

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

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

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

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

REGULAR MEETING AGENDA

DATE: Tuesday, February 25, 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 REAL PROPERTY NEGOTIATORS: County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director

- 1.b. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19435 Ridge Rd, APN: 030-154-002
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Mike Long & Melanie Maciejewski
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to Subject Property
- 1.c. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19365 Ridge Road, PAN: 030-154-003
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Nancy Gardner
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to Subject Property
- 1.d. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19394 & 19474 State HWY 88 - APNs: 030-170-027, 030-170-029
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Sam & Marilyn Orlando
Under Negotiation: Price and Terms

Suggested Action: Discussion & Possible Action Relative to the subject property

- 1.e. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19551 State HWY 88
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Branden Thomas
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to Subject Property
- 1.f. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19518 State HWY 88
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: James E. Hunt II
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.g. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19519 State HWY 88 - APN: 030-180-030
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Joel Lesch
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.h. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19558 State HWY 88 - APN: 030-180-031
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Seymour Lesch & Eileen Enberg
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.i. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19660 State HWY 88 - APN: 030-180-017 & 030-180-029
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Thanh Nguyen
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.j. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19594 State Hwy 88 - APN: 030-180-005
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Harriett & Jean Katherine Ovitt
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.k. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19620 State Hwy 88 - APN: 030-180-006
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Richard & Kathlynn Angie Buss
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.l. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19673 State Hwy 88 - APN: 030-160-016
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: James & Patricia Alameda
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property

- 1.m. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19751 State Hwy 88 - APN: 030-160-033
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Sukhjeet Kaur
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.n. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 14161 Irish Town Road - APN: 030-200-070-508
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: PG&E
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.o. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19881 State Hwy 88 - APN: 030-191-007
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Zoltan & Ikona Novaky
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.p. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19895 State Hwy 88 - APN: 030-200-012
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Ciro Toma & Hazel Brooks
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.q. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19955 State Hwy 88 - APN: 030-200-013
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Janah Crunk
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.r. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19965 State Hwy 88 - APN: 030-200-014
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Guy & Kathy Smalley
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.s. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 19999 State Hwy 88 - APNs: 030-200-015 & 030-200-016
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Brett Birmingham

Under Negotiation: Price and Terms

Suggested Action: Discussion & Possible Action Relative to the Subject Property

- 1.t. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 20000 & 20004 State Hwy 88 - APNs: 030-270-076-508 & 030-200-078-508
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Volcano Communications Company
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property
- 1.u. Conference with Real Property Negotiators Pursuant to Government Code 54956.8.
Property: 13954 Hilltop Street - APN: 030-730-010
County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.
Negotiating Parties: Warren & Katherine Hagyard
Under Negotiation: Price and Terms
Suggested Action: Discussion & Possible Action Relative to the Subject Property

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

- 2.a. Claim of Jessica Todd, Claim No. 20-01
Suggested Action: Discussion and possible action relative to anticipated litigation
- 2.b. Claim of Grange Insurance Assn. (A. Hoyle), Claim No. 20-02
Suggested Action: Discussion and possible action relative to anticipated litigation
- 2.c. Buena Vista Rancheria
Suggested Action: Discussion and possible action relative to initiation of litigation

3. CONFIDENTIAL MINUTES:

- 3.a. Confidential Minutes: Review and possible approval of the February 11, 2020 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.)

(AGENDA)

(February 25, 2020)

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. Update on Tree Mortality mitigation activities by Tad Mason, TSS Consultants, Dr. Richard Harris, and Ed Struffenegger.
Suggested Action: No action is being requested, but direction may be given.
[Amador BOS Pres TSS Revised 20200225.pdf](#)
- 4.b. Request for Cancellation of LD 01035 and Transfer of Impact Fees
Owners wish to alter the agreement regarding LD 01035 to enable them to cease construction of the residence, transfer impact fees to a project located on another parcel, and postpone completion of driveway improvements until a future project establishes the need. Owners have already requested and received a temporary Certificate of Occupancy.
Suggested Action: Discussion and possible staff direction regarding property owners' request.
[BOS staff report - Donovan.docx](#)
- 4.c. Administrative Agency: Discussion and possible action relative to consideration of an Intercounty Disaster Relief Ordinance Pursuant to Revenue and Taxation Code Section 69.3
Suggested Action: Pleasure of the Board
[Staff Report re Intercounty Disaster Relief Transfers \(1\).docx](#)
[Inter-County Transfer of Base Year Values following disaster.docx](#)
[693 Damaged or destroyed property transfer of base value tax relief claim for relief taxes on \(1\).pdf](#)
- 4.d. Discussion and possible action regarding the initiation of the 2020/2021 budget cycle following a presentation of the status of the current budget and the projections going into the new budget cycle.
Suggested Action: Approval of process and milestone dates going forward and approval of assumptions recommended by staff.
- 4.e. Minutes: Review and possible approval of the February 11, 2020 Regular Meeting Minutes
Suggested Action: Approval

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

- 5.a. Building Department - Adopt updated Amador County Code 15.40 Erosion Control Ordinance, which will shift responsibility for erosion control to the Building Department
Suggested Action: Repeal and adopt a new chapter of Amador County Code 15.40 relating to erosion control, grading and permitting
[Memo.pdf](#)
[Mark Up.pdf](#)
[Clean Copy.pdf](#)
- 5.b. Community Facilities District 2006-1 (Annexation #12): Discussion and possible action relative to a public hearing to consider:
 - 1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the

landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #12); and

2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #12).

Suggested Action: Approve Resolutions relative to Annexation No. 12 for CFD 2006-1

[CFD_Staff Report.doc](#)

[CFD_Dermination to Submit Question_Resol.doc](#)

[Resolution Declaring Election Results Annex No. 12.doc](#)

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

Request for approval of roll correction value being decreased over \$150,000 for Apn #008-392-013-000.

Suggested Action: Approve

[008-392-013-000.pdf](#)

6.b. Assessor Secured Roll Correction

Request for approval of roll correction assessed value decreased more than 50%

APN #033-450-004-000 Murphy Family Survivors Trust

Suggested Action: Approve

[033-450-004-000.pdf](#)

6.c. Budget Increase Request - The Assessor is requesting an additional \$2000 to attend State Assessor meetings. The funds will be transferred from a trust fund, and will have no effect on the General Fund.

Suggested Action: Approve

[Budget Transfer Request.pdf](#)

6.d. Probation: Budget Increase to cover the costs for the Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit.

Suggested Action: Approval for a budget increase of \$7,500.00 utilizing Juvenile Probation funding. The budget increase will allow the Probation Department to cover the costs for the Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit.

[Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit.pdf](#)

6.e. Resolution Honoring Dr. Robert Hartmann on his Reception of the Margaret Dalton Golden Acorn Award for 2020

Suggested Action: Approve the Resolution

[Bob Hartmann Resolution.doc](#)

6.f. Resolution Honoring Donna Jackson upon her reception of the Margaret Dalton Golden Acorn Award for 2020

Suggested Action: Approve the Resolution

[Donna Jackson Resolution.doc](#)

6.g. Adoption of a Resolution recognizing and honoring Forrest Parlor No. 86, Plymouth Native Daughters of the Golden West upon their 125th anniversary and years of service to the Community.

Suggested Action: Adoption
[NDGW_resol.doc](#)

- 6.h. Adoption of an Ordinance amending Chapter 7.27 of the Amador County Code regarding recycling and diversion of Construction and Demolition Debris. (Reading waived on February 11, 2020)
Suggested Action: Adoption
[Chapter 7.27 Amendment Ordinance.docx](#)
- 6.i. State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Michael C. and Kimberly A. Johnson Trustees of the Michael C Johnson and Kimberly A. Johnson Family Trust-2010
APN: 030-191-012
Suggested Action: 1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.
[SR 88_Johnson memo.pdf](#)
[2020-02-25_SR88 Purchase Agreement- Johnson.pdf](#)
- 6.j. State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Richard and Sherry Wolcott LLC, a Limited Liability Company
APN: 030-200-043
Suggested Action: 1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.
[SR 88_Wolcott memo.pdf](#)
[2020-02-25_SR88 Purchase Agreement-Wolcott.pdf](#)
- 6.k. Behavioral Health 2nd Amendment to Agreement with Crestview Behavioral Health
Suggested Action: Approve 2nd Amendment
[Crestwood 1st amendment signed.pdf](#)
[Crestwood 2nd Amendment FY20-21 Signed by Contractor.pdf](#)
[signed Crestwood Agreement FY 18-19.pdf](#)
- 6.l. Building Department: Agreement to Limit Use of Agricultural Structure for AG01078-ORR
Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the Agreement to Limit Uses of Agricultural Structure.
[AG01078.Agree.Notarized.Orr.pdf](#)
[AG01078.APN Map.Orr.pdf](#)
[AG01078.Plot Map.Orr.pdf](#)
[AG01078.Resolution.Orr.docx](#)
- 6.m. Human Resources: Approval of new lactation policy
Suggested Action: Please approve new County policy concerning the provision of lactation locations to bring us into compliance with new State law changes and requirements.
[Lactation Policy.docx](#)
[Memo-lactation policy.pdf](#)
- 6.n. Human Resources: Side Letter Uniform Stipend for Probation and Sheriff's office SEIU employees
Suggested Action: Approve the side letter with SEIU local 1021 for Probation and Sheriff's office employees to receive a uniform stipend of \$40/month after one year of employment.
[Memo-Side letter SO SEIU Uniform allowance.pdf](#)

- 6.o. Human Resources: Reclassification of current Behavioral Health Care Supervisor (A/D) to Behavioral Health Care Manager-Community Services
Suggested Action: Approve the reclassification of the current Behavioral Health Care Supervisor (A/D) to Behavioral Health Care Manager-Community Services
[Memo-Reclass BHC Supervisor A-D.pdf](#)
[Behavioral Health Care Program Manager - Community Services JD.pdf](#)
- 6.p. Human Resources: Side letter for Crisis Services Counselor to receive a 5% differential upon Licensure.
Suggested Action: Approve the side letter with SEIU local 1021 for a 5% differential for the position of Crisis Services Counselor upon attaining a State Board of Behavioral Sciences License related to the field.
[Memo-Crisis Counselor differential.pdf](#)
[Side Letter Crisis Counselor differential.pdf](#)
- 6.q. Reappointment of Ms. Amy Hixon to the Juvenile justice Commission for a Four (4) Year term.
Suggested Action: Approve the Reappointment
- 6.r. Accept the Resignation of Keith Desvoignes from the Planning Commission and Accept the Appointment of John Gonsalves to replace him as Planning Commissioner of District 1
Suggested Action: Accept the Resignation & New Appointment

ADJOURNMENT: UNTIL TUESDAY, MARCH 10, 2020 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19435 Ridge Rd, APN: 030-154-002

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Mike Long & Melanie Maciejewski

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to Subject Property

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19365 Ridge Road, PAN: 030-154-003

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Nancy Gardner

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to Subject Property

4/5 vote required:

No

Distribution Instructions:

file

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19394 & 19474 State HWY 88 - APNs: 030-170-027, 030-170-029

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Sam & Marilyn Orlando

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the subject property

4/5 vote required:

No

Distribution Instructions:

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19551 State HWY 88

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Branden Thomas

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to Subject Property

4/5 vote required:

No

Distribution Instructions:

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19518 State HWY 88

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: James E. Hunt II

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

Distribution Instructions:

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19519 State HWY 88 - APN: 030-180-030

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Joel Lesch

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19558 State HWY 88 - APN: 030-180-031

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Seymour Lesch & Eileen Enberg

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Board of Supervisors Agenda Item Report

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19660 State HWY 88 - APN: 030-180-017 & 030-180-029

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Thanh Nguyen

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Board of Supervisors Agenda Item Report

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19594 State Hwy 88 - APN: 030-180-005

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Harriett & Jean Katherine Ovitt

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19620 Atate Hwy 88 -0 APN: 030-180-006

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Richard & Kathlynn Angie Buss

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Board of Supervisors Agenda Item Report

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19673 State Hwy 88 - APN: 030-160-016

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: James & Patricia Alameda

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Property: 19751 State Hwy 88 - APN: 030-160-033

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Sukhjeet Kaur

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 14161 Irish Town Road - APN: 030-200-070-508

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: PG&E

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Property: 19881 State Hwy 88 - Apn: 030-191-007

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Zoltan & Ikona Novaky

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Submitting Department: Board of Supervisors

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19895 State Hwy 88 - APN: 030-200-012

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Ciro Toma & Hazel Brooks

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19955 State Hwt 88 - APN: 030-200-013

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Janah Crunk

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

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Board of Supervisors Agenda Item Report

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Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19965 State Hwy 88 - APN: 030-200-014

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Guy & Kathy Smalley

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

Distribution Instructions:

file

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 19999 State Hwy 88 - APNs: 030-200-015 & 030-200-016

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Brett Birmingham

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 20000 & 20004 State Hwy 88 - APNs: 030-270-076-508 & 030-200-078-508

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Volcano Communications Company

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

Distribution Instructions:

file

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Conference with Real Property Negotiators Pursuant to Government Code 54956.8.

Property: 13954 Hilltop Street - APN: 030-730-010

County Negotiator: Mark Hopkins; Brenda Schimpf, Bender Rosenthal, Inc.

Negotiating Parties: Warren & Katherine Hagyard

Under Negotiation: Price and Terms

Recommendation:

Discussion & Possible Action Relative to the Subject Property

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: February 25, 2020

SUBJECT

Claim of Jessica Todd, Claim No. 20-01

Recommendation:

Discussion and possible action relative to anticipated litigation

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: February 25, 2020

SUBJECT

Claim of Grange Insurance Assn. (A. Hoyle), Claim No. 20-02

Recommendation:

Discussion and possible action relative to anticipated litigation

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: February 25, 2020

SUBJECT

Buena Vista Rancheria

Recommendation:

Discussion and possible action relative to initiation of litigation

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Confidential Minutes: Review and possible approval of the February 11, 2020 Confidential Minutes.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: February 25, 2020

SUBJECT

Update on Tree Mortality mitigation activities by Tad Mason, TSS Consultants, Dr. Richard Harris, and Ed Struffenegger.

Recommendation:

No action is being requested, but direction may be given.

4/5 vote required:

No

Distribution Instructions:

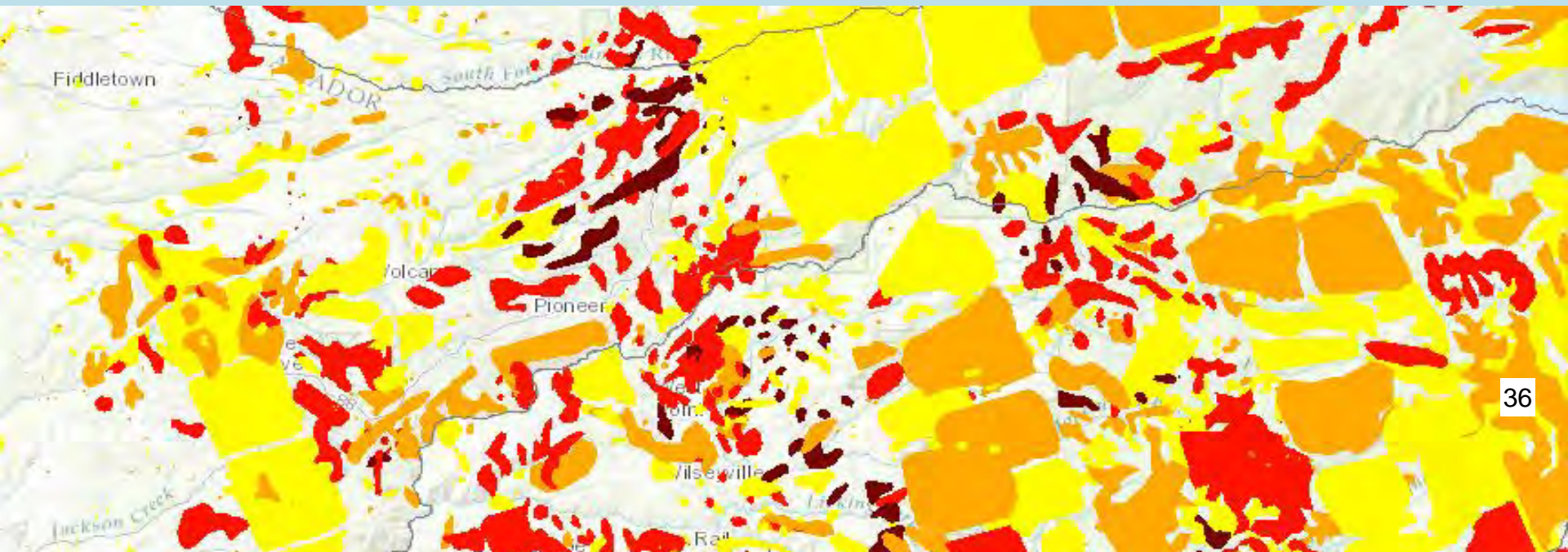
Clerk

ATTACHMENTS

- [Amador BOS Pres TSS Revised 20200225.pdf](#)

Amador County Tree Mortality Update February 25, 2020

Ed Struffenegger, Tad
Mason &
Richard Harris



Project Summary to Date

- Since the project began in 2017 twelve projects have been completed and over 4,500 hazardous trees have been mitigated. There have been no worker injuries or serious damage to public or private property.
- Projects have been completed on private land throughout the County east of Highway 49. Projects have also been completed on Forest Service and Bureau of Land Management lands.
- Additional projects are underway or pending on private and federal land (see Project Status table). With the completion of those, up to 7,000 trees will have been mitigated.
- Public support for the program has been positive and the participation of landowners in projects has been relatively high: 78 percent of right of entry forms were returned for the latest round of projects on private land.
- The County's website (<http://www.amadortreemortality.com>) and press releases keep people informed. Visits to the website average around 70-80 per month.

