

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

**ANY INDIVIDUALS WHO WISH TO ATTEND THIS MEETING IN PERSON**  
**WILL BE REQUIRED TO WEAR A FACE SHIELD OR MASK TO ENTER THE**  
**BUILDING AND THROUGHOUT THE DURATION OF THEIR ATTENDANCE**  
**AT THE MEETING.**

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. **\*\*PLEASE NOTE, DUE TO COVID-19 SIGNING IN AT THE PODIUM HAS BEEN DISCONTINUED AT THIS TIME. PLEASE STATE YOUR NAME CLEARLY FOR THE RECORD.\*\***

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.

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE AMADOR COUNTY BOARD OF SUPERVISORS WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 810 COURT STREET, WE **STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME** BY CALLING IN USING THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

**REGULAR MEETING AGENDA**

**DATE:** Tuesday, March 09, 2021  
**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.a. COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins  
PROPERTY: APN 044-010-116-000 (.5 +/- Acres) Portion of Airport Property  
NEGOTIATING PARTIES: FAA  
UNDER NEGOTIATION: Terms and Conditions to Consider Non-Aeronautical use for 20 years.  
Suggested Action: Discussion and possible action

**2. CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6.

- 2.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Lisa Gaebe, Human Resources Director  
Employee Organization: All Units  
Suggested Action: Discussion and possible action.

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

- 3.a. Conference with Legal Counsel: Existing Litigation [Government code 54956.9(d)(1)]  
In re Conservatorship of Nancy Hatch  
Amador County Superior Court Case No. 05-PR-0590  
Suggested Action: Discussion and possible action.

**4. CONFIDENTIAL MINUTES:**

- 4.a. Confidential Minutes: Review and possible approval of the February 23, 2021 Confidential Minutes.  
Suggested Action: Approval

**REGULAR SESSION \*\*9:00 A.M.\*\***

**PLEDGE OF ALLEGIANCE:**

**PUBLIC MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee

for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

**APPROVAL OF AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

**APPROVAL OF ITEMS ON THE CONSENT AGENDA:** Items listed on the consent agenda (#8) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

## **5. REGULAR AGENDA:**

- 5.a. Update by the Amador County Health Officer, Dr. Rita Kerr on the COVID-19 situation in Amador County.  
Suggested Action: Direction to staff as desired, if any.
- 5.b. Discussion and possible action relative to the appointment of a Sheriff to replace the Sheriff Martin Ryan, who will retire effective April 3, 2021  
Suggested Action: Pleasure of the Board.  
[Sheriff Martin Ryan retirement letter](#)  
[Gary Redman Resume and Bio.pdf](#)  
[Ryan Gillaspie Resume and Cover Letter.pdf](#)
- 5.c. Discussion and possible action relative to a request from staff relative to Whole Person Care funding from the State. Staff is recommending that the County accept the funding from the state and proceed with the RFP process for to secure a contractor to perform the work.  
Suggested Action: Approve request as presented  
[BOS Memo 02.17.21 for 03.09.21 Regular Agenda.docx](#)
- 5.d. Discussion and possible action relative to an update by the CAO and the Budget Director on the status of the current year budget and predictions going forward into 2021/2022. Further discussion about the budget schedule going forward.  
Suggested Action: Direction to staff as desired.
- 5.e. Request from the City of Jackson for funding to assist in the City's outreach program to the homeless  
Suggested Action: Direction to staff as desired.
- 5.f. Building Department: Discussion and possible action relative to an amendment to the Building Department Fee Schedule to include a \$40.00 technology fee to be collected with each permit to maintain and upgrade software for the Building and Planning Departments.  
Suggested Action: Pleasure of the Board  
[Bldg Fee Sched\\_Memo.pdf](#)  
[Tech Fee Increase Reso \(2-22-21\) \(1\).doc](#)
- 5.g. General Services Administration: Discussion regarding Community Development Block Grant Coronavirus (CDBG-CV) Funding and Program Income Activity Considerations.  
Suggested Action: Discussion and possible action regarding funding requests for CDBG-CV funding and Program Income funds. 1) Ascertain the activities the Board identifies for

CDBG-CV funding allocations and; 2) Authorize staff to complete the draft subrecipient(s) agreement(s) and complete all forms necessary for the application and; 3) Approve the attached resolution.

[Memo CDBG-CV Funding 02.24.21.pdf](#)

[Resolution CDBG Cares Act Funding 01.28.21.pdf](#)

[Proof of Publication for Citizens Participation Meeting.pdf](#)

[Exhibit A - CDBG Application Questions Part 1.pdf](#)

[Exhibit B - CDBG Disposition of Personal Property 2.22.21.pdf](#)

[Exhibit C Draft Interfaith Food Bank Subrecipient Agreement 02.25.21.pdf](#)

[ATCAA Funding Request & Email Declining Request 3.3.21.pdf](#)

[College Connect Funding Request & Email Declining Request 3.3.21.pdf](#)

[Food Bank Funding Request with Budget 3.3.21.pdf](#)

- 5.h. Minutes: Review and possible approval of the February 23, 2021 Regular Meeting Minutes and March 2, 2021 Special Meeting Minutes.

Suggested Action: Approval.

[March 2, 2021 DRAFT Special Meeting Minutes \(Autosaved\).docx](#)

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

- 6.a. Public Hearing regarding approval of the Amador County Comprehensive Economic Development Strategy 2021-2025

Suggested Action: Approval of the final Comprehensive Economic Development Strategy for Amador County 2021-2025 including the Resolution and; 2) Authorize staff to submit the CEDS and all other required documentation to EDA.

[CEDS Public Hearing Memo 3.2.21.pdf](#)

[Amador County 2021-2025 CEDS Final 3.2.21.pdf](#)

[Amador County 2021-2025 CEDS Appendix Final 3.1.21.pdf](#)

[Update to Board Questions Responses and Changes 3.2.21.pdf](#)

[Email Comment Received from James Hough on Draft CEDS.pdf](#)

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

- 7.a. Commission on Aging: Re-appointment Julia Mathis for terms of three years to expire on March 8, 2024, appointment of Michelle Tyer to fill the seat as alternate, replacing Nicole Tucker, and Caleb Heuser to fill the seat as primary, replacing Michelle Tyer, for terms of three years both in which are set to expire on March 8, 2024.

Suggested Action: Approve re-appointment and appointments.

[Mathis, Julia Commission on Aging Application.pdf](#)

[Michelle Tyer - Commission on Aging Application.pdf](#)

[Caleb Heuser - Commission of Aging Application.pdf](#)

- 7.b. Side Letter Agreement between the County of Amador and the Amador County Deputy District Attorneys Association and

Suggested Action: Adopt the Side Letter and Resolution

[ACDDA Side Contract Extending Contract 20-21.docx](#)

[Memo ACDDAA Side Letter MOU.doc](#)

[Resolution ACDDAA for Side Letter MOU.doc](#)

- 7.c. Side Letter Agreement between the County of Amador and the Probation Officers Association  
Suggested Action: Adopt Resolution and Side Letter  
[POA Side Letter Extending Contract 20-21.pdf](#)  
[Resolution POA for Side Letter MOU.doc](#)  
[Memo POA Side Letter MOU.doc](#)
- 7.d. Building Department: Agreement to Limit Use of Agricultural Structures for AG210214, AG210215 & AG210216 - LINDBERG  
Suggested Action: Adopt the Resolution and authorize the Chair to sign the "Agreement to Limit Uses of Agricultural Structures"  
[AG210214.15.16.Lindberg.Agree.Notarized.pdf](#)  
[AG210214.15.16.Lindberg.Plot Plan.pdf](#)  
[AG210214.15.16.Lindberg.Resolution.02.11.2021.docx](#)
- 7.e. Law Library Committee: Re-appointments of Laura Einstadter, John Allen, Gail S. Smyth and Michael T. McEnroe for the term January 1, 2021 through December 31, 2021; appointment of Kori Terapak for the term of January 1, 2021 through December 31, 2021 and the resignation of Andrea Sexton as of December 31, 2020.  
Suggested Action: Approve re-appointments, appointment and resignation.  
[Law Library Committee.pdf](#)
- 7.f. Amador Resource Conservation District Committee: Appointment of Emily Taylor to serve the term from March 9, 2021 through November 8, 2024.  
Suggested Action: Approve the appointment.  
[Board of Supes Recc of EmilyT.doc](#)
- 7.g. Building Department: Agreement to limit use of Agricultural Structure for AG210259 - SOWELL  
Suggested Action: Adopt the Resolution and authorize the Chair to sign the "Agreement to Limit Uses of Agricultural Structure"  
[AG210259.Sowell.Agree.Notarized.02.22.2021.pdf](#)  
[AG210259.Sowell.Plot Plan.02.22.2021.pdf](#)  
[AG210259.Sowell.Resolution.02.22.2021.docx](#)
- 7.h. Building Department: Agreement to Limit Use of Agricultural Structure for AG210218 - MCDEVITT  
Suggested Action: Adopt the Resolution and authorize the Chair to sign the "Agreement to Limit Uses of Agricultural Structure"  
[AG210218.McDevitt.Agree.Notarized.pdf](#)  
[AG210218.McDevitt.APN Map.pdf](#)  
[AG210218.McDevitt.Plot Plan.pdf](#)  
[AG210218.McDevitt.Resolution.docx](#)
- 7.i. Public Health - Request to approve epidemiology subcontract with Public Knowledge LLC.  
Suggested Action: Approve agreement as presented  
[Epidemiology Contract Memo.doc](#)  
[Epi Subcontract.docx](#)  
[Public Knowledge LLC Executed Exemption 12.14.20 \(1\).pdf](#)
- 7.j. Approval of MOU for reimbursement from UC IPM for providing trapping for an invasive pest of trees.

Suggested Action: Authorization for the Board chair to sign attached agreement with UC IPM for work performed to surety for the Invasive Shot Hole Borer.

[signed MOU memo.pdf](#)

[ANR REIMBURSEMENT AGREEMENT 2.17.2021 AMADOR.docx](#)

7.k. Sheriff's Office Association Agreement

Suggested Action: Please adopt the resolution for the Sheriff's Office Association Agreement and authorize the Chairman to sign.

[Res - SOA.doc](#)

[Amador\\_SOA\\_MOU\\_2020-2021\\_Draft\\_v1\\_All Accepted.docx](#)

[Memo SOA MOU.doc](#)

7.l. 20-27 – 2020/2021 Road Repair Project at Camanche Road Contract Closure

Suggested Action: Approve proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 2;

Adopt resolution accepting the 2020/2021 Road Repair Project at Camanche Road as complete;

Authorize Chairman to sign Agreement and Release of Claims.

[2021-03-09\\_20-27\\_Contract Closeout.pdf](#)

[20-27 Resolution of Acceptance.doc](#)

[CCO 02 Signed.pdf](#)

[Revised Estimate Verification\\_Camanche Road Project\\_pp1.pdf](#)

[Retention Invoice and Release.pdf](#)

7.m. Adoption of a Resolution approving the Tax Transfer relative to the White Annexation to the City of Jackson (Project #330); and Adoption of a Resolution initiating annexation and approving the tax transfer relative to the reorganization of unincorporated parcels and portions of parcels surrounded by the City of Jackson (Project #331); and approval of an Agreement for Annexation to the City of Jackson for said Projects.

