

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: January 14, 2020

SUBJECT

Emergency Medical Care Committee

Recommendation:

Approve appointments to the Emergency Medical Care Committee (EMCC)

4/5 vote required:

No

Distribution Instructions:

Please send copies of notifications to Debbie in Public Health

ATTACHMENTS

- [ATF Documents.pdf](#)

Amador County Public Health Department

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



MEMORANDUM

To: Amador County Board Clerk

From: Connie Vaccarezza, Public Health Director

Date: January 7, 2020

Re: Request item be placed on Board of Supervisor's Consent Agenda for January 14th.

Request the approval of appointments of the following new members to the Emergency Medical Care Committee (EMCC) for the remainder of the three-year term ending December 31, 2020.

Jason Navarre, new OES Coordinator, replacing John Silva, as the OES regular member

Ryan Hamre, AFD, as the General Public alternate member.

AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER *810 COURT STREET * JACKSON, CA * 95642
(209) 223-6470

COMMITTEE MEMBER APPLICATION FORM

Date 1/6/2020

Please consider me for the following committee:
Emergency Medical Care Committee (EMCC)

NAME: Jason Navarre		
Mailing Address: 700 Court Street, Jackson, CA. 95642		
Physical Address: Same		
Business Address: Same		
Telephone -	Home:	Work:
916-765-6651, 209-223-6384		
Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):		
I am the new OES Coordinator for the Sheriff's Office.		
I will be taking over Sergeant Silva's role on the committee.		

Signature 
***Please be aware this completed form may be released to any member of the public or media upon request.**

-FOR CLERKS USE ONLY-

<input type="checkbox"/> Application Accepted	<input type="checkbox"/> Application Rejected
Date Appointed _____	Committee Number _____
Term Expires _____	Supervisory District _____

AMADOR COUNTY BOARD OF SUPERVISORS
 COUNTY ADMINISTRATION CENTER *810 COURT STREET * JACKSON, CA * 95642
 (209) 223-6470

COMMITTEE MEMBER APPLICATION FORM

Date January 8 2020

Please consider me for the following committee:
Emergency Medical Care Committee (EMCC)

NAME: Ryan L. Hamre	
Mailing Address: 810 Court Street, Jackson, CA 95642	
Physical Address: 810 Court Street, Jackson, CA 95642	
Business Address: 810 Court Street, Jackson, CA 95642	
Telephone - Home: AFPD Cell # (209) 273-7694	Work:
Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):	
I am Battalion Chief with Amador Fire and currently have over twenty four years in the fire service. In addition, I am the Fire Marshal for the Calaveras Consolidated	
Fire Protection District and responsible for managing the Calaveras FPD Fire Investigation Unit. Some of my other accomplishments include	
proudly serving the United States Marine Corps for thirteen years where I was a platoon sergeant and involved with Crash Fire Rescue before receiving	
an honorable discharge in 2006. I am a Certified Fire Investigator and I work for a private fire investigation firm out of Berkeley,	
California for over seven years. Some of my formal education includes a degree in Fire Technology. My curriculum vitae is available upon request.	
I am interested in serving on this committee to assist with critical needs and doing my part to take care of the citizens we proudly serve.	

Signature Battalion Chief Ryan L Hamre, CFI Digitally signed by Battalion Chief Ryan L Hamre, CFI
Date: 2020.01.08 09:05:24 -08'00'

***Please be aware this completed form may be released to any member of the public or media upon request.**

-FOR CLERKS USE ONLY-

<input type="checkbox"/> Application Accepted	<input type="checkbox"/> Application Rejected
Date Appointed _____	Committee Number _____
Term Expires _____	Supervisorial District _____

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: January 14, 2020

SUBJECT

Human Resources: Revise the job specification for the position of Fiscal Officer

Recommendation:

Approve the revised job specification for the position of Fiscal Officer.

4/5 vote required:

No

Distribution Instructions:

Human Resources; Auditor-Controller

ATTACHMENTS

- [Fiscal Officer 12.19 DRAFT - No Markup.doc](#)
- [Fiscal Officer 12.19 DRAFT.doc](#)
- [Memo fiscal officer job revision.pdf](#)

FISCAL OFFICER

DEFINITION

Under direction of the Department Director, the Fiscal Officer assumes responsibility for fiscal management and auditing of diverse programmatic functions and of the complex, multi-source, Department budget(s). The incumbent prepares the annual budget(s) and monitors the monthly revenue and spending patterns of the Department. This position supports management with productivity and fiscal reports; performs cost accounting and/or oversees preparation of cost reports; develops financial specifications for RFP's, and negotiates and assists in monitoring contracts. Furthermore, the Fiscal Officer oversees the management of information systems in conjunction with the IT Department. The position supervises and evaluates the work of the fiscal and administrative staff within the Department. The incumbent may also serve as a resource to other departments by helping to coordinate and evaluate financial operations.