Project Number	Tree Count	Contractor	Total Cost	Cost/Tree	Start Date	Finish Date
1-Joyce Road	70	Woodland Expansion	\$114,936	\$1642	April 2017	May 2017
2-Belden Mine/Black Prince Road	134	Blue Mountain	\$75,387	\$563	June 2017	August 2017
3-Defender Grade/Rams Horn Grade	173	<u>ArborWorks</u>	\$157,386	\$910	September 2017	November 2017
4-Volcano-Shake Ridge	225	Richard Stevens	\$108,938	\$484	March 2018	May 2018
5-Pioneer-Buckhorn Ridge-Silver Drive	331	Woodland Expansion	\$151,670	\$458	November 2017	January 2018
6a-6b-Pine Grove-Sutter Creek-Fiddletown-Shenandoah	245	6a- <u>ArborWorks</u>	6a - \$199,222	\$813	6a – March 2018	6a- April 2018
	327	6b-Bay Area Tree Specialists	6b - \$142,721	\$436	6b – January 2018	6b- March 2018
7-Bureau of Land Management	99	Richard Stevens	\$41,596	\$420	December 2017	February 2018
8a-Bear River Road	935	Joe's Logging	\$276,710	\$296	September 2018	November 2018
8b-Bear River Road	1101	Joe's Logging	\$214,699	\$195	December 2018	August 2019
9a-Pioneer Area	462	West Coast Arborists	\$167,222	\$362	January 2019	May 2019
9b-Volcano/Fiddletown	412	<u>Danverse Construction</u>	\$160,708	\$390	June 2019	July 2019
Totals	4514		\$1,811,195	\$401		

AMADOR COUNTY TMP PROJECT STATUS
02/25/2020 UPDATE

Project/Task	Status	Schedule
Project 9C (Pine Grove-Volcano) <ul style="list-style-type: none"> Supervision 	Project includes 456 trees. Awarded to Ace Tree Service.	Project began on February 10 and has a 60-day performance period.
Projects 11A, 11B and 11C (Silver Lake) <ul style="list-style-type: none"> Supervision 	These projects include 782 trees. Work commenced on Projects 11B and 11C but was suspended due to snowfall. 11B is 10 percent complete and 11C is 60 percent complete.	Work is unlikely to fully resume before late spring due to heavy snowfall and restricted access. Limited work is occurring on Project 11B.
Project 12 ((Bear River Road/ <u>Pardoes Road Forest Service</u>) <ul style="list-style-type: none"> Supervision 	This project includes 668 trees. Work commenced in November but was suspended due to snowfall. Project is 25 percent complete.	Work is unlikely to fully resume before late spring due to heavy snowfall and restricted access.
Project 9D <ul style="list-style-type: none"> Invitation to Bid 	Includes 373 trees. The County has issued an Invitation to Bid on the tree removal.	Pre-bid meeting on March 5 and proposals due on March 12.
Project 10 (West of HWY 49) <ul style="list-style-type: none"> First visits ROE mailing 	County roads in area have been inspected and it has been determined that one or more projects are justified.	First visits in spring 2020 after deciduous trees leaf out.
Project 13 (BLM parcels with new mortality) <ul style="list-style-type: none"> Supervision 	BLM has granted approval for the project. Project was awarded to Ace Tree Service. Implementation must await guidance on protection of cultural resources.	TBD.
Outreach and Coordination with County <ul style="list-style-type: none"> Monthly reporting ITBs, consultation with County Outreach Fielding property owner inquiries ROE processing Website updating 	Ongoing.	Continuous.

Some Folks Don't Give Up

Rich Stevens at Work on Project 11B



Future Projects

County Roads West of Highway 49



Electra Road



Stony Creek Road

Fifty miles of County road were inspected. Mortality is relatively low but for some roads, such as Electra Road, risk to motorists and residents would be considered significant. First visits will be conducted to inventory parcels with mortality this spring.

In Summary,

We hope to complete current projects (Projects 9C, 9D, 11A,B,C, 12 and 13 by mid-2020, given that projects at higher elevations will be delayed until snow melt.

After we complete our survey of mortality in the area west of Highway 49 one or more additional projects will be developed. We do not expect those to be large projects but they will be spread out over an extensive area.

Mortality is still occurring albeit at a reduced level in comparison to previous years. There may be a continuing need to address the protection of public infrastructure after current and planned projects are completed.

Questions?

Board of Supervisors Agenda Item Report

Submitting Department: Environmental Health

Meeting Date: February 25, 2020

SUBJECT

Request for Cancellation of LD 01035 and Transfer of Impact Fees

Owners wish to alter the agreement regarding LD 01035 to enable them to cease construction of the residence, transfer impact fees to a project located on another parcel, and postpone completion of driveway improvements until a future project establishes the need. Owners have already requested and received a temporary Certificate of Occupancy.

Recommendation:

Discussion and possible staff direction regarding property owners' request.

4/5 vote required:

No

Distribution Instructions:

Environmental Health, Building, TPW

ATTACHMENTS

- [BOS staff report - Donovan.docx](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

PHONE: (209) 223-6439

FAX: (209) 223-6228

WEBSITE: www.amadorgov.org

EMAIL: ACEH@amadorgov.org

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

MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Michael W. Israel, Community Development Director

DATE: February 18, 2020

SUBJECT: Request for Cancellation of LD 01035 and Transfer of Impact Fees

Jim and Saskia Donovan acquired APN 015-040-007 and APN 015-070-067, located on North Quartz Mountain Road, Fiddletown, in April of 2014. An exempt grading acknowledgement was filed by the owners on April 12, 2016, to improve the existing driveway and encroachment, construct turnouts and turnarounds. That acknowledgement was approved the same date. A deviation to Chapter 15.30 requirements for driveway slope in excess of 16% and substitution of a turn-around for a turn-out was authorized on April 18, 2016. The paving required by this deviation has yet to be completed; projected cost for the paving is in excess of \$50,000.

Application was also made on April 12, 2016, for grading permit #G04300 to flatten a ridge top for usable space; that permit was issued on April 20, 2016. The owner's inspection card shows a final date of November 21, 2016. The department inspection record appears to have that final date whited out and there is a note below, also dated November 21, indicating that some items were incomplete, including the 15.30 deviation requirements, and that the CDA Director at the time indicated these could be done in the future.

Application for grading permit #G04348 to construct a house pad was made on November 3, 2017, and that permit issued September 29, 2017. There are no inspection notes on this record.

Building permit #39670 was issued July 20, 2018, for a metal building with electrical but no plumbing. The final date is February 21, 2019. The structure is located on a portion of the area graded under permit #G04300 and is served by the driveway described above.

On December 17, 2019, the Board approved Resolution No. 19-158 and executed the agreement authorizing construction of the LDRD within the metal building described above. This structure was intended to serve as temporary quarters while the main home was under construction. That permit, LD01035, was issued on December 23, 2019. On December 27, 2019, at the owner's request, a temporary Certificate of Occupancy was issued for the LDRD. No further progress has been made on this project.

The owners have had a change of plans and are currently in the process of purchasing Amador County APN 001-160-048, located at 960 Eagles Ranch Road, Lone. This location offers an easier access and shorter commute to work. They have provided information regarding the purchase offer on the property and construction loan for that project. The Donovans wish to stop the construction of LD01035 and transfer the impact fees from that project to their new construction project, to be built pursuant to a conventional building permit. The Donovans have indicated that they may wish to sell the Fiddletown property in the near future.

The agreement between the applicant and the Board associated with LD01035 provides for the following options:

1. Completion of the LDRD and continued ownership for a minimum of three years after issuance of the certificate of occupancy. This would also entail completion of 15.30 deviation requirements for the driveway.
2. Removal of the structure. This, presumably, could place the completion of driveway paving on hold until a new construction project is proposed.
3. Fully permit the structure and pay all fees then in effect. It is believed that this refers to the same residential structure built under a conventional permit and would require completion of the driveway.

The owners are looking for other options. They would like to cease the construction as-is and place the driveway on hold for a possible future applicant to pick up. Absent that option, they are interested in completing the LD as something other than a residence and which would allow placing completion of the driveway on hold.

It is likely that any significant change from the existing agreement would require a new agreement between the owners and the Board to expunge the old and establish new criteria. Staff seeks direction from the board and assistance from County Counsel for preparation of any new agreement.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Administrative Agency: Discussion and possible action relative to consideration of an Intercounty Disaster Relief Ordinance Pursuant to Revenue and Taxation Code Section 69.3

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

County Counsel, Board Clerk, Assessor, Auditor-Controller

ATTACHMENTS

- [Staff Report re Intercounty Disaster Relief Transfers \(1\).docx](#)
- [Inter-County Transfer of Base Year Values following disaster.docx](#)
- [693 Damaged or destroyed property transfer of base value tax relief claim for relief taxes on \(1\).pdf](#)



GREGORY GILLOTT
County Counsel

LESLEY GOMES, DEPUTY
GLENN SPITZER, DEPUTY
ANGELA CREACH, PARALEGAL

STAFF REPORT

TO: Board of Supervisors

FROM: Greg Gillott, County Counsel

DATE: February 19, 2020

RE: Consideration of Intercounty Disaster Relief Ordinance Pursuant to Revenue and Taxation Code section 69.3

Pursuant to Revenue and Taxation section 69.3, a property qualifying as a principal residence that has sustained significant damage in connection to a Governor-proclaimed disaster may have its base year value transferred to a replacement residence in a different county only if the county has adopted an ordinance that allows such taxable value transfers.

Generally, in order to qualify, the replacement residence must meet the following criteria:

- It must be purchased within three years of the disaster.
- Its market value must be of equal or lesser value than the market value of the damaged property immediately prior to the date of the disaster. (Depending upon the year in which the replacement property is purchased, the market value of the damaged property is adjusted up to 115 percent when comparing with the replacement property.)
- It must be eligible for the homeowners' or disabled veterans' exemption (their principal place of residence).
- Claims for this exclusion must be filed with the County Assessor within three years of the purchase of the replacement property.

While similar disaster relief transfers are currently permitted for two properties within Amador County pursuant to section 69, disaster related transfers from properties in other counties under section 69.3 are not permitted. As of June 7, 2018, there are 11 counties that have such an ordinance: Contra Costa, Los Angeles, Modoc, Orange, San Diego, San Francisco, Santa Clara, Solano, Sonoma, Sutter, and Ventura.

Staff Report

TO: Board of Supervisors
DATE: February 19, 2020
PAGE: 2
RE: Consideration of Intercounty Disaster Relief Ordinance Pursuant to Revenue and
Taxation Code section 69.3

This item is being brought forth for consideration at this time because the County has recently received a request to consider the adoption of an ordinance allowing intercounty disaster relief transfers pursuant to section 69.3. Included for your consideration is a full copy of section 69.3, and a preliminary draft of a potential ordinance.

Possible Board Actions:

The Board could determine that it does not want to move forward with consideration of such an ordinance at this time. If so, no further action is necessary.

Alternatively, the Board could determine that it wants to move forward with the possible adoption of an ordinance implementing section 69.3. If so, the County would first be required to consult with local agencies with the County prior bringing back such an ordinance for possible adoption.

**ORDINANCE ADDING CHAPTER [3.50] OF THE AMADOR COUNTY CODE
AUTHORIZING INTER-COUNTY TRANSFERS OF BASE YEAR VALUES FOR
PROPERTY TAX PURPOSES TO REPLACEMENT PROPERTY FOLLOWING A
DISASTER**

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

SECTION I. Chapter[3.50] is hereby added to the Amador County Code as follows:

**“Chapter [3.50] Inter-County Transfers of Base Year Values for Property Tax Purposes to
Replacement Property Following a Disaster**

3.50.010 Transfer of base year value.

Any person owning property which is substantially damaged or destroyed following a disaster may transfer, subject to the conditions and limitations provided in Section 69.3 of the California Revenue and Taxation Code, the base year value of that property, provided that the property is located in the state of California, to any replacement dwelling of equal or lesser value which is located within Amador County and is purchased or newly constructed by that person within three years after the date of the loss by that person of the original property.

3.50.020 Claims for transfer of base year value.

All claims for transfers of base year value from original property located in another County in California should be granted, if the claims meet the applicable requirements of both subdivision (e) of Section 2 of Article XIII A of the California Constitution and Section 69.3 of the California Revenue and Taxation Code. All claims for transfers of base year value shall be filed with the Amador County Assessor, on forms prescribed by the State Board of Equalization for this purpose.

3.50.030 Determination of base year value.

In determining the base year valuation of original property located in another county, the base year valuation as determined by the assessor of such other county shall be accepted by the Amador County Assessor, in connection with the granting of claims for transfers of base year value.

3.50.040 Applicability.

A. The provisions of this Chapter shall be applicable to all replacement dwellings which are purchased or newly constructed on or after _____ (*is there any reason/need to try and make this effective prior to the passage of this ordinance?*)

B. If a court determines this Chapter is unlawful or invalid in that it is applicable to replacement dwellings which are purchased or newly constructed prior to the effective date of this Chapter, those persons who own replacement dwellings purchase or newly constructed prior to the effective date and have paid a reduced property tax as a result of this Chapter, shall pay to the County of Amador for every tax year that they paid said reduced property tax the difference between the amount of property

tax they would have paid had they not been allowed to transfer their base value pursuant to this Chapter, and the amount actually paid.

3.50.060 Severability.

If any subsection, sentence, clause, phrase or portion of this Chapter, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter or its application to other persons. The Board of Supervisors hereby declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase or portions, or the application thereof to any person, be declared invalid or unconstitutional.

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 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

West's Annotated California Codes
Revenue and Taxation Code (Refs & Annos)
Division 1. Property Taxation (Refs & Annos)
Part 0.5. Implementation of Article XIII a of the California Constitution (Refs & Annos)
Chapter 2. Change in Ownership and Purchase (Refs & Annos)

West's Ann.Cal.Rev. & T.Code § 69.3

§ 69.3. Damaged or destroyed property; transfer of base value;
tax relief; claim for relief; taxes on replacement property

Effective: January 1, 2012

[Currentness](#)

(a)(1) Notwithstanding any other law, pursuant to the authority of paragraph (3) of [subdivision \(e\) of Section 2 of Article XIII A of the California Constitution](#), a county board of supervisors, after consultation with affected local agencies located within the boundaries of the county, may adopt an ordinance that authorizes the transfer, subject to the conditions and limitations of this section, of the base year value of real property that is located within another county in this state and has been substantially damaged or destroyed by a disaster to comparable replacement property, including land, of equal or lesser value that is located within the adopting county and has been acquired or newly constructed as a replacement for the damaged or destroyed property within three years after the damage or destruction of the original property.

(2) The base year value of the original property shall be the base year value of the original property as determined in accordance with [Section 110.1](#), with the inflation factor adjustments permitted by [subdivision \(f\) of Section 110.1](#), determined as of the date immediately prior to the date that the original property was substantially damaged or destroyed. The base year value of the original property shall also include any inflation factor adjustments permitted by [subdivision \(f\) of Section 110.1](#) for the period subsequent to the date of the substantial damage to, or destruction of, the original property and up to the date the replacement property is acquired or newly constructed, regardless of whether the claimant continued to own the original property during this entire period. The base year or years used to compute the base year value of the original property shall be deemed to be the base year or years of any property to which that base year value is transferred pursuant to this section.

(b) For purposes of this section:

(1) "Affected local agency" means any city, special district, school district, or community college district that receives an annual allocation of ad valorem property tax revenues.

(2) "Claimant" means an owner or owners of real property claiming the property tax relief provided by this section.

(3) "Comparable replacement property" means a replacement property that has a full cash value of equal or lesser value as defined in paragraph (6).

(4) "Consultation" means a noticed hearing that is conducted by a county board of supervisors concerning the adoption of an ordinance described in subdivision (a) and with respect to which all affected local agencies within the boundaries of the

county are provided with reasonable notice of the time and the place of the hearing and a reasonable opportunity to appear and participate.

(5) “Disaster” means a major misfortune or calamity in an area subsequently proclaimed by the Governor to be in a state of disaster as a result of the misfortune or calamity.

(6) “Equal or lesser value” means that the amount of the full cash value of the replacement property does not exceed one of the following:

(A) One hundred five percent of the amount of the full cash value of the original property if the replacement property is purchased or newly constructed within the first year following the date of the damage or destruction of the original property.

(B) One hundred ten percent of the amount of the full cash value of the original property if the replacement property is purchased or newly constructed within the second year following the date of the damage or destruction of the original property.

(C) One hundred fifteen percent of the amount of the full cash value of the original property if the replacement property is purchased or newly constructed within the third year following the date of the damage or destruction of the original property.

For purposes of this paragraph, if the replacement property is, in part, purchased and, in part, newly constructed, the date the “replacement property is purchased or newly constructed” is the date of the purchase or the date of completion of new construction, whichever is later.