Suggested Action: Approval

[RES 21-041 LAFCO Project 331 Tax Transfer.doc](#)

[RES 21-036 LAFCO Project 330.doc](#)

[030921 Draft Annexation tax agreement\\_Projects 330 and 331.docx](#)

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: March 9, 2021

## **SUBJECT**

COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins

PROPERTY: APN 044-010-116-000 (.5 +/- Acres) Portion of Airport Property

NEGOTIATING PARTIES: FAA

UNDER NEGOTIATION: Terms and Conditions to Consider Non-Aeronautical use for 20 years.

## **Recommendation:**

Discussion and possible action

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

No

## **Distribution Instructions:**

Jon Hopkins

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Lisa Gaebe, Human Resources Director

Employee Organization: All Units

## **Recommendation:**

Discussion and possible action.

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

No

## **Distribution Instructions:**

N/A

## ATTACHMENTS

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Conference with Legal Counsel: Existing Litigation [Government code 54956.9(d)(1)]

In re Conservatorship of Nancy Hatch

Amador County Superior Court Case No. 05-PR-0590

## **Recommendation:**

Discussion and possible action.

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

No

## **Distribution Instructions:**

County Counsel

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Confidential Minutes: Review and possible approval of the February 23, 2021 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: March 9, 2021

## **SUBJECT**

Update by the Amador County Health Officer, Dr. Rita Kerr on the COVID-19 situation in Amador County.

## **Recommendation:**

Direction to staff as desired, if any.

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

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: March 9, 2021

## **SUBJECT**

Discussion and possible action relative to the appointment of a Sheriff to replace the Sheriff Martin Ryan, who will retire effective April 3, 2021

## **Recommendation:**

Pleasure of the Board.

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

No

## **Distribution Instructions:**

Clerk, Sheriff's Office, Clerk-Recorder

## **ATTACHMENTS**

- [Sheriff Martin Ryan retirement letter](#)
- [Gary Redman Resume and Bio.pdf](#)
- [Ryan Gillaspie Resume and Cover Letter.pdf](#)

**OFFICE OF THE  
SHERIFF-CORONER**

700 COURT STREET • JACKSON, CA 95642-2130



**MARTIN A. RYAN  
SHERIFF-CORONER**

(209) 223-6515 • FAX (209) 223-1609

February 16, 2021

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

RE: Pending Retirement as Amador County Sheriff-Coroner

Dear Chairman Crew,

It is with mixed emotions that I am notifying you of my intention to retire as the 25<sup>th</sup> Sheriff of Amador County effective April 3, 2021.

I have served in the law enforcement profession for the last 46 years beginning with the Amador County District Attorney's Office as the Chief Investigator then on to the California department of Justice, and for the last 15 years as Sheriff-Coroner of this great county.

Along this journey I have had many opportunities to work with phenomenal men and women of law enforcement at all levels, local, state and federal. I have learned much from all of them and they helped shape who I am as a person and law enforcement leader. I will be forever grateful.

These last 15 years have been a dream come true. To have the opportunity to return home to my family and friends and contribute to the safety and well-being of this community brought my career full circle.

I also have had the opportunity to make new friends since returning. This community has been incredibly supportive of me and the professional men and women of the Amador County Sheriff's Office which has been very humbling.

I have had the honor of following in the footsteps of my grandfather, George Lucot, who served this county for 40 years as the elected Sheriff, and to be a fourth generation law enforcement officer here thanks to the voters of Amador County.

As Sheriff I have also had the honor of working with the outstanding men and women of the Sheriff's Office, both past and present. I have learned much as a result. They represent the very best of what this profession has to offer.

I also thank this Board, my fellow elected officials, and my law enforcement and first responder partners for their support of me and this office.

My last request is for the Board to support the appointment of Undersheriff Gary Redman as the next Sheriff of Amador County. He brings 20 plus years of service to this agency and has an extensive resume and command level experience. This Office has an \$18 million dollar budget, 115 employees, and extensive liability exposure due to the nature of our work. This is a position that requires such experience and I have complete confidence in Undersheriff Redman's ability to carry on the established traditions of this office and the position of Sheriff. He has my total support.

Sincerely,

  
MARTIN A. RYAN  
Sheriff-Coroner

MAR/es

Cc: Gary Redman, Undersheriff  
Chuck Iley, CAO, Amador County ✓  
Brian Oneto, Supervisor, Amador County  
Richard Forster, Supervisor, Amador County  
Frank Axe, Supervisor, Amador County  
Jeff Brown, Supervisor, Amador County

# GARY W. REDMAN

Email: [gredman@amadorgov.org](mailto:gredman@amadorgov.org)

Phone: (209) 223-6542

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## **OBJECTIVE**

The start of my law enforcement career began in 1988 when I joined the United States Air Force as a member of the Security Forces Police. My initial military experience proves my self-discipline, mental toughness, motivation, weapons training, and ethics. Since then I have dedicated my career to serve and protect the communities in which I live and work with honor and pride.

## **EXPERIENCE**

### **1998-PRESENT**

#### **UNDERSHERIFF, AMADOR COUNTY SHERIFF'S OFFICE**

**JACKSON, CA**

- Ensure all aspects of day-to-day operations meet the highest expectations of the community.
- Manage overall budget of approximately \$17.1 million dollars (FY 2019/2020, 2020/2021)
- Serves as a liaison with community and government entities.
- Directly oversees the operations of the Amador County Combined Narcotics Task Force.
- Serves as the Human Resources Director for the agency working in concert with County HR Director.
- Serves as Public Information Officer/ Media Relations.

### **2015-2018**

#### **OPERATIONS CAPTAIN, AMADOR COUNTY SHERIFF'S OFFICE**

**JACKSON, CA**

- Responsible for day-to-day operations and strategic planning of the Operations Division, to include Patrol, Coroner, Investigations and Dispatch.
- Managed budget in excess of \$7.4 million.
- Responsible for management of internal and external investigations and Dispatch.
- Served as interim Chief of Police for the City of Sutter Creek, California.

### **2012-2015**

#### **CORRECTIONS CAPTAIN, AMADOR COUNTY SHERIFF'S OFFICE**

**JACKSON, CA**

- Managed jail and court holding facility with budget in excess of \$3.8 million.
- Designated alternate CCP liaison for Sheriff's Office.
- Instrumental in implementation of programs to ensure compliance with BSCC and STC regulations and requirements under AB109.
- Managed agency and county response and planning under AB900 and S863 jail expansion project.
- Command development and implementation of comprehensive jail policy and procedure manual to ensure compliance with state regulations.
- Command external medical contracts, programs and services with a variety of community stakeholders, including Mental Health and Behavioral Health.
- Managed numerous RFP contracts.

**2010-2012****LIEUTENANT, AMADOR COUNTY SHERIFF'S OFFICE****JACKSON, CA**

- Responsible for day-to-day operations and management of patrol operations.
- Managed external contracts, including contracts with state agencies and contracted law enforcement services for the cities of Plymouth, California and Amador City, California.

**2001-2010****SERGEANT, AMADOR COUNTY SHERIFF'S OFFICE****JACKSON, CA**

- **Administrative Sergeant** (2006-2010) Responsible for numerous training programs within department. Developed policy to ensure that the department was in compliance with case law. Responsible for recruiting, backgrounds, testing and hiring of new employees.
- **Patrol Sergeant** (2001-2006) Responsible for supervision of patrol officer's daily operations. SWAT Team Leader, Canine Coordinator, Rangemaster, Honor Guard Team Leader.

**1998-2001****DEPUTY, AMADOR COUNTY SHERIFF'S OFFICE****JACKSON, CA**

- Performed routine patrol duties, including but not limited to assigned jurisdiction, responding to emergency calls and public calls for assistance.

**1996-1998****PATROL OFFICER, LOS ANGELES POLICE DEPARTMENT****LOS ANGELES, CA**

- Performed routine patrol duties, including but not limited to assigned jurisdiction, responding to emergency calls and public calls for assistance.

**EDUCATION AND TRAINING****2015****ICI: Institute of Criminal Investigation, Completion of Course****ROSEVILLE, CA****2006****Federal Bureau of Investigation, FBI National Academy Graduate, Class 224****QUANTICO, VA****2005****Sherman Block Supervisory Leadership Academy, Academy Graduate****SAN FRANCISCO, CA****1996****Los Angeles Police Academy, Academy Graduate****LOS ANGELES, CA****1996-PRESENT****Peace Officer Standards and Training****Basic, Intermediate, Advanced, Supervisory and Management Certificates****1986-PRESENT****Various Courses at Community College Level****60 Semester Units, Including coursework in management and leadership**

Undersheriff Gary Redman was born and raised in Southern California. He enlisted in the United States Air Force in 1988 and served our country for four years. Gary was stationed in Germany for two years and was assigned to the U.S. Forces Police in Germany prior to being Honorably Discharged.

In 1996 Gary joined the Los Angeles Police Department where he was assigned to the South East Division and Central Traffic where he performed all patrol functions for that agency.

Gary was hired as a Deputy Sheriff for the Amador County Sheriff's Office in 1998. Deputy Redman was selected for several additional collateral duties as a Patrol Deputy which included Field Training Officer (responsible for training and evaluating new deputies), SWAT team member and Marine Deputy.

In 2001 Gary was promoted to Sergeant and was responsible for supervising patrol personnel, the Sheriff's K9 Program, and the Community Assistance Program (CAP) where he advised members of the community on Sheriff's Office operations and community safety issues.

In 2008 Sergeant Redman was assigned as the Administrative Sergeant overseeing training and equipment acquisition for the Sheriff's Office and the Civil Bureau. He also served as the Sheriff's Office liaison to several community groups such as Operation Care, the Domestic Violence Counsel, the Child Abuse Counsel, the Isolated Seniors Program and others.

Additionally, Sergeant Redman was selected as the Team Leader for the Sheriff's Office SWAT team. In this role, he was responsible for the overall training and certification of SWAT team members, conducting threat assessments, dignitary protection, tactical planning and the execution of high risk search and arrest operations. Sergeant Redman established close working relationships with SWAT team leaders throughout the

state, including the California Department of Justice, FBI, ATF and DEA. Under direction of the Sheriff, Sergeant Redman established, participated in, and led the newly created Sheriff's Office Honor Guard Program for several years which honors fallen peace officers and veterans at memorial events.

In 2010 Gary was promoted to Lieutenant and assigned to the Patrol Bureau where he directly supervised the day to day operations of all patrol staff and the scheduling of shift assignments. He conducted and supervised Internal Affairs investigations and oversaw critical incidents.

In 2012 Gary was promoted to Captain and was assigned to lead the Corrections Division and Court Security Bureau overseeing the day to day operations of the jail and court security. Gary was responsible for the inmate population security, training of staff, the inmate welfare program, and Jail and Court Security budgets.

In 2014 Captain Redman was assigned as the Operations Captain overseeing the Patrol, Investigations and Communications Bureaus. He provided direct supervision over all high profile investigations, personnel investigations, and the budgets of each bureau under his command.

In September of 2015 the devastating Butte Fire began. Captain Redman was the first law enforcement officer of the scene along with Cal Fire. He was assigned to the Cal Fire Command Center where he served as the Law Enforcement Incident Commander. In this capacity, Captain Redman was the liaison between fire resources and all law enforcement responders. His position required that he be deeply involved with planning, logistics, evacuations, road closures, re-population and the security of the evacuated areas in Amador County.

In 2016, Captain Redman was recommended by the Sheriff, and selected by the City of Sutter Creek, to serve as their Interim Chief

of Police for six months while the city searched for a permanent Chief. At the conclusion of this assignment, He provided the City with a detailed assessment of the Police Department's operational and staffing needs given their budget and his recommendations were implemented.