REPORTS TO

Department Director

CLASSIFICATIONS SUPERVISED

This classification exercises direct supervision over fiscal and administrative staff.

EXAMPLES OF DUTIES

- Assumes responsibility for fiscal operations of the Department.
- Develops fiscal policies and procedures for the Department and insures they are consistent with County policies.
- Establishes and maintains internal accounting controls for the Department.
- Performs cost accounting, cost allocations, and cost reports for covered programs and departments.
- Prepares the annual Department budget(s) in collaboration with the Department Director; monitors the budget(s) on a monthly basis and keeps the Department Director informed on the status of revenue and expenses.
- Prepares deposits from permit receipts, tracking revenues and posting revenue to appropriate accounts.
- Gathers supporting documentation for budget changes and new requests.
- Responsible for preparation of department payroll.
- Serves as a liaison for the Department with other organizations and outside agencies related to funding and fiscal matters.
- Serves as department liaison with the County Auditor's Office, Outside Auditors, State Auditors and Federal Auditors.

FISCAL OFFICER– 2

- Oversees the accounts payable, cash management, budget modification, special funding reimbursement programs, invoicing, and financial assessment processes.
- Assists the Department Director in negotiating and preparing Requests for Proposals, contracts, and contract amendments.
- Performs Department grant administration duties, identifies grant opportunities, completes applications, compiles budgets and monitors grant activities to ensure compliance with program fiscal and operational requirements.
- Prepares and submits activity reports and reports required by other government agencies.
- Maintains, prepares, and submits payroll documents and records.
- Oversees the information management activities in the Department; serves as department liaison on new technology issues and projects.
- Prepares purchasing documents and facilitates purchasing procedures for the department or unit.
- Prepares various management reports to assist in making operational decisions re: productivity, budget, etc.
- Composes and compiles correspondence, informational material, and documents.
- Operates computers to maintain and update files and databases; generates computer reports.
- Assumes responsibility for day-to-day office administrative work, functions, and services through scheduling and coordinating Department staff under assigned direct supervision.
- Performs related duties as required.

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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

MINIMUM QUALIFICATIONS

Knowledge of:

- County policies, rules, and regulations.
- Operations, services, rules, policies, and procedures of the Department.
- Applicable state guidelines and regulations relating to the operations and management of the Department.

FISCAL OFFICER – 3

- Principles and practices of budget development administration and control.
- Principles and practices of grant development and administration.
- Fiscal analysis and statistical techniques.
- Software applications related to fiscal work.
- Methods and techniques of establishing and maintaining filing and information retrieval systems.
- Purchasing methods and procedures.
- Principles and practices of account and statistical recordkeeping.
- Personnel Principles of supervision, training, and performance evaluation.
- Principles and practices, rules and regulations of general accounting.
- Rules on confidentiality of records and file maintenance.
- Methods and techniques of preparing financial reports, statements and records.
- Methods and techniques of evaluating and auditing programs.

Ability to:

- Perform a wide variety of complex and specialized fiscal support work for a major county department.
- Perform governmental cost accounting and budgeting duties.
- Supervise, train, and evaluate the work of assigned staff.
- Delegate assignments to lower level staff.
- Develop and implement financial controls and administrative processes.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department's fiscal operations.
- Gather, organize, analyze, and present a variety of financial data and information. Be able to communicate the information to the Director, special committees and the other interested parties.
- Prepare, clear, concise and accurate financial records and reports.
- Use a personal computer and appropriate software for word processing, recordkeeping, and fiscal functions.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

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

FISCAL OFFICER - 4

Education:

A Bachelor's Degree in accounting, finance, business administration, or related field from an accredited college or university required.

Experience:

Three (3) years of increasingly responsible experience performing a variety of complex fiscal duties and administrative office technical support responsibilities, including at least one (1) year in a supervisory position-

Two years of the required experience is preferred in the area of government accounting or a closely related field.

Special Requirements:

Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.

FISCAL OFFICER

DEFINITION

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FISCAL OFFICER– 2

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- Oversees the information management activities in the Department; serves as department liaison on new technology issues and projects.
- Prepares purchasing documents and facilitates purchasing procedures for the department or unit.
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Two years of the required experience is preferred in the area of government accounting or a closely related field.

Special Requirements:

Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.

DRAFT

HUMAN RESOURCES DEPARTMENT

Judy Dias, Director

Staff: ♦ 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



TO: Board of Supervisors

January 8, 2020

FROM: Judy Dias, Human Resources Director

SUBJECT: Agenda Item: January 13, 2020 meeting

This is to request that the Board consider for their January 13, 2020 Consent Agenda the revision of the minimum qualifications for the class of Fiscal Officer.

A review of the classification has determined that a 4-year degree should be placed in the specification. . The duties and responsibilities have been reviewed by the Human Resources Department and with SEIU 1021, who concur. The consequence of not approving this action would be that the positions would not be classified appropriately consistent with their duties and responsibilities.

cc: Chuck lley