(7) “Full cash value of the original property” means its full cash value, as determined in accordance with [Section 110](#), immediately prior to its substantial damage or destruction, as determined by the county assessor of the county in which the property is located.

(8) “Full cash value of the replacement property” means its full cash value, as determined in accordance with [Section 110.1](#) as of the date upon which it was purchased or new construction was completed, that is applicable on and after that date.

(9) “Original property” means a building, structure, or other shelter constituting a place of abode, whether real property or personal property, that is owned and occupied by a claimant as his or her principal place of residence, and any land owned by the claimant on which the building, structure, or other shelter is situated, that has been substantially damaged or destroyed by a disaster. For purposes of this paragraph, land constituting a part of original property includes only that area of reasonable size that is used as a site for a residence, and “land owned by the claimant” includes land for which the claimant either holds a leasehold interest described in [subdivision \(c\) of Section 61](#) or a land purchase contract. For purposes of this paragraph, each unit of a multiunit dwelling shall be considered a separate original property.

(10) “Owner or owners” means an individual or individuals, but does not include any firm, partnership, association, corporation, company, or other legal entity or organization of any kind.

(11) “Replacement property” means a building, structure, or other shelter constituting a place of abode, whether real property or personal property, that is owned and occupied by a claimant as his or her principal place of residence, and any land owned

by the claimant on which the building, structure, or other shelter is situated. For purposes of this paragraph, land constituting a part of the replacement property includes only that area of reasonable size that is used as the site for a residence, and “land owned by the claimant” includes land for which the claimant either holds a leasehold interest described in [subdivision \(c\) of Section 61](#) or a land purchase contract. For purposes of this paragraph, each unit of a multiunit dwelling shall be considered a separate replacement property. “Replacement property” does not include any property, including land or improvements, if the claimant owned any portion of that property prior to the date of the disaster that damaged or destroyed the original property.

(12) “Substantially damaged or destroyed” means property where either the land or the improvements sustain physical damage amounting to more than 50 percent of either the land's or the improvement's full cash value immediately prior to the disaster. Damage includes a diminution in the value of property as a result of restricted access to the property where the restricted access was caused by the disaster and is permanent in nature.

(c) At the time the base year value of the substantially damaged or destroyed property is transferred to the replacement property pursuant to an ordinance adopted under this section, the substantially damaged or destroyed property shall be reassessed at its full cash value. However, the substantially damaged or destroyed property shall retain its base year value notwithstanding that transfer. If the owner or owners of substantially damaged or destroyed property receive property tax relief under this section, that property shall not be eligible for property tax relief under subdivision (c) of Section 70 in the event of its reconstruction.

(d) Only the owner or owners of the property that has been substantially damaged or destroyed may receive property tax relief under an ordinance adopted pursuant to this section. Relief under an ordinance adopted pursuant to this section shall be granted to an owner or owners of a substantially damaged or destroyed property obtaining comparable replacement property. The acquisition of an ownership interest in a legal entity that, directly or indirectly, owns real property is not an acquisition of comparable replacement property for purposes of this section.

(e) A timely claim for relief under an ordinance adopted pursuant to this section, in that form as shall be prescribed by the board, shall be filed by the owner with the assessor of the county in which the replacement property is located. No relief under an ordinance adopted pursuant to this section shall be granted unless the claim is filed no later than January 1, 1996, or within three years after the replacement property is acquired or newly constructed, whichever is later.

(f) Any taxes that were levied on the replacement property prior to the filing of a claim on the basis of the replacement property's new base year value, and any allowable annual adjustments thereto, shall be canceled or refunded to the claimant to the extent that taxes exceed the amount that would be due when determined on the basis of the adjusted new base year value.

(g) This section shall apply to any comparable replacement property of equal or lesser value that is acquired or newly constructed as a replacement for property that has been substantially damaged or destroyed by a disaster occurring on or after October 20, 1991, and to the determination of base year values for the 1991-92 fiscal year and each fiscal year thereafter.

(h) The amendments made to this section by the act¹ adding this subdivision shall apply commencing with the lien date for the 2012-13 fiscal year.

Credits

(Added by Stats.1994, c. 72 (A.B.382), § 1, eff. May 20, 1994. Amended by Stats.1994, c. 1222 (S.B.1431), § 5; Stats.2009, c. 67 (S.B.824), § 4; Stats.2010, c. 328 (S.B.1330), § 210; Stats.2011, c. 351 (S.B.947), § 3.)

Footnotes

[1](#) Stats.2011, c. 351 (S.B.947).

West's Ann. Cal. Rev. & T. Code § 69.3, CA REV & TAX § 69.3

Current with urgency legislation through Ch. 1 of 2020 Reg.Sess

End of Document

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Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: February 25, 2020

SUBJECT

Discussion and possible action regarding the initiation of the 2020/2021 budget cycle following a presentation of the status of the current budget and the projections going into the new budget cycle.

Recommendation:

Approval of process and milestone dates going forward and approval of assumptions recommended by staff.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Minutes: Review and possible approval of the February 11, 2020 Regular Meeting Minutes

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: February 25, 2020

SUBJECT

Building Department - Adopt updated Amador County Code 15.40 Erosion Control Ordinance, which will shift responsibility for erosion control to the Building Department

Recommendation:

Repeal and adopt a new chapter of Amador County Code 15.40 relating to erosion control, grading and permitting

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

- [Memo.pdf](#)
- [Mark Up.pdf](#)
- [Clean Copy.pdf](#)

MEMORANDUM

TO: Amador County Board of Supervisors

 FROM: Todd Barr, Chief Building Official

DATE: January 14, 2020

SUBJECT: Update and Adoption of Amador County Code 15.40 Erosion Control Ordinance

Section 15.40, Amador County Code, is referred to as the Erosion Control Ordinance. 15.40 also refers to the grading project itself and with this update establishes enforcement responsibilities of the individual land use departments, and a standardized permitting process and fees for grading projects within the area of County responsibility. The fees and permit requirements are consistent with the latest fee update adopted for the Building Department and the latest adoption of the California Building Code.

Throughout the updated document you will see references to the “enforcing agency”. In some situations grading related to other projects fall within the scope of an existing well, septic or public right of ways and are not related to site specific work as it relates to building or residential, commercial, and industrial construction. Section 15.40.040 Inspection and enforcement – designates which Land Use department is responsible for specific projects. These designations reflect the most efficient use of staff time, talents and abilities as related to the potential projects that may be encountered.

Erosion control measures are required for all grading projects as stated in 15.40.090 and the land use department responsible for those projects will also monitor the erosion control measures required as related to those specific projects.

The majority of changes are under 15.40.090. G. numbers 1 thru 5. At first glance there is a small increase in fees, however in some circumstances the new fees may be less. Rather than take a deposit the actual fee is charged up front at the adopted hourly rate. As a matter of policy these fees include plan updates throughout (precluding a significant change in scope of the project), and a re-inspections if required. This prevents burdensome and excessive documentation that result in unnecessary administrative costs while producing the required necessary documentation to maintain accurate records.

I recommend the Board of Supervisors adopt Amador County Code 15.40 as amended.

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 15.40 OF THE AMADOR COUNTY CODE AND ADDING A NEW CHAPTER 15.40 OF THE AMADOR COUNTY CODE RELATING TO EROSION CONTROL, ENFORCEMENT RESPONSIBILITY, AND FEES FOR GRADING AND EXCAVATION.

The Board of Supervisors of the County of Amador, State of California, ordains as follows:

SECTION I. Chapter 15.40 of the Amador County Code is hereby repealed in its entirety.

SECTION II. A new chapter 15.40 is hereby added to the Amador County Code which shall read as follows:

**“Chapter 15.40
EROSION CONTROL ORDINANCE**

Sections:

15.40.010 Purpose.

15.40.020 Scope.

15.40.030 Erosion control measures to be included in county permits.

15.40.040 Inspection and enforcement.

15.40.050 Enforcement process.

15.40.060 Property owner responsible for erosion control.

15.40.070 Standard erosion control measures.

15.40.080 Erosion control fees.

15.40.090 Procedure for issuance of grading permits where required.

15.40.010 Purpose.

The purpose of this chapter is to safeguard private and public property together with the environment by establishing procedures governing grading and erosion control through the establishment by the county of a review and permit procedure.

15.40.020 Scope.

This chapter sets forth rules and regulations by which excavation, grading, and earthwork construction, including fills and cuts, embankments and impoundment structures (collectively "excavation") are to be reviewed and permitted by the county. It establishes an administrative procedure for the issuance of required permits involving excavation, the approval of plans and inspection of all permitted excavation, and the establishment of measures to control erosion and other adverse impacts of excavation ("erosion control measures").

At all times the property owner shall be responsible for erosion control on his/her site whether or not a county permit has been issued under a contractor's name or to an agent.

15.40.070 Standard erosion control measures.

Standard erosion control measures shall be established by the local enforcing agency. The standard erosion control measures shall be used by all county departments. The standard erosion control practices shall be a guide for the departments, permittees, and contractors. Specific erosion control measures required for any permit shall depend upon the type of permit and may differ according to the type of permit, the scope of work, and the site.

Commented [M12]: Consistency again. Unless we are making a distinction, include "local" everywhere or nowhere.

15.40.080 Erosion control fees.

Fees for establishing and inspecting erosion control measures shall be included in the fees for other land use fees, such as fees for a well permit or building permit, and there shall be no separate fee for establishing and inspecting erosion control measures.

15.40.090 Procedure for issuance of grading permits where required.

A. Erosion control measures shall be required for all excavations.

B. Where the excavation is over 50 cubic yards but less than 5,000 cubic yards, an application for grading permit is required and may be issued by the enforcing agency after review. If the excavation is between 50 and 250 cubic yards and is related to a septic system or well permit application, the environmental health department may include the excavation as part of the well or septic permit. The public works agency may require the applicant to acknowledge that additional building department requirements shall be satisfied before a building or structure is constructed on the site. The enforcing agency shall determine if engineered plans are needed and, if so, shall issue a grading permit when the engineered plans are received, reviewed, and approved by the agency. The grading permit shall contain erosion control measures.

Commented [GS3]: I went through and made the numbering style consistent.

C. For an excavation of 5,000 cubic yards or more, the applicant shall submit engineered plans, prepared and signed by an individual licensed by the state to prepare such plans and specifications, to the enforcing agency for its review and approval of the plans. When approved, the grading permit shall contain erosion control measures. Per Amador County CEQA guidelines, grading over 5,000 yards is subject to CEQA, and grading in sensitive areas may be subject to CEQA.

D. Grading Permit Inspection and Enforcement. The enforcing agency shall inspect and enforce work done pursuant to a grading permit. The enforcing agencies shall develop a grading manual to identify required technical specifications for grading permits.

E. Certification. The local enforcing agency may require certification at the conclusion of the excavation prior to final inspection.

F. Unauthorized Activities. Any violation of this chapter, including both unauthorized grading or failure to implement required erosion control measures, shall constitute a misdemeanor and may be punishable by a fine of \$500 five hundred dollars or six months' imprisonment or both. Each day that the violation occurs constitutes a separate violation.

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15.40.030 Erosion control measures to be included in county permits.

All permits issued by the county causing land disturbance shall include erosion control measures except for permits and reclamation plans which are separately reviewed and permitted. Those permits covered by this chapter include but are not limited to conditional use permits, on-site septic system permits, county road encroachment permits, well permits and grading permits. All building permits shall include erosion control measures as part of the building permit.

15.40.040 Inspection and enforcement.

The Building Department shall have jurisdiction over the permitting, inspecting, and enforcing of erosion control measures and grading permits pertaining to site specific grading. Grading pertaining to public roads and encroachments in new development will be overseen by the Department of Public Works. Grading specifically related to onsite sewage disposal systems and wells will be overseen by Environmental Health providing a separate permit for grading is not required to gain access to the septic or well work site.

15.40.050 Enforcement process.

The enforcing agency's inspector shall verify that the erosion control measures are in place prior to approving completion of the permitted activity. If a permittee (which includes the site's owner, his/her contractor, or other agent) does not comply, or is not complying, with any correction notice or erosion control measures, the enforcement process may take the following form in the following order at the discretion of the enforcing agency based upon site conditions. Where there is an imminent threat to public health or safety or to private property, the enforcement process may be accelerated at the reasonable discretion of the enforcing agency providing to the permittee reasonable notice of any intended action by the enforcing agency.

A. The inspector shall use reasonable efforts to assist the permittee in understanding what the permittee must do in order to comply with the applicable erosion control measures. No county agency/department shall proceed with further inspections until the erosion control measures have been inspected and approved by the public works agency.

B. If an inspector returns to a site for a second or additional times because erosion control measures have not been completed when an inspection has been called for, the enforcing agency may charge a reinspection fee as set forth in the applicable resolution of the board of supervisors.

C. After a second or subsequent inspection where the inspector finds that erosion control measures have not been completed, the inspector shall issue a stop work notice and the permittee shall immediately stop all work on the site. The permittee shall immediately correct erosion control damage and implement erosion control measures.

D. If the enforcing agency determines after proceeding through the prior steps that the permittee is not complying with erosion control measures, and giving ten days' notice thereof to the permittee except where immediate remediation work is required, the public works agency may refer the matter to the Amador County Code Enforcement Department, which is empowered to enforce all Amador County codes as set forth in Section 2.06.070 of the Amador County Code.

15.40.060 Property owner responsible for erosion control.

At all times the property owner shall be responsible for erosion control on his/her site whether or not a county permit has been issued under a contractor's name or to an agent.

15.40.070 Standard erosion control measures.

Standard erosion control measures shall be established by the local enforcing agency. The standard erosion control measures shall be used by all county departments. The standard erosion control practices shall be a guide for the departments, permittees, and contractors. Specific erosion control measures required for any permit shall depend upon the type of permit and may differ according to the type of permit, the scope of work, and the site.

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Fees for establishing and inspecting erosion control measures shall be included in the fees for other land use fees, such as fees for a well permit or building permit, and there shall be no separate fee for establishing and inspecting erosion control measures.

15.40.090 Procedure for issuance of grading permits where required.

A. Erosion control measures shall be required for all excavations.

B. Where the excavation is over 50 cubic yards but less than 5,000 cubic yards, an application for grading permit is required and may be issued by the enforcing agency after review. If the excavation is between 50 and 250 cubic yards and is related to a septic system or well permit application, the environmental health department may include the excavation as part of the well or septic permit. The public works agency may require the applicant to acknowledge that additional building department requirements shall be satisfied before a building or structure is constructed on the site. The enforcing agency shall determine if engineered plans are needed and, if so, shall issue a grading permit when the engineered plans are received, reviewed, and approved by the agency. The grading permit shall contain erosion control measures.

C. For an excavation of 5,000 cubic yards or more, the applicant shall submit engineered plans, prepared and signed by an individual licensed by the state to prepare such plans and specifications, to the enforcing agency for its review and approval of the plans. When approved, the grading permit shall contain erosion control measures. Per Amador County CEQA guidelines, grading over 5,000 yards is subject to CEQA, and grading in sensitive areas may be subject to CEQA.

D. Grading Permit Inspection and Enforcement. The enforcing agency shall inspect and enforce work done pursuant to a grading permit. The enforcing agencies shall develop a grading manual to identify required technical specifications for grading permits.

E. Certification. The local enforcing agency may require certification at the conclusion of the excavation prior to final inspection.

F. Unauthorized Activities. Any violation of this chapter, including both unauthorized grading or failure to implement required erosion control measures, shall constitute a misdemeanor and may be punishable by a fine of \$500 ~~five hundred dollars~~ or six months' imprisonment or both. Each day that the violation occurs constitutes a separate violation.

G. Fees for Grading Permits shall be established by the local enforcement agencies and are as follows:

1. Pre-inspection and additional required inspections of the site: \$122 per hour with a one hour minimum. Pre-inspection is mandatory for any new construction or change in footprint/addition of square footage.
2. Excavation of 50 to 500 cubic yards: \$441. This fee includes up to three inspections and a plans examination. (Grading up to 500 cubic yards and the requirement for engineered grading plans may be considered exempt at the discretion of the local enforcement agency. (Reference Amador County Code 15.04.060.c.ii.)
3. Excavation of 500 to 1,000 cubic yards: \$563. This fee includes up to four inspections and a plans examination.
4. Excavation of 1,000 to 5,000 cubic yards: \$685. This fee includes up to five inspections and a plans examination.
5. Excavation in excess of 5,000 cubic yards requires the submittal of engineered plans. The review and inspection fee shall be 2.5% of the engineer's estimate."

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

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

Meeting Date: February 25, 2020

SUBJECT

Community Facilities District 2006-1 (Annexation #12): Discussion and possible action relative to a public hearing to consider:

1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #12); and
2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #12).

Recommendation:

Approve Resolutions relative to Annexation No. 12 for CFD 2006-1

4/5 vote required:

No

Distribution Instructions:

AFPD, Auditor, Tax Collector

ATTACHMENTS

- [CFD_Staff Report.doc](#)
- [CFD_Dermination to Submit Question_Resol.doc](#)
- [Resolution Declaring Election Results Annex No. 12.doc](#)

Staff Report

To: Board of Supervisors

Date: February 25th, 2020

Subject: Annexation No.12 CFD 2006-1 (Fire Services)

In January 2006 the Board of Supervisors adopted resolutions forming Amador County Community Facilities District 2006-1 (Fire Services) and adopted Ordinance 1640 which imposes participation in CFD 2006-1 as a mitigation requirement on all future subdivisions of land and certain use permits.