In 2018, Gary was selected by the Sheriff as the Amador County Undersheriff. As the Sheriff's Office Second in Command, He is responsible for ensuring that all aspects of the day to day operations of the Sheriff's Office meet the high expectations of this community and the impartial application of the law. He is also directly involved with managing the Sheriff's Office overall annual budget of approximately \$19.5 million dollars, which is divided among 9 different budgets. Undersheriff Redman serves as the Sheriff's liaison with community and governmental entities by establishing critical relationships with our contract cities, and our county, state, and federal community and law enforcement partners.

Undersheriff Redman directly oversees the operations of the multi-agency Amador County Combined Narcotics Task Force as part of his responsibilities. In the absence of the Sheriff, he oversees the Sheriff's Office and its daily operations to ensure a continuing high quality of service to the residents of Amador County.

Undersheriff Redman holds the Basic, Intermediate, Advanced, Supervisory and Management certificates issued by the California Peace Officer Standards and Training Commission and is a graduate of the Sherman Block Supervisory Leadership Institute and the Federal Bureau of Investigation's National Academy, class #224, held in Quantico Virginia.

Gary has been married to his wife, Kris (also an Air Force Veteran) for 30 years. They have two adult daughters one in the Air Force and the other in the airline industry.

Gary is a member of the Italian Benevolent Society, Sutter Creek Native Sons and American Legion Post #108.

Ryan Gillaspie  
26380 Sugar Pine Drive  
Pioneer Ca, 95666

March 3, 2021

The Honorable Jeff Brown, District 3 Supervisor  
County of Amador County  
810 Court Street  
Jackson Ca, 95642

Re: Appointment of Amador County Sheriff

Dear Mr. Brown:

It is my understanding from the recent news of Sheriff Ryan retiring, effective April 3, 2021, the board must appoint a sheriff (Gov. § 25304). It has been common knowledge in the Sheriff's Office for at least five years, Sheriff Ryan intended to retire in the midst of his final term so he could essentially appoint his own successor. He would do this to provide the person of his choice with incumbent status in the next election. This would give his chosen successor a distinct advantage over other candidates in the next general election. It has been widely reported Sheriff Ryan recently approached you and other Board members asking you to appoint Undersheriff Redman solely on his recommendation. As my representative on the Board of Supervisors, I would hope that you find this concerning.

My intent to run for Amador County Sheriff is no secret to the Board. Nor is it a secret to the citizens of Amador County. I was prepared to run in 2018 before Sheriff Ryan changed course and decided to seek another term. I respectfully stepped aside believing my time to fairly compete for this position would come, and because it is a difficult task to prevail over a seated incumbent.

I learned several citizens addressed the topic of a Sheriff's appointment at the February 23, 2021 Board meeting. These citizens expressed concern and disdain over what appears to be an attempt to circumvent the democratic process. I agree with the citizens that there should be a fair and open process to appoint Sheriff Ryan's successor.

This is not the first time the Amador County Board of Supervisors has faced the need to appoint a Sheriff. In 1995, Amador County Sheriff Ken Blake died while in office. The Board appointed Undersheriff Mike Prizmich. In contrast to the current situation, this took place due to unforeseen circumstances - the type of circumstance the process outlined in the Government Code was intended to address. That is very different from a parting gift to a loyal supporter prior to any election cycle.

I am reminded of events that occurred when Sheriff Kuntz of Calaveras County died in office in 2015. The Calaveras Board of Supervisors faced opposition when considering how to fairly

facilitate an appointment. If you recall, they decided to accept letters of interest from prospective candidates, solicited public input, held lengthy public hearings and then voted on the appointment. Their process resulted in a fair appointment that was accepted and respected by residents of the County, and Sheriff's Office personnel alike.

I am a viable candidate for the appointment to the position of Amador County Sheriff and I am officially expressing my interest to the Board for consideration. I am well qualified for this position and meet all requirements for appointment or election to the office of Sheriff as outlined in California Government Code § 24004.3. My commitment to Amador County and its citizens is unquestionable. My education and experience qualifications are exceptional. I have served at the Amador County Sheriff's Office for nearly twenty-one years in a multitude of capacities. I am a college graduate with a Bachelor of Science in Criminal Justice Management. I was voted Amador County Peace Officer of the Year in 2016. This honored my service to Amador County not only as a Peace Officer, but also a resident committed to my community. I manage a successful non-profit corporation (Wood Angels) that serves a multitude of citizens in Amador County. I also served honorably as an elected member of the Plymouth City Council. For additional details of my qualifications, please refer to my attached resumé.

I have a strong commitment to serving this County as Sheriff. I will be running in the 2022 election for Sheriff. I am deeply dedicated to Amador County, its people, and the men and women of the Sheriff's Office. I have lived in Amador County for decades and understand the needs of Amador County residents. I also have carefully considered and planned strategies to create efficiencies in the operation of the Sheriff's Office that will reduce operational costs allowing for savings to be used to increase compensation for personnel. These strategies will assist the Board in solving the current issue with recruitment and retention of deputies. I look forward to sharing information with you on those strategies at a later date.

Amador County is my home, and I care deeply for its people. Amador County deserves a fair and honest appointment process. I strongly urge the Board to make its appointment for Sheriff from all interested candidates through a fair and proper vetting process. The Board must rely on public input and careful consideration of qualifications and commitment to the citizens of Amador County. I believe that, given a fair process, I can both compete and prevail.

Sincerely,



Ryan Gillaspie

Enclosure: Professional resumé.

## **Ryan M. Gillaspie**

26380 Sugar Pine Drive · Pioneer, CA 95666  
209.304.3642 · lawmangillaspie@gmail.com

### **MANAGEMENT – LEADERSHIP – COMMITMENT TO COMMUNITY**

**Law enforcement professional** with 21 years of progressively responsible experience in directing and leading law enforcement employees and providing dedicated service to the citizens of Amador County. **Manager** with 9 years of experience overseeing personnel, equipment, finances and operations. **Leader** experienced in organizing, directing, and motivating a diverse workforce. **Skillful communicator** with excellent interpersonal, oral and written presentation skills. **Community leader** with long-term roots in Amador County and a history of service as a citizen and resident.

Management · Supervision · Community Relations · Budgeting · Planning & Operations Management  
Leadership · Criminal Investigation · Project Management · Strategic Vision · Problem Solving  
Training · Public Speaking · Relationship Building · Streamlining Organizational Procedures  
New Process Implementation · Cost Avoidance · Continuous Process Improvement

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### **EDUCATION / TRAINING**

#### **Bachelor's Degree**

Bachelor of Science, Criminal Justice Management  
Union Institute and University  
Sacramento, California 2018  
Relevant College Coursework:

- Criminal Justice Management and Administration
- Applied Ethics in Criminal Justice Management
- Police Accountability and the Criminal Justice Manager
- Contemporary Issues in Criminal Justice Management
- Managing Mental Health Interagency Task Forces
- Criminal Justice Management Information Systems
- Management of Fatal Officer Involved Shootings
- Research and Analysis Techniques for Criminal Justice Managers
- Fiscal Management for Criminal Justice Organizations

#### **Sherman Block Supervisory Leadership Institute**

California Commission on Peace Officer Standards and Training  
Sacramento, California 2021 (Expected)

#### **Robert Presley Institute of Criminal Investigation**

California Commission on Peace Officer Standards and Training  
Sacramento, California 2010

#### **Napa Valley College Police Academy**

Regular Basic Course  
California Commission on Peace Officer Standards and Training  
Napa, California 2000

#### **Miscellaneous Job-Specific Training**

POST Supervision Course • ICI Investigations Core • Traffic Collision Investigation • Canine Team Evaluator  
Responding to Weapons of Mass Destruction • Drug Influence Investigation • Domestic Violence Response  
Interview and Interrogation • Custodial and Courtroom Security • Bailiff and Court Security • Boating Enforcement  
Field Training Officer • Search and Rescue • Critical Incident Management

## PROFESSIONAL EXPERIENCE

### Amador County Sheriff's Office · 2000 – Present

- **Sergeant · 2013-Present:** Supervises and directs a patrol team that responds to various calls for service and oversees the prevention and detection of crime during patrol shifts in Amador County. Responsible for the direct supervision of deputies and management of their activities. Duties include supporting, mentoring, directing, evaluation of performance, developing and instituting performance improvement plans and measures, and instituting proper progressive discipline in accordance with State Law and County Policy.
- **Search and Rescue Coordinator · 2010-Current:** Manage a unit of the Amador County Sheriff's Office including supervising, directing, and training thirty uniformed volunteer department members and four sworn assistant coordinators. Coordinate large-scale and small-scale Search and Rescue missions, maintain and purchase necessary equipment under the guidelines of State Law and County Purchasing Directives, interface regularly with other in-county and out-of-county search and rescue and support providers including CalFire, AFPD, CHP, State OES, and neighboring Sheriff's search and rescue units. Successfully located many lost individuals and reunited them with their families.
- **Detective · 2010-2013:** Assigned investigations of major crimes including homicide, child sexual assault, adult sexual assault, and child abuse. Acquired extensive experience in crime scene and evidence processing, interview and interrogation, highly technical investigations of evidence held by electronic communication service providers, drafting and obtaining search warrants, and obtaining warrants of arrest.
- **Corporal / Field Training Officer · 2002-2010:** Trained, mentored, and evaluated new deputy sheriffs in patrol operations. Performed daily performance evaluations, one-on-one training, and mentoring with the goal of graduating fully-functioning deputies able to successfully work patrol independently.
- **Deputy Sheriff / K9 Handler · 2000-2007:** Hired as a deputy sheriff in 2000 with an initial assignment to patrol, handling calls for service, criminal investigations, and the prevention and detection of crime. Served in the special assignment as the Contract Cities Liaison Deputy, acting as the Sheriff's "chief of police" for the contract cities of Plymouth, California and Amador City, California. Assigned the additional duty of being a narcotics K-9 handler in 2002, working vehicle drug interdiction, assisting in parole and probation searches, and assisting SWAT and investigative units county-wide with warrant searches. Served as a Superior Court Bailiff from 2004-2007, providing courtroom security, inmate detention and transportation, and executive protection for judicial officers. In addition to regular assignments, participated in many collateral assignments including boat and jet ski patrol, snowmobile patrol, ATV patrol, swiftwater rescue, and Upcountry Community Oriented Problem Solving and Policing Deputy.
- **Peer support Coordinator:** Founded peer support program for the Amador County Sheriff's Office. Provide Sheriff's Office employees the opportunity to receive emotional and tangible support through times of personal or professional crisis and help anticipate and address potential difficulties. Conduct critical incident debriefings.
- **Chaplain Coordinator:** Founded Chaplain Program for Amador County Sheriff's Office in 2018. Manage volunteer chaplains who respond to counsel, assist and support victims and others touched by critical incidents and crises, including death notifications, suicide, homicides, hostage situations, kidnapping and other traumatic events.
- **Background Investigator:** Conducts pre-employment background investigations for deputy candidates by interviewing employers, co-workers, neighbors, law enforcement officials, military personnel, members of the candidate's family, and personal references. Analyzes reports from various sources to determine suitability for employment. Compiles an investigative file and background report in compliance with POST regulations.

### City of Plymouth · 2002 – 2005

#### Elected City Councilman

Elected to the Plymouth City Council in 2002. Gathered invaluable experience in municipal budgeting, purchasing, contracts, litigation, and personnel management. Also gained a working knowledge of laws relating to ethics, government transparency (Brown Act and Public Records Act), fair contacting requirements, common law bias, and due process. Was honored to be elected and to serve.