Property owners in the CFD are responsible for the annual payment of a special tax which can only be used for fire services. The current special tax rate of the county's CFD is \$666.61 per year for a residential single family dwelling.

On January 14, 2020 the Board adopted a Resolution of Intention for the annexation of the properties in the map for Annexation No. 12 and set February 25th, 2020 as the date to hear the matter.

The annexation of the properties into CFD 2006-1 requires approval, by a two-thirds margin, of qualified voters in the proposed CFD. However, as there are fewer than twelve registered voters within the properties proposed for this annexation, the annexation shall be approved by a vote of the current landowners. Each owner(s) has a weighted vote based on the acreage of their property.

Each of the landowners has signed a Waiver and Consent relative to the election process and authorized a representative to cast the votes and execute the ballot assigned to the property.

Recommendation:

Approve resolutions relative to Annexation No. 12 for CFD 2006-1

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

IN THE MATTER OF:

RESOLUTION DETERMINING TO SUBMIT
QUESTION OF ANNEXING TERRITORY
TO COMMUNITY FACILITIES DISTRICT
NO. 2006-1 (FIRE PROTECTION SERVICES),
COUNTY OF AMADOR, STATE OF
CALIFORNIA, TO THE LANDOWNERS IN THE
TERRITORY PROPOSED FOR ANNEXATION
(ANNEXATION 12)

RESOLUTION NO. _____

WHEREAS, the Board of Supervisors (the “Board”) of the County of Amador (the “County”) has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to establish Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the “Community Facilities District”), to authorize the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District, the proceeds of which are to be used to finance certain public fire protection services; and

WHEREAS, the Board, by Resolution No. 20-006 (the “Resolution of Intention to Annex Territory”) adopted by the Board on has determined that the public convenience and necessity require the annexation of the territory (the “Annexation Area”) described on the map entitled “Annexation Map No. 12 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”) attached to the Resolution of Intention to Annex Territory, which Annexation Map was recorded on January 22, 2020 in Book 1 of Maps of Assessment and Community Facilities Districts of the County of Amador at Page 382, further designated as instrument number 2020-0000536, and has further determined that such annexation is advantageous to the Community Facilities District and the owners of the property within the Community Facilities District; and

WHEREAS, the Resolution of Intention to Annex Territory set the 25th day of February 2020, at the hour of 10:30 o’clock a.m., or as soon thereafter as the Board could consider the matter, in the Board of Supervisors’ Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California as the time and place for a public hearing to be held by the Board to consider the proposed annexation of the Annexation Area to the Community Facilities District and all other matters set forth in the Resolution of Intention to Annex Territory, and notice of the public hearing was duly given as provided in the Resolution of Intention to Annex Territory; and

WHEREAS, on February 25, 2020, the Board opened the public hearing at the time and place scheduled and at the public hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and within the Annexation Area, were given an opportunity to appear and to be heard, and the testimony of all interested persons or taxpayers for or against the proposed annexation or any other matters set forth in the Resolution of Intention to Annex Territory was heard and considered, and the Board then closed the public hearing; and

WHEREAS, written protests against the annexation were not submitted by 50 percent of the registered voters, or by six registered voters (whichever is more) residing within the Community Facilities District, or by 50 percent of the registered voters or six registered voters (whichever is more) residing within the Annexation Area; nor were written protests against the annexation submitted by the owners of one-half of the area of land in the territory included in the Community Facilities District, nor by the owners of one-half of the area of land in the Annexation Area; and

WHEREAS, pursuant to Section 53339.7 of the Act, the proposition to annex the Annexation Area to the Community Facilities District and to subject the Annexation Area to the Special Taxes is to be submitted to the qualified electors of the Annexation Area; 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. Matter to be Submitted to Qualified Electors. Pursuant to Section 53339.7 and Sections 53318 *et seq.* of the Act, the proposition to annex the Annexation Area to the Community Facilities District and to subject the Annexation Area to the levy of the Special Taxes as set forth in the revised rate and method of apportionment described in the Resolution of Intent to Annex Territory shall be submitted to the qualified electors of the Annexation Area at an election called therefor as provided below.

SECTION 3. Findings as to Fire Protection Services. The Board hereby finds and determines that the fire protection services to be financed by the Community Facilities District in the Annexation Area are in addition to those provided within the Annexation Area prior to this proposed annexation, and that the financed services will not supplant fire protection services currently available within the Annexation Area.

SECTION 4. Declaration of Landowner Vote. The Board accepts the Certificate re: Registered Voters heretofore filed in these proceedings and finds, in accordance therewith, that during the ninety days preceding the close of the public hearing there have been times when there were fewer than twelve registered voters residing within the Annexation Area. Accordingly, under Sections 53326(b) and 53339.7 of the Government Code, the qualified

electors of the Annexation Area for the proposed special election shall be the owners of land within the Annexation Area.

SECTION 5. Specification of Landowner Qualified Electors. The Board accepts the Certificate re: Landowners heretofore filed in these proceedings and finds, in accordance therewith, that the owners of land within the Annexation Area are the Landowners set forth in the attachment to the Certificate re: Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Sections 53326(b) and 53339.7, being the number of acres owned rounded up to the next whole acre.

SECTION 6. Findings Regarding Form of Waiver of Election Requirements. The Board hereby approves the form of “Property Owner’s Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election in Annexation Proceedings and Appointment of Representative to Act for Property Owner in Voting and Casting Ballot” (the “Waiver, Consent and Appointment”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Board hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Sections 53326(a), 53327(b) and 53339.7 of the Act and under other provisions of law dealing with waiver generally, and that the Waiver, Consent and Appointment constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

SECTION 7. Findings Regarding Receipt of Election Waivers. The Board further finds and determines, based on a Certificate of Clerk re: Receipt of Property Owner Waiver and Consent Forms, provided this date by the Clerk that each Landowner, or an authorized representative of each Landowner, has filed with the Clerk a properly executed Waiver, Consent and Appointment. The Board therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

SECTION 8. Call of Election. Pursuant to Sections 53326 and 53339.7 of the Government Code, the Board hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets February 25, 2020 as the election date. Pursuant to Sections 53326 and 53339.7 of the Government Code, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver, Consent and Appointment forms on file with the Clerk and shall therefore be permitted. The Clerk is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver, Consent and Appointment, to the Landowner’s authorized representative.

SECTION 9. Form of Ballot Measure. The proposition to be submitted to the qualified electors of the Annexation Area shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

SECTION 10. Specifications of the Election Order. The Clerk is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the Annexation Area as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the proceedings of the Board, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by the Clerk to the Landowners, and all voted ballots are required to be received by the Clerk not later than 12:00 noon on the day of the election in order to be counted. However, if at any time the Clerk determines that all votes have been cast, the Clerk shall immediately declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (x) or similar mark in the box next to the word "YES" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (x) or similar mark in the box next to the word "NO" on the ballot to the right of the proposition. The cross (x) or similar mark may be marked with either pen or pencil.

(e) The Clerk shall commence the canvass of the returns of the special election, and report the returns to the Board as soon as she may.

(f) The Board may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

SECTION 11. Two-Thirds Vote Required. Pursuant to Section 53339.8 of the Act, the above proposition shall become effective upon the affirmative vote of two-thirds or more of the votes cast upon the proposition.

SECTION 12. County Officers Authorized to Act to Effectuate this Resolution. The officers of the County are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution.

SECTION 13. 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 25th day of February 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

COMMUNITY FACILITIES DISTRICT NO. 2006-1
(FIRE PROTECTION SERVICES)

(ANNEXATION NO. 12)

SPECIAL ELECTION BALLOT

FOR THE SPECIAL MAILED- BALLOT ELECTION OF FEBRUARY 25TH 2020

This ballot is for the use of _____, a landowner within the territory proposed to be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California.

According to the provisions of the Community Facilities Act of 1982, and a resolution of the Board of Supervisors of the County of Amador, this landowner is entitled to cast ___ votes on this ballot.

In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before 10:30am on Tuesday, February 25, 2020 to:

Jennifer Burns, Clerk of the Board of Supervisors
County of Amador
810 Court Street
Jackson, CA 95642

Mailing by that date will not be sufficient, as the ballot must be physically received by the Clerk of the Board of Supervisors of the County of Amador prior to the deadline in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED. All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the Clerk of the Board of Supervisors of Amador County and obtain another.

BALLOT MEASURE

Shall the parcels of real property shown on "Annexation Map No. 12 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California" recorded in the Office of the Amador County Recorder on January 22, 2020 as instrument number 2020-0000536, be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California and become subject to its annual special tax to the same extent as all parcels of land already within Community Facilities District No. 2006-1?

YES:

NO:

Certification

The undersigned is the authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 25, 2020.

By _____
Authorized Representative

Walter White, Fire Chief
Print Name

EXHIBIT B

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

**PROPERTY OWNERS' IRREVOCABLE WAIVER AND CONSENT
ENCUMBERING PROPERTY AND BINDING FUTURE OWNERS
SHORTENING TIME PERIODS AND WAIVING VARIOUS
REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION
IN ANNEXATION PROCEEDINGS**

**AND APPOINTMENT OF REPRESENTATIVE TO ACT FOR PROPERTY OWNER
IN VOTING AND CASTING BALLOT**

**COMMUNITY FACILITIES DISTRICT NO. 2006-1
(FIRE PROTECTION SERVICES)
COUNTY OF AMADOR, STATE OF CALIFORNIA**

I [We], _____

(print name[s])

(referred to in this document collectively as the "Undersigned") declare [check one]:

_____ **The Undersigned are ALL of the owners (hereinafter the "Owners")...**

OR

_____ **The Undersigned is the authorized representative of, and in executing this document is acting for, ALL of the Owners (and has attached hereto evidence of the Undersigned's authority to act for ALL of the Owners in this regard, which Owners are listed here:**

)...

of the real property listed below by Assessor's Parcel Number ("APN") and for which **a legal description is attached**, which is proposed to be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the "Community Facilities District"). The APN's are:

_____ . This real property will be referred to hereinafter as "the Property."

The Undersigned understands that a special mailed-ballot, landowner election will be held to determine whether the Property will be annexed to the Community Facilities District, and further understands that if the Property is annexed, authority will be conferred on the Board of Supervisors of the County of Amador (the "Board") to levy an annual special tax on the Property to finance fire protection services as set forth in a resolution adopted by the Board on January 9, 2007 (Resolution No. 07-11 -- the Resolution of Formation of the Community Facilities District).

The Undersigned, on behalf of the Owners, represents that by the time of the public hearing on the annexation of the Property to the Community Facilities District, and by the time of the proposed mailed-ballot election, the Owners may have sold some or all of the Property to others. The Undersigned further represents, on behalf of the Owners, that this Waiver, Consent and Appointment is intended to bind the purchasers and future owners of the Property and to be as fully operative with respect to the Property as if the purchasers and future owners were the Owners of the Property, and were represented by the Undersigned at the time this Waiver, Consent and Appointment is executed by the Undersigned.

The Undersigned represents and promises that the Undersigned or the Owners will disclose the existence and effect of this Waiver, Consent and Appointment to all prospective purchasers of the Property, or any portion thereof, prior to entering into any agreement or contract to transfer the Property, or any portion thereof (or, if that has already occurred, prior to close of escrow); but the Undersigned acknowledges, on behalf of the Owners, that the effectiveness of this Waiver, Consent and Appointment, and its irrevocability, does not depend upon the Undersigned or the Owners doing so.

The Undersigned, on behalf of the Owners, acknowledges that certain County procedures with respect to the Property are being conducted and expedited by the County of Amador in reliance on this Waiver, Consent and Appointment being irrevocable, and that it is irrevocable.

The Undersigned, on behalf of the Owners, requests that the election be conducted at the earliest possible date. The Undersigned is the person legally entitled and authorized to execute this Waiver, Consent and Appointment with respect to the Property in connection with the landowner, mailed-ballot election on the annexation.

The Undersigned, on behalf of the Owners, hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a).

The Undersigned, on behalf of the Owners, hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The Undersigned, on behalf of the Owners, hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The Undersigned, on behalf of the Owners, hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees that either mailed service or personal service of the ballot will be sufficient.

The Undersigned, on behalf of the Owners, hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The Undersigned, on behalf of the Owners, hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver, Consent, and Appointment, at the particular instance and request of the Undersigned and of the Owners.

The Undersigned, on behalf of the Owners, hereby consents to the levy and collection of the special tax on the Property and hereby waives any and all rights to challenge the inclusion of the Property in the Community Facilities District and any and all other proceedings related thereto.

The Undersigned, on behalf of the Owners, hereby authorizes Walter White, Chief of the Amador Fire Protection District and Chuck Iley, Amador County Administrator, and their successors in office, or any of them, to act in all respects for the Property and for the Owners in casting the votes and executing the ballot assigned to the Property.

Finally, the Undersigned, on behalf of the Owners, acknowledges that a portion of the Property as furthered identified on Exhibit B is designated as a "Remainder Residential Parcel" by the Community Facilities District and once the new APNs are assigned to the Property, the Community Facilities District shall record a Notice of Release of Lien for the Remainder Residential Parcel and the Remainder Residential Parcel shall no longer be subject to the special tax for the Community Facilities District. The Undersigned, on behalf of the Owners, agrees that future subdivision of the Remainder Residential Parcel shall trigger annexation of all portions of the Remainder Residential Parcel to the Community Facilities District, including all costs associated with such annexation. If no parcel is designated at the time of annexation then all parcels are subject to annexation.

This Waiver, Consent and Appointment shall be recorded as a burden on the title of the Property. Once a mailed-ballot election as referred to herein has been successfully conducted, the Notice of Special Tax Lien encumbering the Property and the Notice of Release of Lien with respect to the Remainder Residential Property have been recorded with the Amador County Recorder, and the applicable statute of limitations for any legal challenge to the validity of the special tax on the Property has expired, this document shall be of no further force or effect, and shall no longer burden the title of the Property.

The Undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Waiver, Consent and Appointment is signed by each of the Undersigned on the date following each signature.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

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

IN THE MATTER OF:

RESOLUTION DECLARING THE RESULTS
OF THE SPECIAL ELECTION TO ANNEX
CERTAIN 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”) has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to establish Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the “Community Facilities District”), to authorize the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District, the proceeds of which are to be used to finance certain public fire protection services; and

WHEREAS, the Board, by Resolution No. 20-006 (the “Resolution of Intention to Annex Territory”) adopted on January 14, 2020, determined that the public convenience and necessity required the annexation of the territory (the “Annexation Area”) described on the map entitled “Annexation Map No. 12 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”) attached to the Resolution of Intention to Annex Territory, which Annexation Map was recorded on January 22, 2020, in Book 1 of Maps of Assessment and Community Facilities Districts of the County of Amador at Page 382-383, and further referenced as instrument number 2020-0000536, and the Board further determined that such annexation would be advantageous to the Community Facilities District and the owners of the property in the Community Facilities District; and

WHEREAS, the Resolution of Intention to Annex Territory fixed Tuesday, the 25th day of February, 2020, at the hour of 10:30 o’clock A.M., or as soon thereafter as the Board could consider the matter, in the Board of Supervisors’ Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California as the time and place for a public hearing to be held by the Board to consider the proposed annexation of the Annexation Area to the Community Facilities District and all other matters set forth in the Resolution of Intention to Annex Territory, and notice of the public hearing was duly given as provided in the Resolution of Intention to Annex Territory; and

WHEREAS, on February 25, 2020, the Board opened the public hearing at the time and place scheduled and at the public hearing all persons interested, including all taxpayers,

property owners and registered voters within the Community Facilities District and within the Annexation Area were given an opportunity to appear and to be heard, and the testimony of all interested persons or taxpayers for or against the proposed annexation or any other matters set forth in the Resolution of Intention to Annex Territory was heard and considered, and the Board then closed the public hearing; and

WHEREAS, on February 25, 2020, the Board adopted its “Resolution Determining to Submit the Question of Annexing Territory to Community Facilities District No. 2006-1 (Fire Protection Service), County of Amador, State of California to the Landowners in the Territory Proposed for Annexation (Annexation No. 12)” (the “Resolution Calling Election”), calling for a special election of the qualified electors within the Additional Territory; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on February 25, 2020; and

WHEREAS, the Clerk of the Board has duly canvassed the votes cast at the special election upon the question of annexation, and has certified the canvass of the returns of the election and has filed a Certificate of Election Results (the “Canvass”); 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. Acceptance of Canvass. The Board has received, reviewed and hereby accepts the Canvass.

SECTION 3. Declaration of Election Results. The Board hereby finds and declares, based upon the Canvass, that the ballot proposition submitted to the qualified electors of the Annexation Area pursuant to the Resolution Calling Election has been passed and approved by two-thirds or more of the votes cast by such electors in accordance with Section 53339.8 of the Act.

SECTION 4. Annexation and Authorization to Levy Special Taxes. The Board hereby determines that the Annexation Area is added to and made a part of the Community Facilities District with full legal effect and that the Board is now authorized to levy the Special Taxes within the Annexation Area.

SECTION 5. Direction to Clerk to Record Notice of Lien. The Clerk is hereby directed to execute and cause to be recorded in the office of the Amador County Recorder a Notice of Special Tax Lien (Annexation) as to the Additional Territory pursuant to Section 53339.8 of the Act, the recording to occur no later than fifteen days following the adoption of this Resolution.