### Amador County Deputy Sheriff's Association · 2005 – 2013

#### President

Elected president of the Amador County Deputy Sheriff's Association, the labor organization representing a majority of the sworn personnel employed by the Amador County Sheriff's Office. Acquired extensive experience in labor negotiations, employee discipline, the California Peace Officers Bill of Rights, The Meyers-Milias-Brown Act, NLRB decisions (Weingarten, etc.), and other federal, state, and local employment procedures, rules, and statutes.

## PROFESSIONAL EXPERIENCE (CONTINUED)

### **Wood Angels · 2007 – Present**

#### **Non-Profit Corporation Founder and President**

Led the successful effort of transitioning Wood Angels, an ad hoc group that provided firewood to those in need, into a 501(c)3 nonprofit corporation providing free firewood to seniors, veterans, low-income residents, and disabled residents of Amador County that are in need and are struggling to stay warm in the winter. Gained valuable knowledge of management, budgeting, fundraising, legal filings, developing organizational procedures, relationship building, cost and liability avoidance, and leadership.

## NOTABLE VOLUNTEER EXPERIENCE

- *Native Sons Jackson*
- *Jackson Rotary*
- *Amador County Historical Society*
- *Wood Angels*

## PERSONAL AWARDS AND ACCOMPLISHMENTS

- *POST Basic, Intermediate, Advanced, and Supervisory Certificates*
- *First Responder of the Year Award, 2004*
- *Actions Above the Call of Duty Award, 2004*
- *Amador County Peace Officer of the Year, 2016*
- *Board of Supervisors Resolution Recognizing Service to Amador County, 2016*
- *Eagle Scout*

## REFERENCES

*Excellent professional references available upon request.*

# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: March 9, 2021

## **SUBJECT**

Discussion and possible action relative to a request from staff relative to Whole Person Care funding from the State. Staff is recommending that the County accept the funding from the state and proceed with the RFP process for to secure a contractor to perform the work.

## **Recommendation:**

Approve request as presented

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

No

## **Distribution Instructions:**

Emma Brettle

## **ATTACHMENTS**

- [BOS Memo 02.17.21 for 03.09.21 Regular Agenda.docx](#)



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## DEPARTMENT OF SOCIAL SERVICES

10877 Conductor Blvd. Sutter Creek, CA 95685 209-223-6550

Date: February 17, 2021

To: Amador County Board of Supervisors

From: Melissa Cranfill, Director of Behavioral Health  
Anne Watts, Director of Social Services

Re: Whole Person Care

California's Whole Person Care (WPC) pilot program coordinates health, behavioral health, and social services in a patient-centered manner with the goal of improved beneficiary health and well-being while possibly reducing costs. WPC is a large scale, collaborative project targeting high-risk, high utilizing Medi-Cal beneficiaries and encouraging the coordination of services between the County, cities, Medi-Cal Managed Care Plans, providers, community organizations, and hospitals to treat the whole person. The Department of Health Care Services is providing one-time funds to initiate a Whole Person Care program to those counties not currently in a WPC pilot.

On January 14, 2020, the Amador County Board of Supervisors approved accepting funding from the State Department of Health Care Services in the amount of \$431,035.49 to be expended within five years to implement Whole Person Care in Amador County. However, on November 10, 2020, we brought to the Board of Supervisors a request, which was approved, to return the WPC funds to the state. This decision was made for a variety of reasons, including the significant delay in program implementation and the impact the pandemic was having on our departments and would have on the proposed project.

Upon informing the Department of Health Care Services of the decision not to pursue the project and to return the funds, we were contacted by representatives from that Department who encouraged us to reconsider. They informed us that we could modify the project to one that is manageable to us at this time and submit a new letter of intent.

We are requesting your approval to accept Whole Person Care funds and to pursue a project we feel is in line with the state's vision and supports efforts underway in our community to meet the growing need to help those experiencing homelessness or at risk of becoming homeless. With your agreement, we would like to develop a request for proposals (RFP) in order to contract with a community partner. The funds would need to be expended by June 30, 2025.

The RFP would seek a contractor who will provide a program serving those within Amador County who are experiencing homelessness or who are at risk of homelessness, including individuals who will experience homelessness upon release from institutions (such as the hospital, acute care facility, skilled nursing facility, rehabilitation facility, county jail, state prison, etc.).

The project can do either or both of the following:

1. The contractor will purchase and manage housing units for this population in order to increase the number of available units in the community. (The contractor would be the purchaser of the property and would be responsible for the management of the property, not the County.)
2. The contractor will provide mobile outreach services to unsheltered homeless individuals in the community to assess needs and to link these individuals to community resources in order to work toward the transition to permanent shelter.

Both projects would be required to include housing case management involving collaboration with health care and service providers from different county departments, community-based organizations, and health systems to proactively coordinate care for each participant.

The contractor may choose to target Medi-Cal and Medi-Cal eligible beneficiaries with mental health or substance use disorders, those who are high risk pregnant mothers, those with two or more chronic conditions, and/or those who are high-risk, high utilizing Medi-Cal beneficiaries. High utilizers are those who frequently access urgent and emergency services across multiple systems.

If the decision is made to not accept this funding and, therefore, to not pursue this contract, services focusing on the needs of those experiencing homelessness in the community would remain as they currently are. As you are aware, there are on-going efforts in the county to address the need to assist this growing population. However, the lack of adequate funding often challenges those efforts.

RECOMMENDATION:

Amador County Behavioral Health and Amador County Department of Social Services recommend that the County accept the Whole Person Care funds and implement a program designed to increase the housing and supportive services available in the community for those experiencing homelessness or at risk homelessness.

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: March 9, 2021

## **SUBJECT**

Discussion and possible action relative to an update by the CAO and the Budget Director on the status of the current year budget and predictions going forward into 2021/2022. Further discussion about the budget schedule going forward.

## **Recommendation:**

Direction to staff as desired.

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

No

## **Distribution Instructions:**

Clerk, Auditor

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: March 9, 2021

## **SUBJECT**

Request from the City of Jackson for funding to assist in the City's outreach program to the homeless

## **Recommendation:**

Direction to staff as desired.

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

Yes

## **Distribution Instructions:**

Clerk, Auditor

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: March 9, 2021

## **SUBJECT**

Building Department: Discussion and possible action relative to an amendment to the Building Department Fee Schedule to include a \$40.00 technology fee to be collected with each permit to maintain and upgrade software for the Building and Planning Departments.

## **Recommendation:**

Pleasure of the Board

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

No

## **Distribution Instructions:**

Building Department

## **ATTACHMENTS**

- [Bldg Fee Sched\\_Memo.pdf](#)
- [Tech Fee Increase Reso \(2-22-21\) \(1\).doc](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT  
AGENCY  
**BUILDING DEPARTMENT**

PHONE: (209) 223-6422  
FAX: (209) 223-6637  
WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)  
EMAIL: [building@amadorgov.org](mailto:building@amadorgov.org)

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

## MEMORANDUM

**TO:** Board of Supervisors  
**FROM:** Todd Barr, Chief Building Official  
**DATE:** February 18, 2021  
**SUBJECT:** Building Department Fee Schedule Update

### Recommendation

Approve an amendment to the Building Department Fee Schedule to include a \$40.00 dollar technology fee to be collected with each permit to maintain and upgrade software for the Building and Planning Departments.

### Background/Analysis

On December 15, 2020 The Building Department implemented new software updating the old technology that was on the edge of collapse and had not been supported for approximately 10 years. The new software has allowed us and our customers to implement a contactless permitting process, reserved the ability to also submit with paper plans and applications for those that prefer, and will allow building permit records to be stored electronically eventually eliminating hard copy storage. We have made a significant investment of both time and money in the new technology and as we go forward there will be annual maintenance fees and upgrades to software that will be necessary. To protect our investment I am recommending the collection of a Technology Fee of \$40.00 with each permit submittal to be deposited in a designated fund to be used specifically for software annual fees, upgrades and related upgraded hardware to keep the system functioning properly and efficiently.

To arrive at this fee I estimated the average number of permits issued annually and divided the current maintenance fee of the software by the number of permits issued. In this scenario the amount collected would be slightly higher than the maintenance fee so that future upgrades could be purchased. It is not the intention that a large amount of money be built up in this fund but that our operating system be revenue neutral.

A survey of surrounding areas found one jurisdiction assesses a fee of 3% of the total permit fees and several replies are pending. In other jurisdictions the technology maintenance was included in the current permit fees. In a comparison with four surrounding counties (El Dorado, Calaveras, Sacramento, Tuolumne) the assessment of an additional \$40.00 fee on each permit would still keep the fee amounts in Amador County in the middle of the range of development fees of all four counties.

The last two years the Building Department has been comparing fees with surrounding Counties and bringing suggestions forward to the Board of Supervisors concerning needed adjustments. I recommend that the \$40.00 fee be assessed at this time and be reevaluated in approximately six months during the planned annual fee revue and make adjustments as needed at that time.

The Building Department has been moving forward with the goal of being revenue neutral. Construction activity is cyclical and the Technology Fee will help stabilize the availability of funds to maintain our investment.



Todd Barr,  
Chief Building Official

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF AMADOR, STATE OF CALIFORNIA

RESOLUTION ADOPTING REVISED )  
BUILDING DEPARTMENT FEE ) RESOLUTION NO. 21-  
SCHEDULE )

WHEREAS, on December 15, 2020, the Building and Planning Department upgraded its permitting software to allow a contactless permitting process and to facilitate digital storage of permitting documents; and

WHEREAS, the Building Department estimates the addition of a \$40.00 Technology Fee will pay for the maintenance and update costs associated with the new permitting software without resulting in additional revenues (*i.e.*, a revenue neutral fee); and

WHEREAS, the Board of Supervisors desires to revise the previously adopted fee schedule; and

WHEREAS, the Amador County Municipal Code, section 2.56.050 (Fee collection and payment) states:

“The building department, for such duties, services and inspections as it performs, shall collect and receive and pay into the treasury of the county for deposit in the general fund, or as otherwise required, all fees as prescribed by such laws, codes and regulations that it is to enforce, or such fees as are fixed and determined by the board. The board may fix and determine by resolution or minute order the amount of all such fees for the services and/or inspections to be performed by the building department in all instances in which it is legally possible for the board to make such determination. Such fees so fixed and determined shall supersede all other fees otherwise fixed and determined.”

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that a Technology Fee of \$40 be added to all building permit applications.

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The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_ 2021, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF AMADOR, STATE OF CALIFORNIA

RESOLUTION ADOPTING REVISED )  
BUILDING DEPARTMENT FEE ) RESOLUTION NO. 21-  
SCHEDULE )

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WHEREAS, the Building Department estimates the addition of a \$40.00 Technology Fee will pay for the maintenance and update costs associated with the new permitting software without resulting in additional revenues (*i.e.*, a revenue neutral fee); and

WHEREAS, the Board of Supervisors desires to revise the previously adopted fee schedule; and

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“The building department, for such duties, services and inspections as it performs, shall collect and receive and pay into the treasury of the county for deposit in the general fund, or as otherwise required, all fees as prescribed by such laws, codes and regulations that it is to enforce, or such fees as are fixed and determined by the board. The board may fix and determine by resolution or minute order the amount of all such fees for the services and/or inspections to be performed by the building department in all instances in which it is legally possible for the board to make such determination. Such fees so fixed and determined shall supersede all other fees otherwise fixed and determined.”

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AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: March 9, 2021

## **SUBJECT**

General Services Administration: Discussion regarding Community Development Block Grant Coronavirus (CDBG-CV) Funding and Program Income Activity Considerations.

## **Recommendation:**

Discussion and possible action regarding funding requests for CDBG-CV funding and Program Income funds. 1) Ascertain the activities the Board identifies for CDBG-CV funding allocations and; 2) Authorize staff to complete the draft subrecipient(s) agreement(s) and complete all forms necessary for the application and; 3) Approve the attached resolution.

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

No

## **Distribution Instructions:**

Jon Hopkins; Board Approval copy to Auditor

## **ATTACHMENTS**

- [Memo CDBG-CV Funding 02.24.21.pdf](#)
- [Resolution CDBG Cares Act Funding 01.28.21.pdf](#)
- [Proof of Publication for Citizens Participation Meeting.pdf](#)
- [Exhibit A - CDBG Application Questions Part 1.pdf](#)
- [Exhibit B - CDBG Disposition of Personal Property 2.22.21.pdf](#)
- [Exhibit C Draft Interfaith Food Bank Subrecipient Agreement 02.25.21.pdf](#)
- [ATCAA Funding Request & Email Declining Request 3.3.21.pdf](#)
- [College Connect Funding Request & Email Declining Request 3.3.21.pdf](#)
- [Food Bank Funding Request with Budget 3.3.21.pdf](#)

# GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

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

**DATE:** March 1, 2021

**SUBJECT:** Community Development Block Grant Coronavirus (CDBG-CV) Funding and Program Income Activity Considerations

**Background:** The California Department of Housing and Community Development (HCD) has announced Coronavirus Aid, Relief and Economic Security (CARES) Notice of Funding Availability (NOFA) for local jurisdictions through a Community Development Block Grant (CDBG). Jurisdictions must apply for CDBG-CV funding; however, funding is by allocation rather than by competitive award. Allowable activities for CDBG-CV funds include public services, public facility improvements, public facility acquisition and economic development with the caveat that each activity applied for has a direct nexus to COVID-19 and that there will be no duplication of benefits with CDBG-CV funds.

The total allocation available to Amador County, which includes CV1, CV2 and CV3 allocations, is \$506,954.00. Additionally, the County has \$77,558.22 in program income, from a previous CDBG grant program, that must be utilized or returned. The combined total of CDBG-CV funds and program income available is \$584,512.22.

**Subject or Key Issue:** CDBG-CV Allocation and Program Income Funding Considerations

**Analysis: Funding Request:** On February 11, 2021, a Citizen's Participation Public Meeting was held, per the CDBG-CV NOFA requirements, to consider activities for the allocation available to Amador County. During the public meeting three (3) activities were presented from Amador Tuolumne Community Action Agency (ATCAA), Amador College Connect (ACC) and the Interfaith Food Bank (IFB). All three (3) funding requests are attached including a list of attendees. In general, the three (3) funding requests included: 1) \$150k for Mortgage Payment Assistance and; 2) \$100k for College Scholarships and \$40k for College Enrollment Recruitment and; 3) \$510K for Food Bank vehicles, I.T. upgrades, staff, and food. All funding is first provided by either the Recipient (County) or Subrecipient (Third Party) for each respective activity and then is reimbursed by HCD. In essence, cost must be incurred first in order for reimbursement to be triggered.

Per CDBG staff, some activities, such as construction projects and economic development programs, are more complex and require significant staff time or a consultant to manage any program and associated reporting requirements; *HCD does not recommend entering into complex programs with subrecipients that have not administered programs like this in the past.* In response, staff reached out to (6) consultants qualified by CDBG and found all unavailable due to their current workload. One qualified consultant, Terry Cox with Cox Consulting, has worked with the County for the past 38 years and strongly recommended focusing on one (1) application without getting involved with a complex ongoing program that requires development. Therefore, staff to manage the proposed activity is a consideration in the analysis.

**Eligible Activities ATCAA:** The funding request from ATCAA for Mortgage Payment Assistance is eligible and requires ATCAA to demonstrate how the program will meet the National Objectives and how each applicant has been effective due to COVID. This activity provides up to 3 three months assistance only. Applicants must also meet the low to moderate income levels which cannot exceed 80% of the average income level within the County as defined by HCD. Development of program guidelines, process for intakes, demonstrating how personal information would be kept secure, ensuring payments go directly to the mortgage

company, imposing and managing metrics and measurements and going through an audit are just some of the administrative functions required.

After reviewing their available resources and acquiring a better understanding of the requirements for these funds, ATCAA respectfully withdrew their request.

**Eligible Activities ACC:** The \$40k requested for College Enrollment Recruitment does not qualify for these funds. College Connect also requested \$100K for scholarships to support future education for those interested in social services or mental health careers assuming a need due to COVID related factors. HCD does not have an outline for scholarship activities, which meant College Connect would need to develop a program from scratch to be proposed. Program development alone is a challenge in a limited timeframe and without experienced resources to administer the program the likelihood of a successful application being approved was uncertain. Couple this with HCD having difficulty drawing a COVID nexus to this request, stating “the COVID nexus is nebulous,” added to the uncertainty. Other unique elements like identifying what occurs when a student fails or drops out or; providing data to support employment training and how that would close employment sector gaps in areas of social services or mental health are difficult to define or measure.

After reviewing their available resources and acquiring a better understanding of the requirements for these funds, College Connect decided to withdraw their request.

**Eligible Activities IFB:** The funding request from IFB for vehicles, software, food and staff are eligible and straightforward requiring fewer administrative functions. However, due to their request being heavy with commodities and equipment, they are subject to Federal disposition requirements which involves years of tracking and record keeping.

**Summary:** While all requests have various needs, some activities require substantial oversight and program metrics and measurements. In reviewing these activities with HCD, HCD clearly identified Mortgage Payment Assistance and Scholarship activities as having the greatest need for program administration and strongly recommended those activities, if approved, be managed by an experience consultant.

Before applications are considered, they must be complete and submitted to HCD by the May 7, 2021 deadline. A complete application includes all fully executed requested forms and documentation including any subrecipient agreements. All complete and timely applications that are determined eligible for CDBG funding must meet national program objectives and have a COVID nexus under federal regulations.

**Financial Responsibility:** It is staff’s recommendation that any subrecipient assume full financial responsibility for any disallowance and indemnify and hold harmless the county. Attached for review is a draft subrecipient agreement

**Alternatives:** Return funds to HCD.      **Fiscal or Staffing Impacts:** Unknown      **4/5ths vote:** N/A

**Recommendation(s):** Discussion and possible action regarding funding requests for CDBG-CV funding and Program Income funds. 1) Ascertain the activities the Board identifies for CDBG-CV funding allocations and; 2) Authorize staff to complete the draft subrecipient(s) agreement(s) and complete all forms necessary for the application and; 3) Approve the attached resolution.

cc:      Chuck Iley, CAO  
file

**Attachments:** Resolution  
Proof of Publication and Citizen’s Participation Public Meeting Attendance sheet  
Exhibit A - CDBG Application and its Parts  
Exhibit B - CDBG Disposition of Personal Property  
Exhibit C – CDBG Sample Subrecipient Agreement  
Funding Request from ATCAA & email declining request  
Funding Request from ACC & email declining request  
Funding Request from IFB including Budget

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

RESOLUTION APPROVING AN APPLICATION FOR )  
FUNDING AND THE EXECUTUION OF A GRANT ) RESOLUTION NO. 21-XXX  
AGREEMENT AND ANY AMENDMENTS THERETO )  
FROM THE 2020 COMMUNITY DEVELOPMENT )  
BLOCK GRANT PROGRAM – CORONAVIRUS )  
RESPONSE ROUND 2 AND 3 (CDBG-CV2 AND CV3) )  
NOFA DATED DECEMBER 18, 2020 )

BE IT RESOLVED by the Board of Supervisors of the County of Amador as follows:

SECTION 1:

The Amador County Board of Supervisors has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$506,954.00 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

Activities and amounts	
Public Service - Food Bank, Not to Exceed	\$ 506,954.00

SECTION 2:

The County of Amador hereby approves the use of Program Income in an amount not to exceed \$ 77,558.22 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The County of Amador acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County of Amador hereby authorizes and directs the Chief Administrative Officer, or designee, to execute and deliver all applications and act on the Amador County’s behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Chief Administrative Officer, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Chief Administrative Officer, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the

County of Amador at a regular meeting thereof, held on the 23rd day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
Patrick Crew, Chairman, Board of Supervisors

STATE OF CALIFORNIA  
County of Amador

I, \_\_\_\_\_, County Clerk of the County of Amador, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Amador County Board of Supervisors, as applicable] on this 23<sup>rd</sup> day of February, 2021.

\_\_\_\_\_  
Name, County Clerk of the  
County of Amador, State of California

By: \_\_\_\_\_  
Clerk of the Board of Supervisors,  
Amador County California



V S22

**PROOF OF PUBLICATION  
(2015-5 C.C.P.)**

**STATE OF CALIFORNIA  
COUNTY OF AMADOR**

I am a citizen of the United States and a resident of the said County. I am over the age of eighteen years; and not a party to or interested in the above matter. I am the principal Clerk of the Printer and Publisher of the Amador Ledger Dispatch. A newspaper of general circulation, published once a week in the City of Jackson, California, County of Amador, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court, of the County of Amador, State of California dated June 19, 1953, Court decree numbers; 5575/5551; that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates; to wit:

February 5

all in the year: 2021

I certify (or declare) under Penalty of perjury that the foregoing is true and correct.

Date at Jackson, California this

5 of February, 2021

Jack Mitchell  
SIGNATURE

**PUBLIC NOTICE  
COUNTY OF AMADOR  
NOTICE OF PUBLIC COMMENT PERIOD**

**Potential Program for Inclusion in the State  
Community Development Block Grant  
Coronavirus Aid, Relief and Economic Security  
Act (CDBG-CV) Application  
Public Comment Period  
February 5 through February 11, 2021**

NOTICE IS HEREBY GIVEN that Amador County will conduct a Public Hearing at 2:00 p.m., or soon thereafter, on February 11, 2021 in the Board Chambers located at 810 Court Street, Jackson CA 95642. Interested parties may attend meeting in person or participate via Zoom. A link to the meeting will be available on the County's calendar which can be accessed on the County's web site. Zoom participants should click "More Events" on the County's main page to access the calendar or; instructions can be provided via email by contacting the County staff identified in this notice.

**SUBJECT:**  
POTENTIAL PROGRAM(S) FOR INCLUSION IN THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CDBG-CV) APPLICATION - The Board of Supervisors will consider potential CDBG-CV programs and provide direction for staff to prepare an application in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV funds for COVID-19 related activities that benefit low-and moderate-income residents.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The State Department of Housing and Community Development (HCD) has published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3) funds. Eligible cities and counties may submit applications for CDBG-CV funds under the upcoming NOFA. It is estimated that The County of Amador will be eligible to receive funds based on a formula allocation provided by HCD. The State will receive \$113,263,490 in CDBG-CV2 funds and \$ 18,031,478 in CDBG-CV3 funds.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation
- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

The County of Amador anticipates submitting an

application under this NOFA for activities that meet at least one of the national objectives. The County does expect to expend the full allocation of \$506,954.00 and \$77,558.22 in Program Income dollars for a combined total of \$584,512.22 on said activities in the next program year/contract term.

The County promotes fair housing and makes all its programs available to low-and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

**Where You Come In:**

The purpose of this public hearing/meeting is to give community members an opportunity to make their comments known regarding what types of eligible activities the County should be applying for under the State CDBG program.