SECTION 6. 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 25th day of February 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: Assessor

Meeting Date: February 25, 2020

SUBJECT

Assessor Secured Roll Correction

Request for approval of roll correction value being decreased over \$150,000 for Apn #008-392-013-000.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Auditor, Assessor

ATTACHMENTS

- [008-392-013-000.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
008-392-013-000	2019	A0514	S	008-392-013-000	008-392-013-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							800

	Roll Value	New Value	Sup From Net	Sup To Net
Land	133,525	250,000		
Structure	770,138	488,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE		Net Change		Supl Change
		-165,663		

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

Owner SCANLON WILLIAM & CATHERINE REVOCABLE TRUST
Mailing Address SCANLON WILLIAM E & CATHERINE CARR TRUSTEES
15932 DEEP CUT CT
PLYMOUTH CA 95669

Situs 15932 DEEP CUT CT
PLYMOUTH CA

Bill Comments PROP 8 VALUE ADJUSTMENT

TaxBill Days		Print R/C Wks	C
R/C Date	Jan 29, 2020	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: February 25, 2020

SUBJECT

Assessor Secured Roll Correction

Request for approval of roll correction assessed value decreased more than 50%

APN #033-450-004-000 Murphy Family Survivors Trust

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Auditor, Assessor

ATTACHMENTS

- [033-450-004-000.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
033-450-004-000	2018	A0547	S	033-450-004-000	033-450-004-000	052-002	052-002
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	57,571	25,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-32,571		

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
506/5151 From/Thru Dates			
	From 1	From 2	Thru
	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>

Owner MURPHEY FAMILY SURVIVORS TRUST
Mailing Address SCRONCE SHARON SUCCESSOR TRUSTEE
340 MORNINGSIDE DR
RENO NV 89509-3741

Situs

Bill Comments

TaxBill Days	<input style="width: 80px;" type="text"/>	Print R/C Wks	<input style="width: 30px;" type="text" value="C"/>
R/C Date	Feb 11, 2020	Print R/C Letter	<input style="width: 30px;" type="text" value="C"/>
Created By	TM	R/C Completed	<input style="width: 30px;" type="text" value="C"/>

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: February 25, 2020

SUBJECT

Budget Increase Request - The Assessor is requesting an additional \$2000 to attend State Assessor meetings. The funds will be transferred from a trust fund, and will have no effect on the General Fund.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor- Controller; Assessor

ATTACHMENTS

- [Budget Transfer Request.pdf](#)

BUDGET TRANSFER REQUEST
OR (CHECK ONLY ONE)
 BUDGET INCREASE REQUEST

DATE: 02-18-20

REQUESTED BY: James Rooney

DEPARTMENT: Assessor

APPROVED BY:

ADMINISTRATIVE OFFICER: [Signature]

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 \$
				4700	48332		2000
1220	52820	2000		1220	47891		2,000

REASON FOR THE REQUEST:
To attend Assessor meetings that involve information technology and new laws and regulations

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: Probation

Meeting Date: February 25, 2020

SUBJECT

Probation: Budget Increase to cover the costs for the Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit.

Recommendation:

Approval for a budget increase of \$7,500.00 utilizing Juvenile Probation funding. The budget increase will allow the Probation Department to cover the costs for the Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit.

4/5 vote required:

Yes

Distribution Instructions:

Auditor and Probation

ATTACHMENTS


- [Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit.pdf](#)

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Deputy Chief Probation Officer

Memo

To: Board of Supervisors
From: Mark J. Bonini, Chief Probation Officer 
CC:
Date: February 10, 2020
Re: Budget Increase

The purpose of this item is to obtain Board of Supervisor's approval for a budget increase of \$7,500.00 utilizing Juvenile Probation funding. The budget increase will allow the Probation Department to cover the costs for the Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit. The Lisa Project Exhibit will be set-up at Argonaut and Amador High Schools March 23-26, 2020. It will also be available to the public after school hours.

The budget transfer is attached to this memorandum.

BUDGET TRANSFER REQUEST

DATE: February 10, 2020

REQUESTED BY: Mark Bonini 

DEPARTMENT: Probation

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	DEPT/FUND #	REVENUE #	INCREASE \$	DECREASE \$
2350	52800	\$7,500.00		2350	460099	7,500.00	

REASON FOR THE REQUEST:
The budget increase utilizing Juvenile Probation funding will pay for the
Child Abuse Prevention Council of San Joaquin County Lisa Project Exhibit to be
held at Argonaut and Amador High Schools. The Lisa Project Exhibit will also be
available to the public after school hours.

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

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Resolution Honoring Dr. Robert Hartmann on his Reception of the Margaret Dalton Golden Acorn Award for 2020

Recommendation:

Approve the Resolution

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Bob Hartmann Resolution.doc](#)

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

IN THE MATTER OF:

RESOLUTION HONORING DR. ROBERT HARTMANN)
AS RECIPIENT OF THE 2020 MARGARET)
DALTON GOLDEN ACORN AWARD) RESOLUTION 20-XXX

WHEREAS, Dr. Hartmann, a native of Tennessee, graduated from the University of Notre Dame and Vanderbilt University Medical School, and completed his internal medicine residency at the University of North Carolina Medical School; and

WHEREAS, after his residency, Dr. Hartmann worked for four years in remote clinics in Southern Appalachia before relocating to Wisconsin where he met his wife, Mel Welsh; and

WHEREAS, Bob & Mel moved to Amador county in 1988, where he worked at Jackson Internal Medicine, caring for countless patients every day up until his retirement in June 2019; and

WHEREAS, Dr. Hartmann also served as Amador County Public Health Officer for 16 years whilst still continuing to serve in his own practice; and

WHEREAS, shared his knowledge and experience by training primary care physicians as the lead preceptor in Amador County for the U.C. Davis Rural PRIME Program; and

WHEREAS, Dr. Hartmann joined Mel in “retirement” this past summer, however he still remains active by filling in at Jackson Internal Medicine and volunteering at UCD student run free clinics throughout Sacramento; and

WHEREAS, Dr. Hartmann was a founding member of both the Foothill Conservancy and Mother Lode Land Trust. He enjoys spending his free time outdoors, especially trail-running and even participating in ultramarathons when his schedule permits; and

THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby recognize Dr. Robert Hartmann as an honored recipient of the Margaret Dalton Golden Acorn Award for 2020.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 25 day of February, 2020, by the following vote:

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

Pat Crew, Chairman, Board of Supervisors

ATTEST:
JENNIFER BURNS, Clerk of the

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Resolution Honoring Donna Jackson upon her reception of the Margaret Dalton Golden Acorn Award ro

Recommendation:

Approve the Resolution

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Donna Jackson Resolution.doc](#)

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

IN THE MATTER OF:

RESOLUTION HONORING DONNA JACKSON) RESOLUTION 20-XXX
AS RECIPIENT OF THE 2020 MARGARET)
DALTON GOLDEN ACORN AWARD)

WHEREAS, Donna Jackson was born in Tacoma, Washington on July 3rd, 1959 as the middle child of three children in a military family. They relocated to California in 1967, and Donna graduated from high school in Huntington Beach 10 years later; and

WHEREAS, Donna moved to the beautiful foothills of Amador County with her two children in the fall of 1987. Both her daughter and son graduated from Amador High School; and

WHEREAS, Donna married her husband, Aaron, in 1991. Aaron has roots in Amador County, with his family having been miners and loggers. Together, Donna and Aaron have three grandchildren; and

WHEREAS, Donna began working in the Emergency Room of the old Sutter Amador Hospital in 1998. She worked in several different departments within the hospital over the years, including the Health Center and Pediatric Center, where she first connected with Amador County Public Health; and

WHEREAS, she left Sutter to work for Public Health in 2003. She has been there for 17 years, and is currently a Health Educator, where she works with children and families through programs such as the Baby Welcome Wagon and CalFresh Healthy Living; and

WHEREAS, Donna is passionate about her work with the S-Club, a high school community service club. You will find Donna and her S-Club kids diligently working community crab feeds, Band Against Cancer events, Interfaith Food Bank events, K9 Functions and many more; and

WHEREAS, The Amador County Board of Supervisors wishes to thank Donna Jackson for her unwavering dedication to the County of Amador over the last 17 years;

THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby recognize Donna Jackson as an honored recipient of the Margaret Dalton Golden Acorn Award for 2020.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 25 day of February, 2020, by the following vote:

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

Pat Crew, Chairman, Board of Supervisors

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

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Adoption of a Resolution recognizing and honoring Forrest Parlor No. 86, Plymouth Native Daughters of the Golden West upon their 125th anniversary and years of service to the Community.

Recommendation:

Adoption

4/5 vote required:

No

Distribution Instructions:

Board Clerk-(Supervisor Oneto will present on April 4, 2020 at the Anniversary Celebration.

ATTACHMENTS

- [NDGW_resol.doc](#)

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING AND HONORING
FORREST PARLOR NO. 86, PLYMOUTH NATIVE
DAUGHTERS OF THE GOLDEN WEST

RESOLUTION NO. 20-XXX

WHEREAS, Native Daughters of the Golden West (NDGW) is an organization of individuals born in California who are dedicated to the preservation of California's history and the social and cultural development of the State; and

WHEREAS, Forrest Parlor No. 86, NDGW was instituted on August 2, 1805; and

WHEREAS, Forrest Parlor has continuously provided an opportunity for local high school students to compete in an annual Student Art Contest since 1970; and

WHEREAS, Forrest Parlor has provide scholarships every year to local students for the past twenty-two years; and

WHEREAS, Forrest Parlor has funded over ten acres of seedlings for the reforestation of trees with the Pennies for Pines Project; and

WHEREAS, for the past thirty years, Forest Parlor No. 86 has supported a grant program for children with medical needs through the Children's Foundation, NDGW; and

WHEREAS, Forrest Parlor has placed commemorative plaques throughout Amador County in recognition of historic buildings and landmarks; and

WHEREAS, Forrest Parlor has been placing flags on the graves of Veterans in the Shenandoah Valley cemetery for over 35 years; and

WHEREAS, Forrest Parlor began cooking and serving meals at the Plymouth City Hall in the early 1990's and the Senior Meal program continues every Wednesday to this day; and

THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby honor Forrest Parlor No. 86, Plymouth Native Daughters of the Golden West upon their 125th Anniversary and recognizes their years of dutiful service to the Community.

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 11th Day of February, 2020, by the following vote:

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

Patrick Crew, Chairman, Board of Supervisors

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Adoption of an Ordinance amending Chapter 7.27 of the Amador County Code regarding recycling and diversion of Construction and Demolition Debris. (Reading waived on February 11, 2020)

Recommendation:

Adoption

4/5 vote required:

No

Distribution Instructions:

Waste Management, Board Clerk for codification and publishing post passage notice.

ATTACHMENTS

- [Chapter 7.27 Amendment Ordinance.docx](#)

**ORDINANCE AMENDING CHAPTER 7.27 OF THE AMADOR COUNTY CODE
REGARDING RECYCLING AND DIVERSION OF CONSTRUCTION
AND DEMOLITION DEBRIS**

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

SECTION I. The following sections within Chapter 7.27 are hereby amended as follows:

“7.27.020 Definition.

For purposes of this chapter, the following definitions apply:

- A. "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the county for applicable permits to undertake any construction, demolition, or renovation project within the county.
- B. "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under the laws of the state of California, or who performs (whether as contractor, subcontractor, owner-builder, or otherwise) any construction, demolition, or landscaping service relating to buildings or accessory structures in the unincorporated area of Amador County.
- C. "Construction and demolition debris" means and includes:
 - 1. Discarded materials generally considered to be not water soluble and nonhazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project; and
 - 2. Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.
- D. "Covered project" means all construction and demolition projects within the county for which a building or demolition permit is required shall comply with this chapter. A covered project shall not include any project resulting from an unforeseen act or emergency condition, including but not limited to fire, flood, or other natural disaster.
- E. "Designated recyclable and reusable materials" are those materials which may be used to satisfy the diversion requirements of this chapter. During such time in which the owner maintains possession of designated recyclable and reusable materials they will not be considered construction and demolition debris. Such materials may, but are not required to, include the following:

1. Inert solids;
 2. Wood materials, including any and all dimensional lumber, or construction wood that is not chemically treated, creosoted, chromated copper arsenate (CCA) pressure treated, contaminated or painted;
 3. Vegetative materials, including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use;
 4. Metals, including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;
 5. Roofing materials including wood shingles and shakes as well as asphalt, stone and slate based roofing material;
 6. Salvageable materials and structures, including but not limited to doors, windows, fixtures, hardwood flooring, sinks, bathtubs and appliances;
 7. Any other changes to this chapter including identifying additional materials to be diverted shall be approved by the Amador County board of supervisors.
- F. "Director" means the community development director, or his or her designee.
- G. "Inert solids" includes asphalt, concrete, rock, stone, brick, sand, soil and fines.
- H. "Salvage" means the controlled removal of materials from a covered project, for the purpose of reuse or storage for later reuse.
- I. "Structure" means anything constructed or erected."

“7.27.030 Diversion requirement.

- A. During the duration of the covered project, the applicant shall divert at least sixty-five percent by weight of the total construction and demolition debris generated by a covered project, unless the applicant has been granted a diversion requirement adjustment pursuant to Section [7.27.040](#), resulting in an alternative diversion requirement. This requirement includes all permitted structures and applies to projects that require a construction or building permit from a local agency. It also applies to residential additions and alteration of existing buildings where the building's conditioned area, volume, or size increases.
- B. In building permits for covered projects, the building official shall insert the following statement or an applicable variation thereof:

"During the project, the Contractor will be responsible for compliance with Chapter [7.27](#) of the Amador County Code, regarding diversion of construction and demolition debris."

C. Contractors working on projects not covered by this chapter are encouraged to divert material from construction and demolition projects to the maximum extent practicable in accordance with the provisions of this chapter.

D. For the purposes of this chapter, "divert" or "diversion" means a reduction of the amount of waste being disposed in landfills by any of the following methods, or combination thereof:

1. Reuse of the designated recyclable and reusable materials.
2. Delivery of designated recyclable and reusable materials to a certified recycling facility described in Section [7.27.050](#).
3. Other methods as approved by the director.

E. Exceptions to the diversion requirement include:

1. Alternate waste reduction methods developed by working with the waste management department if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the job site.

F. For nonresidential projects one hundred percent of excavated soil and land clearing debris shall be reused or recycled. This may include, but is not limited to, trees, stumps, associated vegetation and rocks. Materials may be stockpiled on site until such time they are reused or recycled.”

“7.27.040 Diversion requirement adjustment.

A. Application. If an applicant for a covered project experiences circumstances that makes it infeasible to comply with the diversion requirement, the owner may apply to the director of community development for an adjustment. The applicant shall indicate in writing why it is infeasible to divert sixty-five percent of the construction and demolition debris being generated from the covered project and specify what percentage of diversion could be achieved. Increased costs to the applicant or owner shall not be a sufficient basis for an adjustment.

B. Review and Granting of Adjustment. The director shall review the information supplied by the applicant. If the director determines that it is infeasible for the applicant to divert sixty-five percent of the generated construction and demolition debris from the covered project, the percent of diversion required shall be adjusted. The applicant shall be notified in writing of the adjusted diversion requirement and the applicant shall be required to divert the percent required by the adjustment.

C. Denial of Adjustment. If the director determines that it is feasible for the applicant to meet the diversion requirement, the diversion adjustment shall be denied. The applicant shall be notified in writing of the denial.”

“7.27.050 Certified recycling facilities.

A. For the purposes of this part, a "certified recycling facility" means a recycling, composting, materials recovery or re-use facility for which the director has issued a certification pursuant to criteria developed by the director.

B. The director shall issue a certification only if the owner or operator of the facility submits documentation satisfactory to the director that:

1. The facility has obtained all applicable federal, state, and local permits, and, as far as known to county, is in full compliance with all applicable regulations; and

2. The percentage of incoming waste from construction and demolition activities that is diverted from landfill disposal meets or exceeds sixty-five percent.”

“7.27.090 Refund of diversion deposit.

A. The director may authorize the refund of any diversion deposit that was erroneously paid or collected.

B. The director may authorize the refund of any diversion deposit when the building permit application is withdrawn or cancelled prior to any work on the covered project.

C. The director may authorize the refund of any diversion deposit when he or she has determined that the applicant has achieved full compliance or good faith effort compliance with the requirements of this chapter.

D. The director may authorize a partial refund of a diversion deposit when he or she has determined that the applicant failed to comply with the requirements of this chapter. Any partial refund shall not exceed that portion of the diversion deposit that is in the same ratio as the demonstrated amount of diverted waste bears to sixty-five percent by weight of the total waste generated.

E. The director shall not authorize the refund of any diversion deposit, or any portion thereof, unless the applicant files a debris recovery report and all required supporting documentation no later than six months after final sign-off on permit from the building department or expiration, revocation, or withdrawal of the building permit.”

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 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: Public Works

Meeting Date: February 25, 2020

SUBJECT

State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Michael C. and Kimberly A. Johnson Trustees of the Michael
C Johnson and Kimberly A. Johnson Family Trust-2010
APN: 030-191-012

Recommendation:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [SR 88_Johnson memo.pdf](#)
- [2020-02-25_SR88 Purchase Agreement- Johnson.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6421

FAX: (209) 223-6391

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *MSH* *SMWJ*

DATE: February 25, 2020

SUBJECT: State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Michael C. and Kimberly A. Johnson Trustees of the Michael C Johnson and Kimberly A. Johnson Family Trust-2010
APN: 030-191-012

CONTACT: Mark Hopkins (223-6248)

Overview

In general, the overall project intends to improve State Route 88 corridor through the town of Pine Grove. These planned improvements will include: construction of sidewalks, shoulder widening and bicycle lanes, installation of signals, intersection modifications, construction of additional turn lanes, and reconstructing various portions of the highway to make geometric improvements. The implementation of these corridor improvements will meet the long-term operational, congestion, and safety needs while advancing the broad community development goals of the region, County and Pine Grove.

The Board established "just compensation" for these acquisitions in closed session on November 12, 2019 and the Public Works' right-of-way agent secured Michael C. Johnson and Kimberly A. Johnson signatures on the attached Purchase Agreement in January 2020. As described in the Purchase Agreement, the cost of \$8,600.00 includes the value of the permanent right of way deed (APN 030-191-012), temporary right of way deed (APN 030-191-012), and certain damages which will occur on the properties at the time of construction.

Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

Fiscal Impact

This work is funded with revenue from the Regional Transportation Improvement Program (RTIP). The Amador County Transportation Commission (ACTC) is the Project Sponsor. Funding is currently programmed by ACTC accordingly in the RTIP. Current funding is for Right-of-way Appraisal and Acquisition (R/W) component phase work only. Amador County (County) is receiving reimbursement for eligible project expenses by invoicing California Department of Transportation directly in arrears. The project is included in Fiscal Year 2019-20 Adopted Department Budget.

Attachments:

Two Original Purchase Agreements
Original Deeds with Certificate of Compliance
Escrow Instructions

Assessor Parcel No.	Owner	Site Address	Project	Parcels
030-191-012	Michael C. Johnson and Kimberly A. Johnson, Trustees of The Michael C. Johnson and Kimberly A. Johnson Family Trust-2010	19805 State Route 88 Pine Grove CA 95665	State Route 88 / Pine Grove Improvement Project	17075-1,2

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY)**, and **Michael C. Johnson and Kimberly A. Johnson, Trustees of The Michael C. Johnson and Kimberly A. Johnson Family Trust-2010 (GRANTOR)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires property in Fee and a Temporary Construction Easement for road improvement purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
 - (A) Pay the undersigned Grantor the sum of \$8,600.00 (EIGHT THOUSAND SIX HUNDRED DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by COUNTY, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, Escrow Number P-290634.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to GRANTOR and at the time of highway construction, construct a road approach paved to the right of way line. Upon completion of construction of said road approach it will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with and subject to the laws of the State of California and the

rules and regulations of the Department of Transportation. Access to the property will be maintained throughout the construction period.

- (E) At no expense to GRANTOR and at the time of highway construction, relocate the existing commercial sign and remove existing retaining curb and construct a new retaining curb on the undersigned GRANTOR'S remaining property.

These obligations shall survive the close of escrow in this transaction.

3. Permission is hereby granted the COUNTY or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clauses 2(D) of this contract it will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for the Temporary Construction Easements needed for the purpose of providing access, a working area to conform the existing road approach, remove the existing concrete retaining wall/curb and to construct the new retaining curb to be located within the right of way, and associated construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR's land on Assessor's Parcel Number 030-191-012 within those areas shown on the attached map for undertaking and facilitating the work described herein and the construction of the County's Project. Said Temporary Construction Easement shall become effective upon COUNTY's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 72-Months from the effective date.
6. Permission is hereby granted the COUNTY or its authorized agent to enter upon GRANTOR's land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction easement, for the purpose of conforming the existing driveway, a working area for the widening and construction of the State Route 88 Project, and construction of sidewalks.
7. It is understood and agreed between the parties hereto that payment shown in Paragraph 2A above includes payment to GRANTOR for certain improvements located partly within and partly without the right of way area.

Said improvements consist of: 22 SF of Asphalt Paving.

The COUNTY, or its agent, is hereby granted the right to enter upon the remaining property of the GRANTORS for the purpose of removing said improvements.

8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by COUNTY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
9. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness

No Obligation Other Than Those Set Forth Herein Will Be Recognized

secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.

10. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY's operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
11. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold the COUNTY harmless and reimburse the COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by GRANTOR, prior to the close of escrow.
12. It is agreed between the parties hereto that the COUNTY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellations of such assessments. The assessments remain the obligation of the GRANTOR and, as between the COUNTY and the GRANTOR no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

In Witness Whereof, the Parties vested have executed this agreement on ____ day of _____ 2020

GRANTOR: Michael C. Johnson and Kimberly A. Johnson, Trustees of The Michael C. Johnson and Kimberly A. Johnson Family Trust-2010



Michael C. Johnson, Trustee



Kimberly A. Johnson, Trustee

GRANTEE:
AMADOR COUNTY

APPROVED:

By _____

Lynn A. Morgan Chairman
Amador County Board of Supervisors

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

By _____

Jennifer Burns
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

By _____



Suzzan Hunt Arnold
Right Way Agent

EXHIBIT A



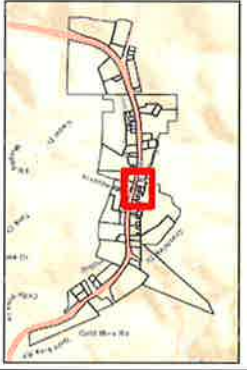
PINE GROVE PARCEL IMPACTS

Owner:
Johnson Family Trust

APN:
030-191-012

Map Features

- Parcel of Interest
- APN Boundary
- Cut
- Fill
- Sidewalk/Driveway
- Retaining Wall
- Parcel Impacts**
- Right of Way Acquisition: 23 sq ft
- Temporary Construction Easement: 2738 sq ft



Map Date: 5/1/2013

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: February 25, 2020

SUBJECT

State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Richard and Sherry Wolcott LLC, a Limited Liability Company
APN: 030-200-043

Recommendation:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [SR 88_Wolcott memo.pdf](#)
- [2020-02-25_SR88 Purchase Agreement-Wolcott.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Mark Hopkins, Senior Project Manager *MSH* *mwj*

DATE: February 25, 2020

SUBJECT: State Route 88 / Pine Grove Improvement Project;
Purchase Agreement with Richard and Sherry Wolcott LLC, a Limited Liability Company
APN: 030-200-043

CONTACT: Mark Hopkins (223-6248)

Overview

In general, the overall project intends to improve State Route 88 corridor through the town of Pine Grove. These planned improvements will include: construction of sidewalks, shoulder widening and bicycle lanes, installation of signals, intersection modifications, construction of additional turn lanes, and reconstructing various portions of the highway to make geometric improvements. The implementation of these corridor improvements will meet the long-term operational, congestion, and safety needs while advancing the broad community development goals of the region, County and Pine Grove.

The Board established "just compensation" for these acquisitions in closed session on November 12, 2019 and the Public Works' right-of-way agent secured Richard Wolcott and Sherry Wolcott signatures on the attached Purchase Agreement in January 2020. As described in the Purchase Agreement, the cost of \$2,500.00 includes the value of the permanent right of way deed (APN 030-200-043), temporary right of way deed (APN 030-200-043), and certain damages which will occur on the properties at the time of construction.

Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

Fiscal Impact

This work is funded with revenue from the Regional Transportation Improvement Program (RTIP). The Amador County Transportation Commission (ACTC) is the Project Sponsor. Funding is currently programmed by ACTC accordingly in the RTIP. Current funding is for Right-of-way Appraisal and Acquisition (R/W) component phase work only. Amador County (County) is receiving reimbursement for eligible project expenses by invoicing California Department of Transportation directly in arrears. The project is included in Fiscal Year 2019-20 Adopted Department Budget.

Attachments:

Two Original Purchase Agreements
Original Deeds with Certificate of Compliance
Escrow Instructions

Assessor Parcel No.	Owner	Site Address	Project	Parcels
030-200-043	Richard and Sherry Wolcott LLC, a Limited Liability Company	20171 State Route 88, Pine Grove CA 95665	State Route 88 / Pine Grove Improvement Project	17095-1,2

PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY)**, and **Richard and Sherry Wolcott LLC, a Limited Liability Company (GRANTOR)**.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires property in Slope Easement and Temporary Construction Easement for road improvement purposes, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
 - (A) Pay the undersigned Grantor the sum of \$2,500.00 (TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by COUNTY, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 11321 Prospect Drive, Suite 1, Jackson, CA 95642. Escrow Number P-290688.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 - (D) At no expense to GRANTOR and at the time of highway construction, construct or conform existing road approach paved to the right of way line located at SR 88. Upon completion of construction of said road approach it will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation. Access to the property will be maintained throughout the construction period.

These obligations shall survive the close of escrow in this transaction.

3. Permission is hereby granted the COUNTY or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to GRANTOR'S remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for the Temporary Construction Easements needed for the purpose of providing access, a working area to install sidewalks, road slope easement work, conforming the road approach, and any associated construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR's land on Assessor's Parcel Number 030-200-043 within those areas shown on the attached map for undertaking and facilitating the work described herein and the construction of the County's Project. Said Temporary Construction Easements shall become effective upon COUNTY's deposit of funds into escrow in the amount of the purchase price and shall terminate upon completion of construction, or in any event no later than 72-Months from the effective date.
6. Permission is hereby granted the COUNTY or its authorized agent to enter upon GRANTOR's land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction easements, for the purpose of conforming road approach, roadwork and providing a working area for the construction of sidewalks widening and construction of the State Route 88 Project.
7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by COUNTY, including the right to remove and dispose of improvements, shall commence on acceptance of this contract by COUNTY and upon deposit of funds into escrow. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
8. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.
9. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned grantors covenant and agree to indemnify and hold the COUNTY harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTORS' obligation herein to indemnify the COUNTY shall not exceed the amount paid to the GRANTORS' under this contract.
10. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY's operations under this agreement. GRANTOR further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
11. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold the COUNTY harmless and reimburse the COUNTY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a quitclaim

No Obligation Other Than Those Set Forth Herein Will Be Recognized

deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by GRANTOR, prior to the close of escrow.

12. It is agreed between the parties hereto that the COUNTY in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellations of such assessments. The assessments remain the obligation of the GRANTOR and, as between the COUNTY and the GRANTOR no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

SIGNATURE PAGE FOLLOWS

ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.

In Witness Whereof, the Parties vested have executed this agreement on 24th day of January 2020.

GRANTOR: Richard and Sherry Wolcott LLC, a Limited Liability Company

By 
Richard Wolcott

By 
Sherry Wolcott

GRANTEE:
AMADOR COUNTY

APPROVED:

By _____
Lynn A. Morgan Chairman
Amador County Board of Supervisors

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

By _____
Jennifer Burns
Clerk of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

By 
Suzzan Hunt Arnold
Senior Right Way Agent

EXHIBIT A



Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 25, 2020

SUBJECT

Behavioral Health 2nd Amendment to Agreement with Crestview Behavioral Health

Recommendation:

Approve 2nd Amendment

4/5 vote required:

No

Distribution Instructions:

Please return to Karen Vaughn / Behavioral Health

ATTACHMENTS

- [Crestwood 1st amendment signed.pdf](#)
- [Crestwood 2nd Amendment FY20-21 Signed by Contractor.pdf](#)
- [signed Crestwood Agreement FY 18-19.pdf](#)

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of Sept 10, 2019 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Crestwood Behavioral Health Inc.

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of, June 26th, 2018 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. The remit to address for the Contractor of section 17. NOTICES shall be modified to read as follows:

To Contractor: CRESTWOOD BEHAVIORIAL HEALTH INC.
a Delaware Corporation, DBA: American River Behavioral Health
Center, a division of CRESTWOOD BEHAVIORIAL HEALTH
PO Box 7095
Stockton, CA 95267-0095


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: CRESTWOOD
BEHAVIORAL HEALTH, INC., a Delaware
Corporation, dba: American River Behavioral
Health Center, a California Corporation

BY: 

Brian Oneto
Chairman, Board of Supervisors


BY: 

Gary Zeyen
Director of County Contracts

Federal I.D. No.: 68-0399495

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 B- Fee Schedule

CRESTWOOD BEHAVIORAL HEALTH, INC. 2019-2020

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR section 51511 C.

IMD 18-64

CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING

Basic	Enhanced	Total
219.53	44.00	263.53
219.53	57.00	276.53
219.53	111.00	330.53

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON	23.00	23.00
	34.00	34.00
	36.00	36.00
	57.00	57.00
	83.00	83.00
	111.00	111.00
SUB ACUTE	NEGOTIABLE	
NON MEDI CAL	****	

MODESTO	23.00	23.00
	39.00	39.00
	57.00	57.00
	83.00	83.00
	111.00	111.00
SUB ACUTE	NEGOTIABLE	
NON MEDI CAL	****	

FREMONT GTC	NON MEDICAL	**** (basic)	132.00
	NEURO-BEHAV	132.00	132.00
	CONVERSION(requires priv room)		483.00

CRESTWOOD MANOR FREMONT		23.00	23.00
		0.00	31.00
		0.00	57.00
			90.00
			132.00

**** Medi-Cal Published Rate

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR section 51511 C.

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	LEVEL 1	344.00
MHRC	LEVEL 2	313.00
	LEVEL 3	292.00
SAN JOSE	LEVEL 1	375.00
	LEVEL 2	301.00
	LEVEL 3	289.00
VALLEJO	LEVEL 1	347.00
	LEVEL 2	295.00
	LEVEL 3	262.00
	LEVEL 4	245.00
ANGWIN	LEVEL 1	336.00
	LEVEL 2	268.00
	LEVEL 3	218.00
BAKERSFIELD	LEVEL 1	649.00
	LEVEL 2	344.00
	LEVEL 3	313.00
	LEVEL 4	295.00
EUREKA		296.00
SAN DIEGO	LEVEL 1	426.00
	LEVEL 2	366.00
	LEVEL 3	305.00

	BED HOLD	297.00
CHULA VISTA	LEVEL 1	426.00
	LEVEL 2	366.00
	LEVEL 3	305.00
	BED HOLD	297.00
KINGSBURG	LEVEL 1	443.00
	LEVEL 2	388.00
	LEVEL 3	333.00
	BED HOLD	277.00
SAN FRANCISCO	LEVEL 1	544.00
	LEVEL 2	480.00
	LEVEL 3	464.00
	LEVEL 3	431.00
	BED HOLD	296.00
FALLBROOK	LEVEL 1	433.00
	LEVEL 2	371.00
	LEVEL 3	309.00
	BED HOLD	296.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	867.00
SAN JOSE	1,019.00
SOLANO	941.00
KERN	1,044.00
AMERICAN RIVER	860.00

COMMUNITY CARE CENTERS

EUREKA:-PATHWAY	186.00
OUR HOUSE	130.00
BRIDGE (KERN)	197.00
AMERICAN RIVER RESIDENTIAL	130.00
PLEASANT HILL BRIDGE	130.00
PLEASANT HILL PATHWAYS	191.00
FRESNO	197.00

VALLEJO RCFE	135.00
CRESTWOOD BEHAVIORAL Pathways San Diego	135.00

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
MODESTO	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
REDDING GTC	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	23.00	23.00
	31.00	31.00
	57.00	57.00

IDYLWOOD CARE CTR

	111.00	111.00
NEURO-BEHAV-LOCKED	132.00	132.00
	160.00	160.00
CONVERSION (REQUIRES PRIV ROOM)		260.00

The above rates include room & board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

This agreement shall not exceed Two hundred fifty thousand dollars (\$250,000.00) for fiscal year 2019-2020.

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2020 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and CRESTWOOD BEHAVIORAL HEALTH INC., a Delaware Corporation, dba: American River Behavioral Health Center (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 2018 whereby Contractor agreed to provide mental health treatment services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of September 10, 2019.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2021.

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

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

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

COUNTY OF AMADOR

CONTRACTOR: CRESTWOOD
BEHAVIORAL HEALTH, INC. a Delaware
Corporation, dba: American River
Behavioral Health Center

BY: _____
Patrick Crew
Chairman, Board of Supervisors

BY:  _____
Gary Zeyen *maria Stedano*
Director of County Contracts *Chief financial*
Federal I.D. #: 68-0399495 *Officer*

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC.