Any member of the public may appear at (or virtually participate in) the meeting and be heard on the item described in this notice, or members of the public may submit written comments to County staff prior to the meeting by personal delivery or by mail to: Amador County General Services Administration, 12200-B Airport Road, Jackson, CA 95642 or via email to [kholland@amadorgov.org](mailto:kholland@amadorgov.org).

If you require special accommodations to participate in the public hearing, please contact the Amador County General Services Administration at least 48 hours in advance of the meeting by calling (209)223-6733, TTY English: 1-800-735-2929; Spanish 1-800-855-3000. If you are unable to attend the public hearing, you may direct written comments to the County of Amador, attention: Amador County General Services Administration, 12200-B Airport Road, Jackson, CA 95642 or via email to [kholland@amadorgov.org](mailto:kholland@amadorgov.org). Your comments will be read at the meeting.

For More Information: If you have any questions or would like more information regarding the item described in this notice, please call Kim Holland (209)223-6733 or visit the News section of the County's website to access information at <https://www.amadorgov.org>. The State Action Plan Substantial Amendment for the CARES Act funding may be accessed at: <https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml#aap>. State CDBG NOFA's can be accessed at: <https://www.hcd.ca.gov/grants-funding/activefunding/cdbg.shtml>.  
**February 5, 2021-V522**

## Exhibit A

Please complete all required fields.

You can save as a draft and return later to complete by clicking "Save Draft" at the bottom of the page.

When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

Activity Category \*

Choose your Activity Category from the list. Eligible activities are defined by 24 CFR §570.482 et. seq. <https://www.law.cornell.edu/cfr/text/24/570.482>

Please select your application type: \*

- Application in support of a Homekey Project
- Economic Development
- Housing Acquisition/Rehabilitation Application
- Public Facility & Infrastructure
- Public Services

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program? \*

- New Activity
- Modify Existing
- New Type of Assistance

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (CD) \*

Choose your specific activity from the list based on HUD Matrix Code. Matrix code definitions can be located at: <https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf>.

National Objective (CD) \*

Choose the national objective from the list. Criteria for national objectives can be located at 24 CFR §570.483. <https://www.law.cornell.edu/cfr/text/24/570.483>

# Section II

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Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Measure Indicator (P) \*

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries \*

## Presumed Benefit Types

Please check all that apply, if applicable. Presumed Benefit activities should target a specific population. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). <https://www.law.cornell.edu/cfr/text/24/570.483>

- Abused Children
- Illiterate Adults
- Battered Spouses
- Persons with living AIDS
- Elderly Persons
- Homeless Person
- Migrant Farm Workers
- Adults Meeting Bureau of Census' Definition of Severely Disabled Persons

## Additional Benefit Types

Check all that apply, if applicable.

- Youths

- Single Adults
- Single Men
- Single Women
- Families
- Mentally Ill
- Veterans
- Substance Abusers
- Victims of Domestic Violence
- Dually Diagnosed
- Other

## Section III

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Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

**Activity Title \***

County of Amador

**Organization Name \***

County of Amador

Enter the legal name of the responsible entity.

Input the physical address of your organization, please do not use a P.O. Box.

**Street Address \***

810 Court Street

Enter the primary address for the Applicant.

**Suite/Office #:**

Add the address of where the activity will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street)

**City: \***

State \*

Zip Code: \*

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## Section IV

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### Activity Information

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address: \*

Suite/Office #:

City: \*

State \*

Zip Code: \*

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### Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that

are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

**Statement of Need and Proposed Outcome Narrative: \***

An empty rectangular text box with a light gray border and a vertical scrollbar on the right side. The box is currently empty.

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The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

**Activity Description \***

An empty rectangular text box with a light gray border and a vertical scrollbar on the right side. The box is currently empty.

**Upload your guidelines / strategic plan / operations plan / implementation strategy**

Select a file

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

**Detailed Scope of Work - Task and Deliverables Narrative \***

An empty rectangular text box with a light gray border and a vertical scrollbar on the right side. The box is currently empty.

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## Section V

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It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

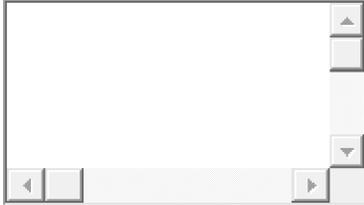
Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity? \*

- No
- Yes

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19? \*



How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program? \*



Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs? \*

- No
- Yes

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist? \*

- No
- Yes

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color? \*

- No
- Yes

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color? \*

- No
- Yes

Do you have Materials in multiple language and accessible on jurisdiction website? \*

- No
- Yes

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color? \*

- No

Yes

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program? \*

No

Yes

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)? \*

No

Yes

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training) \*

No

Yes

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision? \*

No

Yes

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs? \*

No

Yes

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people? \*

- No
- Yes

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name: \*

Partnership Type: \*

Number of years in this type of partnership: \*

Group(s) Served: \*

- Black
- Latinx
- Asian
- Pacific Islander
- Native American
- Indigenous People

Do you have additional partners to list? \*

- No
- Yes

---

Will your organization or chosen subrecipient be hiring staff for the CDBG-CV funded project or program? \*

- No
- Yes

Will you do deeper income targeting than CDBG-CV regulations require? \*

- No

Yes

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## Section VI

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### Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

If you enter milestones for your activity and those milestones are approved your milestones will supersede the HCD default milestones. Please note that if you do not elect to identify activity specific milestones in your application, HCD will default to the milestones in the CDBG-CV2 NOFA.

Default HCD Milestones are:

Milestone #1: Activity Start Up (Mandatory Milestone)

Milestone #2: 20% Expenditure Completion Date: June 1, 2021

Milestone #3: 50% Expenditure Completion Date: December 1, 2021

Milestone #4: 80% Expenditure Completion Date: May 1, 2022

Milestone #5: 100% Expenditure Completion Date: August 1, 2022 (Mandatory Milestone)

Milestone #1 - Activity Start \*

Milestone #1 Completion Date \*

Do you want to add additional optional milestones? \*

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory.

Milestone #10 - Confirmation of Closeout \*

Milestone #10 - Confirmation of Closeout Completion Date \*

# Readiness Criteria

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## Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners \*

- Other Local Government (county or city)
- Non-Profit Service Providers
- Local Government Agencies (Departments)
- Small Business Development Center
- Community Development Finance Institution
- Chamber of Commerce
- Professional Services (Consultants and Other Professionals)
- Other
- No Partnerships/Collaborators

Provide a narrative listing your partners and collaborators:



Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Select a file

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Select a file

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Select a file

Do you have a draft or executed agreement with a contractor/subrecipient? \*

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## Threshold Criteria

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### Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services: \*

See 24 CFR §578.25 <https://www.law.cornell.edu/cfr/text/24/578.25> for HUD's site control requirements.

Upload Site Control Supporting Documentation

Select a file

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in [SAM.Gov](#). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check \*

Select a file

Upload additional Debarment Check Documentation

Select a file

Upload an executed Statement of Assurances and Compliance. The template is found in the [Files tab](#) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 \* \*

Select a file

Use the updated Citizen Participation Requirements document at <https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf> to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organization complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements? \*

These requirements can be located at 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> .

Upload Citizen Participation Proof of Public Notice \*

Select a file

Upload Public meeting/hearing presentation/handout materials \*

Select a file

Upload Public Comment and Responses

Select a file

Upload Public meeting/hearing presentation/handout materials

Select a file

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

### Upload Approved Resolution for Application \*

Select a file

Download the FISCAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

### [FISCAL TIN FORM](#)

### Upload CA TIN Verification Form \*

Upload the results of your SAM.gov entity check including all consultants, subrecipients and subcontractors currently under contract or with an executed agreement.

Select a file

---

## Monitoring and Compliance

Are all single audit findings cleared or in remediation? \*

Are all HCD CDBG program monitoring findings cleared or in remediation? \*

### Supporting Documentation

Select a file

Are you in compliance with all existing HCD award agreements? \*

### Supporting Documentation

Select a file

## Environmental

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Use the Environment Review forms located on HUD's website at <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental->

[review/orientation-to-environmental-reviews/#overview](#). Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Activity NEPA Compliance \*

Select a file

Upload General Administration NEPA Compliance

Select a file

Upload additional proof of NEPA Compliance

Select a file

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## Section VII

### Budget and Duplication of Benefits

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure the budget narrative has a relationship to the tasks and deliverables described above. The narrative should include information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

Budget Narrative: \*

Upload Cost Allocation Plan (if applicable)

Select a file

**Upload Duplication of Benefit Tracker Form (in Excel) \***

Please upload the completed Duplication of Benefit Tracker Form identified in the Files tab of the solicitation.

Select a file

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: [HUD DOB](#)

[See a Duplication of Benefits Policy sample in the Files tab of the Solicitation](#)

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity. \*

**Upload your duplication of benefits tracking policy \***

Select a file

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Select a file

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Select a file

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Select a file

Have you completed and submitted your eCivis Grants Network budget worksheet? \*

No

Yes

**Total Grant Dollars Requested CDBG CV-2/CV-3 Budget: \***

\$

By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.: \*

If any false statements of completeness or accuracy are later found in this application, it may result in application denial or disqualification.

Original Submission Date (for re-submissions)

Exhibit E - Budget

Save Draft Mark Complete Close



## Playing by the Rules

### A Handbook for CDBG Subrecipients on Administrative Systems

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## CHAPTER 4.0: PROPERTY MANAGEMENT AND DISPOSITION

If you use CDBG funds to acquire real or personal property, Federal regulations make you, the subrecipient, responsible for ensuring that the property continues to be used for its intended (and approved) purpose, that you keep track of it, that you take care of it, and that if you sell it, you reimburse the grantee for the CDBG share of the property's value.

This fairly straightforward proposition about the ownership, use, management, and disposition of property is complicated by two facts. First, the rules about property management and disposition differ slightly depending on whether you are a public-sector or private-sector subrecipient. (The rules are generally more explicit for governmental subrecipients). Second, the rules depend on the nature of the property. Real property (e.g., land, buildings) is treated differently than personal property (e.g., equipment, supplies, intangible property like copyrights).

This chapter outlines the rules for subrecipients regarding the ownership, management, and disposition of real and personal property. Despite the different treatments, there are several key themes applicable to most property that should be emphasized at the outset:

- Property can only be acquired with CDBG funds for a *specific purpose* that must be approved by the grantee and should be made a part of the Subrecipient Agreement.
- The use of that property for the *approved purpose must continue*; in the case of personal **property**, generally for if the subrecipient owns it and the property is needed for the CDBG activity, and in the case of real **property** (acquired or improved with CDBG funds in excess of \$25,000), generally for at least 5 years following the expiration of the Subrecipient Agreement.
- If you own the property, you should *keep accurate records* for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data).
- You have to *control the use* of the property (in accordance with its intended purpose) and *take good care* of it (that is, take adequate steps to prevent its damage, theft, or loss).
- If you no longer need the property, you can dispose of it but only according to specific rules (such as paying back the grantee, accounting for program income, etc.).

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The following chart summarizes the applicability of specific sections of the regulations to particular categories of property for governmental and private subrecipients and shows the relevant regulations affecting its ownership, use, and disposition.

**Exhibit 4-1: Rules for Property Management and Disposition**

Property Management and Disposition Regulations 24 CFR 570.503—all subrecipients (subs) 24 CFR 85.32–85.34, govt. subs 24 CFR 84.32–84.34, non-profit subs	Real Property (Acquired with CDBG funds)	Personal Property Acquired with CDBG funds		
		Tangible		Intangible
		Nonexpendable	Expendable	
<i>Typical Example</i>	<i>Land/Buildings</i>	<i>Cars/Equipment</i>	<i>Office Supplies</i>	<i>Copyrights</i>
Ownership	See property acquisition, 24 CFR 570.201(a), 201(c), 202, 203(a)	Vested in subs 24 CFR 85.32 24 CFR 84.34	Vested in subs 24 CFR 85.33 24 CFR 84.35	Nonexclusive license to govt. 24 CFR 85.34 24 CFR 84.36
Use & Management	24 CFR 570.505 governs grantees; subrecipients follow 503(b)(7) *	24 CFR 85.32 24 CFR 84.34	24 CFR 85.33 24 CFR 84.35	
Disposition	24 CFR 570.503(b)(7)	Generally, fair-market value or proceeds returned to grantee; with grantee approval, proceeds retained as program income  24 CFR 85.32 and 24 CFR 570.502(a)(8)  24 CFR 84.34 as modified by 570.502(b)(3)(vi)	Residual inventories  24 CFR 85.33  24 CFR 84.35	Nonexclusive license to use remains with govt.

\* 570.501(b) requires that units of general local government participating with, or as part of, an urban county, or as part of a metropolitan city, follow the same requirements as are applicable to subrecipients, except that the 5-year period identified under 570.503(b)(7)(i) begins with the date that the unit of general local government is no longer considered by HUD to be a part of the urban county or metropolitan city, instead of the date that the subrecipient agreement expires.

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#### AS YOU READ THIS CHAPTER, THINK ABOUT ...

1. Whether your agency would care for the property differently if it were purchased with agency funds rather than CDBG funds.
2. Whether your agency's records are up to date in documenting the ownership, use, management, and/or disposition of its property.
3. Whether the procedures for maintaining and protecting the agency's property are adequate or need strengthening.
4. If you are planning to dispose of any property, whether your agency has taken appropriate steps to ensure that the applicable disposition rules are followed for the particular type of property involved.

## 4.1 Overview

The relevant Federal regulations governing the management and disposition of property are 24 CFR 570.503 for all subrecipients, 24 CFR 84.34(g) as amended by 570.502(b)(3)(vi) for private sector subrecipients, and 85.32, as modified by 570.502(a)(8), and 85.33-34 for governmental subrecipients.

For the purposes of these Federal regulations, “property” is classified according to the following distinct categories:

- **Real property:** “real property” means land, including any improvements to and structures located on the land, but excluding any movable machinery or equipment.
- **Personal property:** “personal property” is basically any kind of property other than real property. Personal property can be *tangible* (such as supplies, furniture, and equipment), or *intangible* (such as copyrights, patents, and inventions).

Further distinctions can be made between:

- **Non-expendable personal property**, which generally is considered to include *tangible* personal property having a useful life of more than 1 year and an acquisition cost of \$300 or more per unit.
- **Expendable personal property**, which includes all *tangible* personal property other than non-expendable personal property.

The Federal requirements relating to property are organized according to title (ownership), use, and disposition. In general, a subrecipient’s property management system must provide for **accurate records, the conduct of regular inventories, adequate maintenance and control, and proper sales procedures**. Subrecipients must follow sales procedures that provide for competition, to the extent practicable, and that result in the highest possible return.

## 4.2 Real Property

For *grantees*, the use of real property is governed by 24 CFR 570.505. For real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000, the grantee cannot change the use or planned use of the property (including the beneficiaries of such use) without first providing affected citizens notice and opportunity to comment, and determining that either:

- a) The contemplated new use meets one of the National Objectives and is not a building for the general conduct of government.

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- b) The contemplated new use is deemed appropriate (after consultation with affected citizens) but will not meet a National Objective. In this latter case, the grantee must reimburse the CDBG program in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

*The Subrecipient Agreement* must be **explicit** about the use of any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$ 25,000. For such instances, **24 CFR 570.503(b)(7)** mandates that such real property either:

- Must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives **for at least 5 years after the expiration of the Subrecipient Agreement** (or a longer time as specified by the grantee in the Subrecipient Agreement); or
- If a National Objective is not met during this time period, the grantee must be **reimbursed for the current fair market value**, less any portion of the value attributable to non-CDBG funds.

#### 4.3 Personal Property — Equipment

For **governmental subrecipients** (24 CFR 85.32):

- **Title:** Title to equipment acquired with CDBG funds is vested in the subrecipient, subject to the conditions described in the following section.
- **Use:** Equipment purchased with CDBG funds or other forms of Federal assistance must be used by the subrecipient in the program or project for which it was acquired, and **as long as needed, whether or not the program or project continues to be supported by Federal funds.**
  - When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
  - The subrecipient also must make the acquired equipment **available for use on other projects or programs** currently or previously supported by the Federal

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Government **provided that such use will not interfere with the work on the project or program for which the equipment was originally acquired.**

- A subrecipient is **prohibited** from using CDBG-acquired equipment **to provide services for a fee to compete unfairly** with private companies that provide equivalent services unless specifically authorized by Federal statute.
- With the approval of the grantee, equipment acquired with CDBG funds may be used as **a trade-in on replacement property.**
- **Management requirements:** For equipment (including replacement equipment) acquired in whole or in part with CDBG funds, the subrecipient must have procedures and control systems in place to:
  - Keep **adequate equipment records**, which must include information on:
    - Property description.
    - Identification.
    - Funding source (grant number).
    - Title holder.
    - Acquisition date and cost.
    - Federal share of cost.
    - Location, use, and condition.
    - Unit acquisition cost.
    - Disposition data.
  - **Conduct a physical inventory** of the property no less often than every 2 years, with a reconciliation of the inventory results with the equipment records.
    - Ensure adequate **safeguards for preventing loss, damage, or theft** of property.

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- Maintain the equipment in **good condition**.
  
- **Disposition:** When original or replacement equipment acquired with CDBG funds is no longer needed for the original project or program or for other activities currently or previously assisted with Federal funds, the following rules of disposition will apply **to governmental subrecipients**:
  - 1) Equipment with a **current per-unit fair market value of less than \$5,000** may be retained, sold, or otherwise disposed of by the subrecipient *after notice to the grantee*, subject to the conditions in 3) in the following section.
  - 2) Equipment with a **current per-unit fair market value of \$5,000 or more** may *after notice to the grantee* be retained or sold by the subrecipient with the grantee having the right to compensation in an amount equal to multiplying the current fair market value *or* the proceeds from sale by the Federal share (percentage) in the original acquisition price of the equipment.
  - 3) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (24 CFR 85.32(g)).

In addition, per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered **program income**.

For **non-profit subrecipients** (24 CFR 84.34):

- **Title:** Title to personal property acquired with CDBG funds is vested with the subrecipient, subject to the following conditions:
  - 1) **In all cases** in which personal property is no longer needed by the subrecipient for CDBG activities, it must be transferred to the grantee for the CDBG program or can be retained by the subrecipient after compensation to the grantee (per 24 CFR 570.502(b)(3)(vi)(B)).
  - 2) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (84.34(g)(4)).
  - 3) In all cases in which personal property is sold, the proceeds will be considered **program income** (24 CFR 570.502(b)(3)(vi)(A)).

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#### 4.4 Personal Property — Supplies

For **governmental subrecipients** (24 CFR 85.33):

- Upon termination of the subrecipient's agreement with or award from the grantee, **if there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value, and if such supplies are not needed for any other Federally sponsored programs or project**, the subrecipient must compensate the grantee for the share of such supplies which were acquired with CDBG funds.

For **non-profit subrecipients**, the requirements of 24 CFR 84.35 apply; that is,

- The residual inventory of unused supplies exceeding \$5,000 not needed by the subrecipient for CDBG activities must be transferred to the grantee for the CDBG program or can be retained after compensating the grantee.
- **In all cases** in which the residual inventory of supplies is sold, the proceeds are considered **program income**.

#### 4.5 Personal Property — Copyrights

For **governmental subrecipients** (24 CFR 85.34) and for **non-profit subrecipients** (84.36):

- The Federal Government **reserves a royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:
  - The copyright to any work developed with CDBG funds.
  - Any rights of copyright which a subrecipient or a contractor purchases with CDBG support.

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#### Exercise for Chapter 4.0 — Property Management and Disposition

##### Circle the Correct Answer

1. For **real property** controlled by a subrecipient and acquired or improved with CDBG funds in excess of \$25,000, what is the *minimum* period of time following the expiration of the Subrecipient Agreement that such property must be used to continue to meet a National Objective?
  - (a) 1 year.
  - (b) 3 years.
  - (c) 5 years.
  - (d) 10 years.
  - (e) As long a period as the grantee feels is appropriate.
  
2. When are the proceeds from a subrecipient's sale of equipment purchased with CDBG funds considered to be **program income**?
  - (a) Never.
  - (b) When the proceeds are returned to the grantee as compensation for the original CDBG funding.
  - (c) When the net proceeds exceed the compensation due to the grantee.
  - (d) When the depreciated value of the equipment exceeds the CDBG portion of the original acquisition cost.
  - (e) Always.
  
3. A non-profit subrecipient has in its inventory a computer acquired with CDBG funds that is worth less than \$500. The subrecipient may retain it without paying the grantee for its current value if the grantee does not need it for any other Federally sponsored program or project.

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4. The Federal Government's copyright license for any written work developed by a subrecipient with CDBG funds does not preclude the subrecipient from reproducing or otherwise publishing such work.

**TRUE**

**FALSE**

*The answers are on next page.*

## Playing by the Rules

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#### Exercise for Chapter 4.0 — Property Management and Disposition (continued)

##### Answers to questions from preceding pages

1. The correct answer is “(c) 5 years.” Although a grantee may stipulate a longer time period (in a closeout agreement, for example), 5 years is *the minimum* period during which such property must continue to be used to address a CDBG National Objective. If, on the other hand, during that time period a national objective is no longer being met or the subrecipient chooses to dispose of the real property, the subrecipient must reimburse the grantee for the fair market value of the property, less any portion attributable to non-CDBG funds.
2. The correct answer is “(e) always,” with the qualification that if a portion of the equipment purchase was financed with non-CDBG funds, only the CDBG portion of the proceeds would be program income for the purposes of the CDBG program.
3. **FALSE.** The pertinent regulations for non-profit subrecipients (24 CFR 570.502(a)(8) and (b)(3)(vi)) require that, regardless of dollar value, equipment acquired with CDBG funds and no longer needed by the subrecipient for CDBG activities must be transferred to the grantee or retained by the subrecipient only after compensating the grantee.
4. **TRUE.** Although the Federal Government reserves a copyright license on such work, it is a *nonexclusive* license.