7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

<u>Mental Health Rehabilitation Centers</u>	<u>Room and Board/Per Diem</u>	
Crestwood Center Sacramento MHRC - 1106 NPI - 1356411656	Level 1	356.00
	Level 2	324.00
	Level 3	294.00
Crestwood Behavioral Health Ctr San Jose MHRC - 1107 NPI - 1376623256	Level 1	388.00
	Level 2	312.00
	Level 3	303.00
Crestwood Behavioral Health Ctr Eureka MHRC - 1110 NPI - 1124046008		306.00
Crestwood Behavioral Health Ctr Bakersfield MHRC - 1115 NPI - 1275610800	Level 1 (1:1)	672.00
	Level 2	356.00
	Level 3	324.00
	Level 4	292.00
Crestwood C.E.N.T.E.R. Angwin MHRC - 1116 NPI - 1316024953	Level 1	348.00
	Level 2	277.00
	Level 3	226.00
Kingsburg Healing Center Kingsburg MHRC - 1140 NPI - 1073989661	Level 1	459.00
	Level 2	402.00
	Level 3	345.00
	Bedhold	287.00
Crestwood Recovery and Rehab Vallejo MHRC - 1141 NPI - 1508935834	Level 1	359.00
	Level 2	305.00
	Level 3	271.00
	Level 4	254.00
Crestwood San Diego San Diego MHRC - 1154 NPI - 1295146934	Level 1	441.00
	Level 2	379.00
	Level 3	316.00
	Bedhold	307.00
Crestwood Chula Vista Chula Vista MHRC - 1164 NPI - 1023495181	Level 1	441.00
	Level 2	379.00
	Level 3	316.00
	Bedhold	307.00
San Francisco Healing Center San Francisco MHRC - 1166 NPI - 1447758024	Level 1	563.00
	Level 2	497.00
	Level 3	480.00
	Level 3A	446.00
	Bedhold	306.00
Fallbrook Healing Center Fallbrook Healing - 1167 NPI - 1639733297	Level 1	448.00
	Level 2	384.00
	Level 3	320.00
	Bedhold	306.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	861.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	867.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1050.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	947.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	969.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr Redding IMD - 1122 NPI - 1194743088	227.21	24.00 45.00 59.00 114.00 Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor Stockton SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 35.00 37.00 59.00 85.00 114.00 Negotiated

Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 40.00 59.00 85.00 114.00 Negotiated
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Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 32.00 59.00 93.00 136.00 Negotiated
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<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	136.00 Negotiated

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	192.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	134.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	203.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	134.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	134.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	197.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	203.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	139.00
Hummingbird Healing House Pathways San Diego - 1168	150.00

This agreement shall not exceed Two hundred fifty thousand dollars (\$250,000.00) for fiscal year 2020-2021.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of June 26, 2018 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center (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 inpatient mental health treatment services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2018 through June 30, 2019. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

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

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

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

6. SUPERVISION OF THE WORK.

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

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

6.3 Contractor shall assign only competent personnel to perform any portion of the Work. If

at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

- 6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
 - 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals

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

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

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

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

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

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

11.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

subcontractors.

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

12. INDEMNIFICATION. Contractor will indemnify, reimburse, hold harmless and defend County, its officers, agents, or employees from any and all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suits, judgments, loss, or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, resulting from the act or omission of Contractor, in connection with performance of this Agreement. County will indemnify, reimburse, hold harmless and defend Contractor from any and all liability, damages, loss, costs, and obligations, including court costs and reasonable attorney's fees, arising out of any claim, suit judgment, loss, or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, resulting from the act or omission of County, its officers, agents, or employees in connection with the performance of this Agreement.

13. DOCUMENTS AND RECORDS.

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

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

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

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

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

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

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

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

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

14.3 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.

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
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: CRESTWOOD BEHAVIORAL HEALTH, INC., a
Delaware Corporation, dba: American River
Behavioral Health Center, a division of CRESTWOOD
BEHAVIORAL HEALTH
520 Capital Mall, Suite 800
Sacramento, CA 95814

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

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

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

18. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
19. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
20. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

24. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

25. CERTIFICATION OF PROGRAM INTEGRITY. For each Medi-Cal beneficiary for who the Contractor is submitting a claim for reimbursement Contractor shall ensure the following:

25.1 Compliance with documentation standards requirements as per California Code of Regulations, Title 9

25.2 The Medi-Cal beneficiary was eligible to received Medi-Cal services at the time the services were provided to the Beneficiary.

25.3 The services included in the claim were actually provided to the beneficiary.

25.4 Contractor certifies that the following processes are in place.

25.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with applicable Federal and State standards.

25.4.2 The designation of a compliance officer and a compliance committee that is accountable to senior management.

25.4.3 Effective training and education for the compliance officer and the organization's employees.

25.4.4 Enforcement of standards through well-publicized disciplinary guidelines.

25.4.5 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the provisions of mental health services.

25.4.6 Confirmation that subcontractors and all employees are not excluded form Medi-Cal and Medicaid participation.

25.5 Contractor attests that it has not current business or financial relationship with any County Employees that would conflict with this Agreement and will not enter into such business or financial relationships with any such employees during or following the period of this agreement.

26. Beneficiary Problem Resolution. Contractor agrees to provide Amador County Medi-Cal beneficiaries with the Amador County Informing Materials, which contains contact information, provider list and grievance forms, envelopes and brochures. Contractor also agrees to post this information where Medi-Cal beneficiaries can read them.

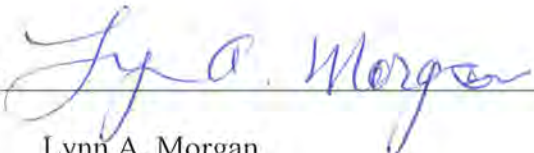
27. Disclosure of Ownership. Contractor agrees to comply with all applicable provisions of 42.C.F.R sections 455.100 through 455.106 as it relates to disclosure of 5% ownership interest.
28. Social Security Administration's Death Master File. Contractor shall have a process to verify upon hire that employees are not in the Social Security Administration's Death Master File.

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

COUNTY OF AMADOR

CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a division of CRESTWOOD BEHAVIORAL HEALTH (the "Contractor").


BY: 
Lynn A. Morgan
Board of Supervisors

BY: 
George C. Lytal, President

Federal I.D. No.: 68-0399495

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

Contractor shall provide to County patients referred by the Amador County Behavioral Health Director or his or her designee all of the services.

Contractor shall provide treatment services for Amador County residents who are under the general supervision of the Amador County Behavioral Health Director or his/her designee for purposes of treatment, planning, and coordination. County agrees to make available all pertinent data and records for review when necessary for the provision of treatment services.

ATTACHMENT B – FEE SCHEDULE

07/01/2018

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64

	BASIC	ENHANCED	TOTAL
 CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING			
	212.11	22.00	234.11
	212.11	43.00	255.11
	212.11	55.00	267.11
	212.11	108.00	320.11

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON		22.00	22.00
		33.00	33.00
		35.00	35.00
		55.00	55.00

			81.00	81.00
			108.00	108.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
MODESTO			22.00	22.00
			38.00	38.00
			55.00	55.00
			81.00	81.00
			108.00	108.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
FREMONT GTC	NON MEDI CAL	****	128.00	
	NEURO-BEHAV		128.00	128.00
	CONVERSION(REQUIRES PRIV ROOM)			278.00
CRESTWOOD MANOR FREMONT			22.00	22.00
		0.00	30.00	30.00
		0.00	55.00	55.00
			87.00	87.00
			128.00	128.00

**** Medi-Cal Published Rate

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	LEVEL 1		274.00
MHRC	LEVEL 2		227.00
SAN JOSE	LEVEL 1		283.00

	LEVEL 2	271.00
VALLEJO	LEVEL 1	335.00
	LEVEL 2	285.00
	LEVEL 3	253.00
	LEVEL 4	237.00
ANGWIN	LEVEL 1	325.00
	LEVEL 2	259.00
BAKERSFIELD	LEVEL 1	274.00
	LEVEL 2	609.00
	MIST	300.00
EUREKA		286.00
SAN DIEGO	LEVEL 1	412.00
	LEVEL 2	354.00
	LEVEL 3	295.00
	BED HOLD	287.00
CHULA VISTA		
	LEVEL 1	412.00
	LEVEL 2	354.00
	LEVEL 3	295.00
	BED HOLD	287.00
KINGSBURG	LEVEL 1	428.00
	LEVEL 2	375.00
	LEVEL 3	322.00
	BED HOLD	268.00
SAN FRANCISCO		
	LEVEL 1	528.00
	LEVEL 2	466.00
	LEVEL 3	450.00
	LEVEL 3- A	431.00
	BED HOLD	287.00

FALLBROOK

LEVEL 1	420.00
LEVEL 2	360.00
LEVEL 3	300.00
BED HOLD	287.00

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	842.00
SAN JOSE	989.00
INDIGENT	1,089.00
SOLANO	914.00
KERN	1,014.00
AMERICAN RIVER	835.00

COMMUNITY CARE CENTERS

EUREKA		
	PATHWAY	181.00
OUR HOUSE		126.00
BRIDGE(KERN)		191.00

AMERICAN RIVER RESIDENTIAL	126.00
PLEASANT HILL BRIDGE	126.00
PLEASANT HILL PATHWAYS	185.00
FRESNO	191.00
VALLEJO RCFE	131.00

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	22.00	22.00
	55.00	55.00
	SPECIAL	
MODESTO	0	0.00
	22.00	22.00
	55.00	55.00
	SPECIAL	
REDDING GTC	0	0.00
	22.00	22.00
	55.00	55.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	22.00	22.00
	30.00	30.00
	55.00	55.00

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, dba: American River Behavioral Health Center, a California corporation (the "Contractor"), certifies as follows:

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

Federal I.D. No. or Social Security No: 68-0399495

Printed Name: George C. Lytal Date 6/5/2018

Title: President

Signature: 

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: February 25, 2020

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG01078-ORR

Recommendation:

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

4/5 vote required:

No

Distribution Instructions:

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

ATTACHMENTS

- [AG01078.Agree.Notarized.Orr.pdf](#)
- [AG01078.APN Map.Orr.pdf](#)
- [AG01078.Plot Map.Orr.pdf](#)
- [AG01078.Resolution.Orr.docx](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 008-150-025-000
Site Address: 14920 Muller Road-Plymouth
Agricultural Building Permit Exemption No.:AG01078

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of February 25, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and James M. Orr and Debbie J. Orr, Trustees of the James and Debbie Orr Family 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 Record of Survey of Parcels A and B of 24/M/54 for Mother Lode Land Co., filed for Record July 15, 1975 in Book 25 of Maps and Plats, Page 77, Records of Amador County.

Together with a Non-Exclusive Easement for access and utility purposes 50 feet in width running from Willow Creek County Road No. 287 to Parcel A as shown and delineated on the hereinabove described Record of Survey.

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: JAMES AND DEBBIE ORR FAMILY TRUST

BY: _____
Patrick Crew
Chairperson, Board of Supervisors

BY: 
James M. Orr, Trustee

BY: 
Debbie J. Orr, Trustee

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

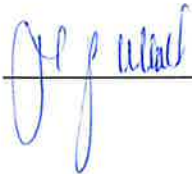
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

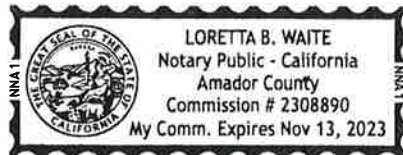
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)ss.
County of Amador)

On FEBRUARY 7, 2020 before me LORETTA B. WAITE, Notary Public, personally appeared JAMES M. ORR AND DEBBIE J. ORR, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies) and that by their signatures on the instrument the persons or the entity upon behalf of which the person acted, executed the instrument.

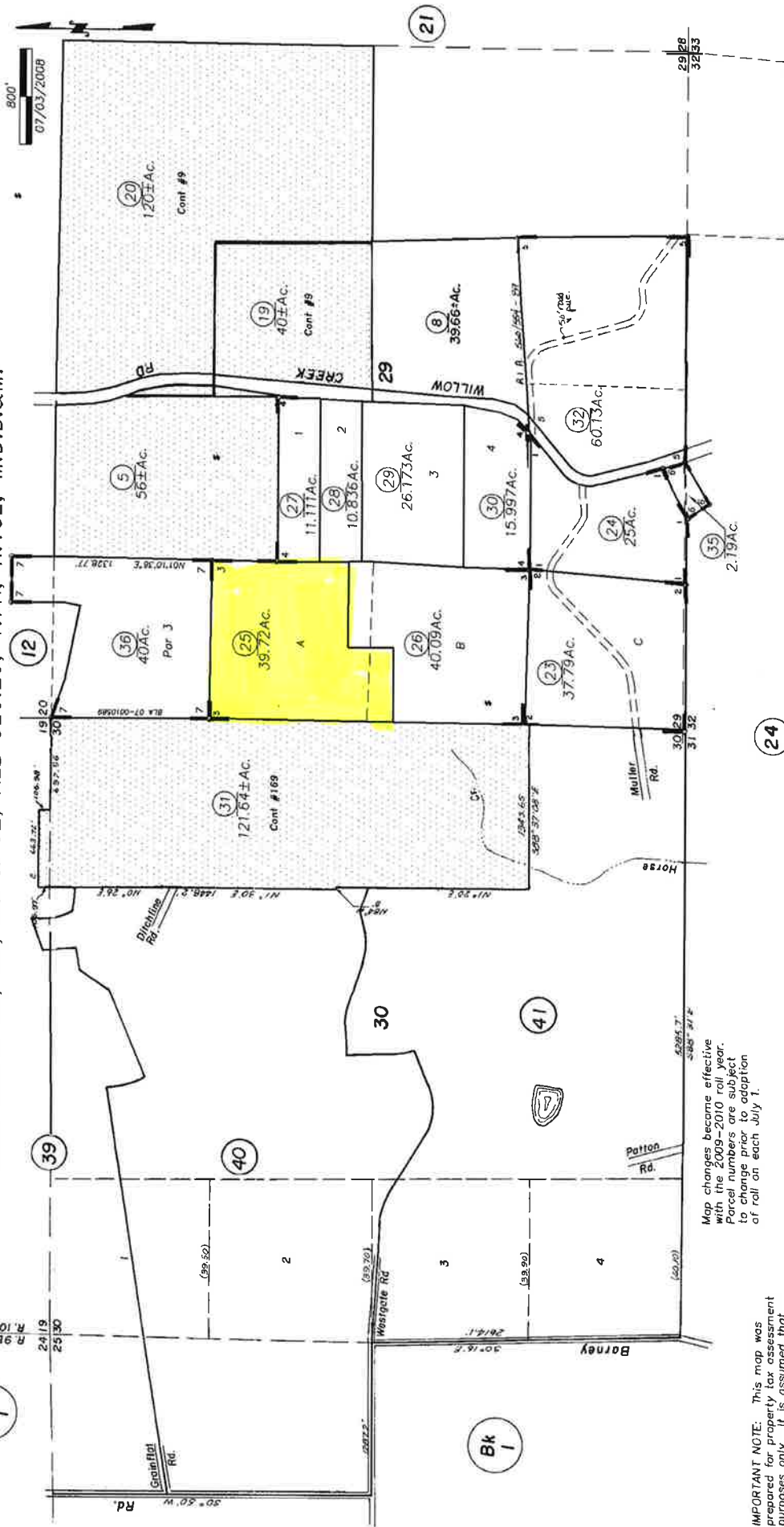
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



POR. SEC. 25, T.7N., R.9E., M.D.B. & M.
 POR. SEC'S 19, 20, 30 & 32, ALL SEC.29, T.7N, R.10E, M.D.B.&M.

8-15



R.M. Bk. 9, Pg. 100
 R.M. Bk. 17, Pg. 1
 R.M. Bk. 17, Pg. 2
 1-R.M. Bk. 20, Pg. 31

R.M. Bk. 25, Pg. 21
 2-R.M. Bk. 25, Pg. 54
 3-R.M. Bk. 25, Pg. 77
 4-R.M. Bk. 25, Pg. 88

5-R.M. Bk. 43, Pg. 46 (2/28/89)
 6 R.M. Bk. 59, Pg. 14 (8/10/2006)
 7-R.M. Bk. 60, Pg. 44 (1/29/2008)

Map changes became effective with the 2009-2010 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. 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 herein.

Assessor's Map Bk. 8 , Pg. 15
 County of Amador, Calif.

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

A601078

ORR
008-150-025

ORR AG shed permit, EXEMPTION Permit

RECEIVED

FEB 07 2020

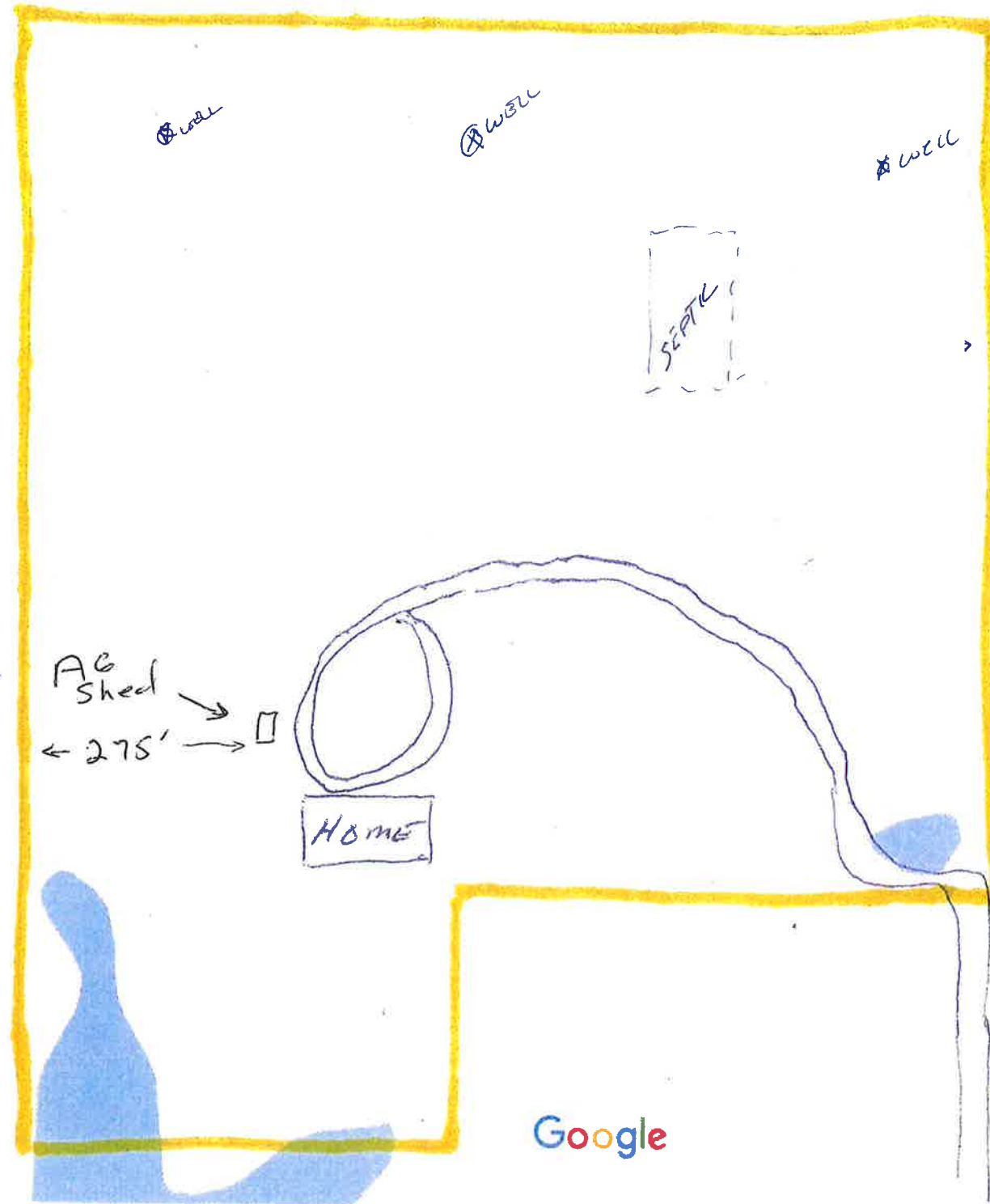
AMADOR COUNTY
BUILDING DEPT.

APPROVED

OFFICE COPY

PRE-FAB WOOD
KIT SHED
10X16
(160sq ft)
12'
HEIGHT

AG 01078



Ard Aven Winery

008-150-025

14920 Muller Rd
Plymouth, CA 95669

Map data ©2019 200 ft

BUILDING PLAN IN CONFORMANCE
WITH ZONE DISTRICT OR PROPOSED
Krista Ruesch 157
approved
008-150-025.2.7.2020

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 – JAMES AND DEBBIE ORR FAMILY TRUST)
)

WHEREAS James M. Orr and Debbie J. Orr, Trustees of the James and Debbie Orr Family 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 #AG01078 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their February 25, 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 #AG01078 by and between the County of Amador and James M. Orr and Debbie J. Orr, Trustees of the James and Debbie Orr Family Trust, on the terms and conditions contained therein as it relates to Building Permit #AG01078.

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 25th Day of February, 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: Human Resources

Meeting Date: February 25, 2020

SUBJECT

Human Resources: Approval of new lactation policy

Recommendation:

Please approve new County policy concerning the provision of lactation locations to bring us into compliance with new State law changes and requirements.

4/5 vote required:

No

Distribution Instructions:

Human Resources

ATTACHMENTS

- [Lactation Policy.docx](#)
- [Memo-lactation policy.pdf](#)

COUNTY OF AMADOR		Number
POLICIES & PROCEDURES MANUAL		2-XXX
SECTION: HUMAN RESOURCES	LACTATION ACCOMODATION	
ISSUE DATE: 01/01/2020	POLICY	
PAGE NO: 1 of 2		

PURPOSE

The purpose of this policy is to establish guidelines to promote a work environment that supports employees who are breastfeeding.

APPLICABILITY

This policy is applicable to all employees who request a lactation accommodation.

EMPLOYER RESPONSIBILITIES

Communication

- A copy of this policy will be disseminated to every newly hired employee and to any employee who inquires about or requests pregnancy or parental leave
- The policy shall be included in the employee handbook
- The County must respond to an employee’s request for lactation accommodation within two (2) days

Time for Expressing Breast Milk

- The employee’s break time shall, if possible run concurrently with any break time already provided, to express milk
- If the break time does not run concurrently, with the break time authorized for the employee, or when additional time is necessary, the break time may be unpaid

Lactation Space

The County will provide an employee with the use of a room or other location that whenever possible has the ability to lock for the employee to express milk in private. A sign will be provided for all designated lactation rooms that is discreet in nature as not to bring attention to the employee expressing milk. The room or lactation may include the space where the employee normally works if otherwise meets the requirements. The lactation room or location shall not be a bathroom and shall be in close proximity to the employee’s work area.

The lactation space must:

- Be safe, clean and free of hazardous materials
- Contain a surface to place a breast pump and personal items
- Contain a place to sit
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
- Have access s to a sink with running water and a refrigerator suitable for storing milk in a close proximity to the employee’s workspace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler

COUNTY OF AMADOR		Number
POLICIES & PROCEDURES MANUAL		2-XXX
SECTION: HUMAN RESOURCES	LACTATION ACCOMODATION	
ISSUE DATE: 01/01/2020	POLICY	
PAGE NO: 2 of 2		

- If employees worksite is a multitenant building my comply by providing a shared space to provide a lactation location
- Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes
- At any of our multiemployer worksites we shall provide lactation accommodations or provide a safe and secure location for a subcontractor employer to provide lactation accommodations on the worksite, within two business days, upon written request of any subcontractor employer with an employee that requests an accommodation

PROCESS FOR MAKING REQUESTS

Employees must submit in writing a request to their supervisor with a copy to Human Resources requesting the lactation accommodation. The supervisor and Human Resources will respond in writing to the employee’s request within two (2) business days.

COMPLAINT PROCEDURE

Employee has the right to file a complaint with the Labor Commission for any violation of a right under this chapter.

RESPONSIBLE DEPARTMENTS

Human Resources
County Counsel

REFERENCES

SB-142

HUMAN RESOURCES DEPARTMENT

Judy Dias, Director

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

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



TO: Board of Supervisors

February 18, 2020

FROM: Judy Dias, Human Resources Director

A handwritten signature in blue ink, appearing to be "JD", is written over the "FROM:" line.

SUBJECT: Agenda Item: February 25, 2020 meeting

This is to request that the Board consider for their February 25, 2020 Agenda the adoption of a new County policy concerning the provision of lactation locations. This draft policy has been reviewed with County Counsel, other County staff, and discussed with SEIU Local 1021; having such a policy would place the County in compliance with recent State law changes and requirements.

A copy of the draft policy is attached for the Board's consideration.

Cc: Chuck Iley

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 25, 2020

SUBJECT

Human Resources: Side Letter Uniform Stipend for Probation and Sheriff's office SEIU employees

Recommendation:

Approve the side letter with SEIU local 1021 for Probation and Sheriff's office employees to receive a uniform stipend of \$40/month after one year of employment.

4/5 vote required:

No

Distribution Instructions:

Human Resources, Sheriff's office - Redman, Probation - Bonini; Auditor-Controller

ATTACHMENTS

- [Memo-Side letter SO SEIU Uniform allowance.pdf](#)
- [Side Letter.pdf](#)

HUMAN RESOURCES DEPARTMENT

Judy Dias, Director

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

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TO: Board of Supervisors

February 18, 2020

FROM: Judy Dias, Human Resources Director

SUBJECT: Agenda Item: February 25, 2020 meeting

This is to request that the Board consider for their February 25, 2020 Agenda the adoption of a side letter with SEIU Local 1021 concerning the employees represented by SEIU in the Probation and Sheriff's Offices (draft attached).

As a commitment from the 2019-20 contract extension process, the County and SEIU agreed to meet within 60 days to discuss the clothing requirements for employees in those offices. Resulting discussions involving both offices and Human Resources resulted in a commitment to a side letter which will pay, after one year of employment, a \$40/month ongoing stipend for care, maintenance, and replacement of required work attire. The attached side letter reflects the commitments from the parties. The Sheriff's Department purchases the required clothing for new employees; the Probation Office will reimburse the employees up to the amount of \$300 for only the initial outlay of purchased attire.

Cc: Chuck Iley

DRAFT

Effective March 1, 2020, employees represented by SEIU in the Sheriffs and Probation offices will receive a monthly stipend of \$40 per month beginning after one year of employment, for care and maintenance and replacement of required work attire. In the Sheriff's Office, required clothing is purchased by the Department when employment begins; in the Probation Office, new employees will be reimbursed up to \$300.00 upon providing receipts for the purchase of specifically required clothing. Specifics of attire are separately stated by each Office.

<i>Demo-Malk</i>	<i>2/18/2020</i>
SEIU Local 1021	Date

Amador County

Date

Chadson

2/18/2020

Perkins

2/18/20

Tresha Lam

2/18/2020

Ry

2-18-2020

Christian Zuck

2/18/2020

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 25, 2020

SUBJECT

Human Resources: Reclassification of current Behavioral Health Care Supervisor (A/D) to Behavioral Health Care Manager-Community Services

Recommendation:

Approve the reclassification of the current Behavioral Health Care Supervisor (A/D) to Behavioral Health Care Manager-Community Services

4/5 vote required:

No

Distribution Instructions:

Human Resources, Behavioral Health - Cranfill

ATTACHMENTS

- [Memo-Reclass BHC Supervisor A-D.pdf](#)
- [Behavioral Health Care Program Manager - Community Services JD.pdf](#)

HUMAN RESOURCES DEPARTMENT

Judy Dias, Director

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

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810 Court Street, Jackson, CA 95642
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TO: Board of Supervisors

February 18, 2020

FROM: Judy Dias, Human Resources Director

SUBJECT: Agenda Item: February 25, 2020 meeting

This is to request that the Board consider for their February 25, 2020 Agenda the reclassification of the current Behavioral Health Care Supervisor (A. Hixon) to the classification of Behavioral Health Care Program Manager—Community Services. This matter has been reviewed with and discussed with SEIU Local 1021; the reclassification is requested to be effective retroactive to February 1, 2020.

The duties of the position have significantly grown in the past year, achieving Drug Medi-Cal status for the Substance Abuse Disorder program. She has also added the Problem Gambling program and staff person to her department. The expanded duties of the assignment, reviewed by the Human Resources Department, are consistent with the Program Manager classification.

A copy of the existing job specification with slight modifications is attached.

Cc: Chuck Iley

BHC PROGRAM MANAGER-COMMUNITY SERVICES

DEFINITION

Under direction, serves as a Program Manager, performing administrative and supervisory duties in relation to the planning, implementation, and oversight of the Substance Use Disorder program for the County of Amador. This includes, but is not limited to program development, community outreach, RFA-RFP development, program implementation, program monitoring and evaluation, and program service coordination. The incumbent is a member and works collaboratively with the Behavioral Health Department's management/supervisory team.

DISTINGUISHING CHARACTERISTICS

This is the first line program manager in the Behavioral Health Department management class series. Responsibilities for the class differ from Behavioral Health Care Supervisor in that the incumbent is required to provide administrative, fiscal monitoring and supervisory services to a distinct program within the Behavioral Health Department; to assist the Director of Behavioral Health in planning, developing, and managing Substance Use Disorder programs; and, responsible for timely and accurate reporting to funding sources.

REPORTS TO

Director of Behavioral Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Care Counselor I and II, Rehabilitation Specialist and Problem Gambling Counselor (also known as Behavioral Health Care Counselor I/II)

EXAMPLES OF DUTIES

- Keeps Director fully updated and informed of all critical issues related to the program/s.
- Directs, manages and supervises the activities of assigned staff including hiring, orientating and training, handling disciplinary action, and conducting performance evaluations.
- Provides matrix supervision for program staff working in other sections and services of the Behavioral Health Department, including Mental Health Services, Department committees, quality management, program evaluation, and performance management.
- Assists in budget preparation and administration of the program.
- Develops policies and procedures for the program and ensures compliance through regular monitoring and reports.
- Coordinates the planning and development of RFP's, including Bidders' Conferences, Evaluation Panels, applicant selection, and award recommendations to the Director.

- Seeks additional funding resources, prepares and plans grant applications.
- Tracks, collects data and prepares various reports of effectiveness and efficiency of Substance Use Disorder and Prevention programs for children, families, youth, transitional age youth, adults and older adults.
- Collaborates with the Quality Assurance section to insure performance and outcome based practice; and, evaluates operations and recommends improvements and modifications.
- Facilitates and / or attends a variety of internal and external meetings including departmental, advisory board and related meetings; prepares presentation material for meetings; disseminates information to department staff, stakeholder, and community organizations.
- Develops and promotes Substance Use Disorder/Prevention education in the community, utilizing various modalities.
- Other duties as assigned by the Director.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment and in meetings in the community; some out of town travel required; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Program development principles, including the design and implementation of Substance Use Disorder treatment.
- Fluent in principles, procedures, issues, and trends in Substance Use Disorder prevention, treatment, stabilization, and recovery.
- Community organizations' activities, other county departments' functions, and other resources pertinent to the operation of the program.
- Application of quality assurance and program evaluation.
- Grant writing, reporting, data collection and grant administration for Substance Use Disorder programs.
- Legislative and administrative rules and regulations pertaining to Substance Use Disorder.

- Principles and methods of administrative supervision, staff development, and training.

Ability to:

- Effectively represent Amador County Behavioral Health Department services with public and community organizations.
- Assist in budget preparation and administration.
- Design and implement program evaluation strategies to account for outcomes.
- Interpret, apply, and explain Federal and State laws, rules, and regulations governing Substance Use Disorder programs and services.
- Effectively communicate verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Deal tactfully, respectfully, and courteously with the public and other County staff.
- Make public speaking presentations before groups and organizations.
- Develop new programs and outreach in collaboration with partner agencies, focusing on integration of services, in a culturally and linguistically competent manner, including the underserved and un-served throughout Amador County.
- Maintain the confidentiality of administrative, personnel, and clinical information.
- Effectively counsel staff in the performance of their duties.

MINIMUM QUALIFICATIONS

Any combination of education and experience that prepares the candidate for the job requirements.

Education:

Must be currently Substance Use Disorder Certified with qualifying DHCS entity (CCAPP, CADTP, CAADE). Master's degree in Human Services related field such as MSW/LCSW or MFT / LMFT preferred.

Experience:

An applicant will have a preferred five years of administration experience; and, successful past performance in developing and monitoring programs or three years as a Behavioral Health Care Supervisor.

Special Requirement:

Possession of a valid California Driver's license as issued by the California Department of Motor Vehicles.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 25, 2020

SUBJECT

Human Resources: Side letter for Crisis Services Counselor to receive a 5% differential upon Licensure.

Recommendation:

Approve the side letter with SEIU local 1021 for a 5% differential for the position of Crisis Services Counselor upon attaining a State Board of Behavioral Sciences License related to the field.

4/5 vote required:

No

Distribution Instructions:

Human Resources, Behavioral Health - Cranfill; Auditor-Controller

ATTACHMENTS

- [Memo-Crisis Counselor differential.pdf](#)
- [Side Letter Crisis Counselor differential.pdf](#)

HUMAN RESOURCES DEPARTMENT

Judy Dias, Director

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

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TO: Board of Supervisors

A handwritten signature in blue ink, appearing to be "Judy Dias", is written over the "TO:" line.

February 18, 2020

FROM: Judy Dias, Human Resources Director

SUBJECT: Agenda Item: February 25, 2020 meeting

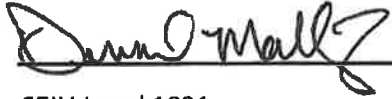
This is to request that the Board consider for their February 25, 2020 Agenda the adoption of a side letter with SEIU Local 1021 concerning the Crisis Services Counselor in Behavioral Health. The tentative agreement is that an incumbent of this class would receive a five per cent (5%) differential upon attaining a State Board of Behavioral Sciences license related to the field.

Currently there is a single level of Crisis Services Counselor, which does not require the professional licensure. By establishing a differential for an incumbent who attains licensure, this compensates the individual. With the licensure, the billing rate also increases for services reimbursement to the County provided by that individual. The Department and SEIU Local 1021 are in agreement concerning this arrangement. A copy of the side letter with the SEIU advance signature, is attached for the Board's consideration.

Cc: Chuck Iley

DRAFT

Effective December 1, 2019, an incumbent in the Crisis Services Counselor classification in Behavioral Health will receive a monthly stipend of five percent (5%) upon attainment and providing a copy of a license issued by the California State Board of Behavioral Science Examiners (BBSE) as either a Marriage Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Caseworker (LPCC), or the Board of Clinical Psychologists.



1/24/2020

SEIU Local 1021

Date

Amador County

Date

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Reappointment of Ms. Amy Hixon to the Juvenile justice Commission for a Four (4) Year term.

Recommendation:

Approve the Reappointment

4/5 vote required:

No

Distribution Instructions:

Appointee, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 25, 2020

SUBJECT

Accept the Resignation of Keith Desvoignes from the Planning Commission and Accept the Appointment of John Gonsalves to replace him as Planning Commissioner of District 1

Recommendation:

Accept the Resignation & New Appointment

4/5 vote required:

No

Distribution Instructions:

Appointee, File

ATTACHMENTS

-