**Exhibit C**  
**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF AMADOR AND**  
**THE INTERFAITH FOOD BANK OF AMADOR COUNTY**  
**FOR ACTIVITIES AND SERVICES PROVIDED TO THE COMMUNITY**  
**IN RESPONSE TO THE COVID-19 PANDEMIC**  
**COMMUNITY DEVELOPMENT BLOCK GRANT # \_\_\_\_\_**

THIS AGREEMENT (“Agreement”), between the County of Amador, political subdivision of the State of California, (“County”) and the Interfaith Food Bank of Amador County (“Subrecipient”), is made this \_\_\_\_ day of \_\_\_\_\_, 2021:

WHEREAS, the County is eligible to apply for grant assistance from the United States Government under Title I of the Housing and Community Development Act of 1974 as amended (HCD Act), Public Law 93-383 COVID-19 allocation; and

WHEREAS, the Subrecipient is a 501(c)(3) located in Jackson, California; and

WHEREAS, the County conducted a duly noticed public meeting on February 11, 2020 to inform the Community, and on March 9, 2020 the County of Amador Board of Supervisors selected Subrecipient to assist the County in utilizing grant funds to comb at the spread of the disease; and

WHEREAS, if the County is successful in securing funds, it wishes to engage the Subrecipient to assist the County in {ENTER PROGRAM}

WHEREAS, if the County is not funded there is no obligation to the Subrecipient, and this agreement becomes null and void; and

WHEREAS, the County of Amador Board of Supervisors determined that federal participation requirements were met during the development of the grant application;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

I. SCOPE OF SERVICE:

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV grant related to public services for COVID-19 support. Such program will include the eligible activities under the CDBG program as detailed in {Enter Project/Program Name} (Exhibit A).

B. National Objectives

Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives:

1. Benefit low/moderate income persons;
2. Aid in the prevention or elimination of slums or blight; or

3. Meet community development needs having a particular urgency – as defined in 24 CFR §§570 208.

C. Staffing

Subrecipient shall provide staff to administer the program in compliance with all applicable regulations.

D. Performance Monitoring

The County will manage, monitor and report the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of Subrecipient shall start upon written notification from the County, and end on the final date of the CDBG grant or upon submission of final closeout documentation, whichever comes first. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of CDBG funds or program income.

III. BUDGET (May Need to Be Modified)

Line Item	Total
Refrigerated Van	\$ 60,000
Mobile Pantry	\$275,000
Food Purchases	\$ 75,000
Software, Website and Computer Upgrade	\$ 25,000
Staff & Fringe Benefits for Driver	\$ 43,500
Other Miscellaneous	\$ 28,454
<b>Total</b>	<b>\$506,954</b>

Any indirect costs charged must be consistent with the conditions of Paragraph 8 (a) (ii) of this Agreement. In addition, the County may require a more detailed budget, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. The County and Subrecipient must approve any amendments beyond {**INSERT PERCENT HERE**}% to this budget in writing.

IV. DUPLICATION OF BENEFIT (This section was included in one template but not the other)

County is required to complete a duplication of benefits analysis to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant per the mandatory duplication of benefits requirements described in the Federal Register Notice of August 7, 2020.

County shall work with Subrecipient on the following in order to address any potential duplication of benefit:

1. Prior to implementation of activity to be performed by Subrecipient per Subrecipient Agreement, Subrecipient shall provide County a report detailing any assistance received from other sources for the same or similar activity.
2. If County determines that there is any potentially duplicative assistance, County may request additional information from the Subrecipient, including:
  - a. Dates funds were received
  - b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, County may:
  - a. Determine that there is no duplication and allow Subrecipient to proceed with activity for the full budget amount as detailed in Subrecipient Agreement.
  - b. Determine that there is a partial duplication and allow Subrecipient to proceed with activity for a budgeted amount that is reduced by the duplication of benefit amount.
  - c. Determine that there is a complete duplication and revoke the approval of the Subrecipient Agreement for the provision of activity services.

All documents shall be retained in compliance with HUD's record retention requirements.

#### V. PAYMENT

It is expressly agreed and understood that the total to be paid by the County under this contract shall not exceed \$508,525.00 for the term of the contract. Subrecipient shall submit requests for payment with evidence of expenditures no more than monthly. All requests for reimbursement must include the Contract Number located in the top left hand corner. Payments shall be paid within thirty days of submission of a complete invoice, with proper referencing.

Subrecipient shall obtain written approval from the County for any travel outside of this County that is funded under this contract. In-County travel reimbursement requests must include detailed travel logs and be billed at no more than the federal rate, currently \$0.58/mile.

Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph 3 and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified herein and in accordance with performance.

Payments may be contingent upon County certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

#### VI. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

County  
Chuck Iley  
Chief Administrative Officer  
Amador County  
810 Court Street  
Jackson, CA 95642

Subrecipient  
Beth Stanton  
Executive Director  
Interfaith Food Bank of Amador County  
12181 Airport Road  
Jackson, CA 95642

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Federal Debarment

The County shall assure that Subrecipient is not on the Federal Debarment list prior to signing this Agreement.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as Contractor is an independent contractor.

D. Hold Harmless

Subrecipient shall indemnify, defend and hold harmless the County hereto and its Board, officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including reasonable and necessary attorney's fees, which arise by the virtue of its own negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

E. Insurance & Bonding

1. This Contract shall not be executed by County and the Subrecipient is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Amador County Board of Supervisors.

2. Without limiting Subrecipient's indemnification obligations provided for herein, Subrecipient shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Subrecipient, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

- a. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form

CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

- b. Automobile/Motor Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all “owned”, “hired”, and “non-owned” vehicles or coverage for “any auto”.
- c. Workers Compensation and Employers Liability Insurance providing workers’ compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.
- d. Insurance Notices:

County of Amador  
Attention: Risk Management  
810 Court Street  
Jackson, CA 95642.

- 3. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
  - a. The Comprehensive General Liability Policy shall provide that the County, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - b. Includes contractual liability
    - 1) Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to “XCU Hazards”
    - 2) Is primary insurance as regards to the County
    - 3) Does not contain a pro-rata, excess only, and/or escape clause
    - 4) Contains a cross liability, severability of interest or separation of insureds clause
  - c. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under Section VIII(H). It is further understood that Subrecipient shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.

- d. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- e. For claims related to this project, the Subrecipient's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Subrecipient's insurance and will not be called upon to contribute with it.
- f. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, officials, employees, and volunteers.
- g. Subrecipient shall furnish County with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$XXX,XXX shall be disclosed to and approved by County. If Subrecipient does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Subrecipient agrees to pay the cost of said insurance. County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Subrecipient under this Contract.
- h. County is to be notified immediately if {PERCENTAGE SPELLED OUT} (XX%) or more of any required insurance aggregate limit is encumbered and Subrecipient shall be required to purchase additional coverage to meet the aggregate limits set forth above.

F. Grantor Recognition

Subrecipient shall ensure recognition of the role of the County, the County of Amador and the State of California Community Development Block Grant program in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this agreement. The front cover of the Final Study shall include, "Funding was provided by State Community Development Block Grant funds".

G. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

#### H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty-days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1(A) above may only be undertaken with the prior written approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the County, become the property of the County, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The County may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare Subrecipient ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. If the County believes Subrecipient is in noncompliance with any applicable rules or regulations, the County may withhold funds.

#### I. Voiding the Agreement.

If the County does not receive funding from CDBG, then the parties understand and agree that this contract becomes null and void, with no further obligations by either party to fulfill the Scope of Services in Section I of this agreement.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

1. Accounting Standards. Subrecipient agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### B. Documentation and Record-Keeping

##### 1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention  
Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five-years from the date the final expenditure report is submitted by the County to the Department under the standard agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
3. Client Data  
Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
4. Disclosure  
Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Property Records  
Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
6. Close-Outs  
Subrecipient's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.
7. Audits & Inspections  
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal government,

at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty-days after receipt by Subrecipient. Failure of Subrecipient to comply with the above-audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

2. Payment Procedures

The County will pay to Subrecipient funds available under this contract based upon information submitted by Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of Subrecipient.

3. Reporting Procedures

Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County, but no less than quarterly. All reports must be produced in both hard copy (paper) and digital format (Word, PDF, or similar format).

D. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this contract.

2. OMB Standards

Subrecipient shall procure all materials, property, or services in accordance with the requirements of **Attachment O** of OMB Circular A-110, Procurement Standards, and shall subsequently follow **Attachment N**, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

IX. RELOCATION. REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING ELEMENT

Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part

24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONAL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

#### 2. Nondiscrimination

Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance or any other arbitrary factor. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against any persons with disabilities in any Federally assisted program. The

County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall be committed to carry out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. **Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.**

2. W/MBE

Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Subrecipient shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

a. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, Subrecipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be

subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

b. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.

- 1) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- 2) Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 3) Subrecipient will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that Subrecipient or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless Subrecipient or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon Subrecipient, its successors, and assigns. Failure to fulfill these requirements shall subject the Subrecipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

d. State Nondiscrimination Clause:

During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Subrecipients and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Subrecipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

*“The Subrecipient hereby agree to abide by the requirement of Executive Order 11246 and all implement regulations of the Department of Labor.”*

### C. Employment Restrictions

#### 1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: Political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

#### 2. Labor Standards

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a- 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. Subrecipient shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient

shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause Compliance

- a. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, Subrecipient and any of Subrecipient’s and subcontractors. Failure to fulfill these requirements shall subject the County, Subrecipient and any of Subrecipient’s and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Subrecipient agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

*“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”*

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead- based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low- income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to Subrecipient from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Conflict of Interest

Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Subrecipient further covenants that in the performance of this agreement no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or Cities that are receiving funds under the State CDBG program.

4. Lobbying Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all cities shall certify and disclose accordingly, and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Copyright

If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

6. Faith Based Activities

Subrecipient shall comply with the requirements of 92.257, which provide, in part, that “Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part.”

## XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and advisability and availability of blood level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

- D. Historic Preservation. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## XII. LITIGATION AND DISPUTE RESOLUTION

### A. Litigation

If a court of competent jurisdiction holds any provision of this agreement, or an underlying obligation, invalid, such invalidity, at the sole discretion of the County and/or State, shall not affect any other provisions of this agreement and the remainder of this agreement shall remain in full force and effect. Therefore, the provisions of this agreement are, and shall be, deemed severable.

Subrecipient shall notify County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the County and/or State, and shall take such action with respect to the claim or action as is consistent with the terms of this agreement and the interests of the County and the State.

### B. Dispute Resolution

The parties shall make a good faith attempt to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have the authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract. For the County of Amador County the executives with authority to negotiate settlement of a controversy would be the County Administrative Officer (CAO), General Services Director, and County Counsel. Concurrence of all three Departments will be necessary in order to settle a controversy by negotiation. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany that executive. Within thirty days after delivery of the initial notice, the designated representatives of both parties shall meet at a mutually acceptable time and place, and

thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

C. Venue lies in {County of Amador} County, California, including any and all incorporated areas of the County, and that California law governs this agreement.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XV. WAIVER

The County's failure to act with respect to a breach by the Subrecipient does not limit the County's right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of the funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereon have executed this Agreement as of the date written above.

County:

Subrecipient:

By \_\_\_\_\_  
Patrick Crew  
Chairman  
Amador County Board of Supervisors

By \_\_\_\_\_  
Beth Stanton  
Executive Director  
Interfaith Food Bank of Amador County  
Federal I.D. # \_\_\_\_\_

Approved as to Legal Form

Approved as to Legal Form

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**2020 CDBG-CV Grant**  
**{NAME OF PROGRAM OR PROJECT}**

**SCOPE OF WORK**

{Description of the subrecipient's business and qualifications}

**1. National Objectives/Eligibility Compliance:**

Through the use of CDBG-CV funding, {Activity Description that includes what national objective you are meeting and how many beneficiaries}.

{ACTIVITY DESCRIPTION}

**2. Program Guidelines**

{Enter narrative of program guidelines (i.e. who is eligible, how they apply, what criteria is used to qualify, maximum amounts, etc.)}

**3. Interfaith Food Bank of Amador County Milestones and Deliverable Dates:**

1. Purchase Mobile Pantry and Refrigerated Van
2. Hire Driver for the Mobile Pantry
3. Food Purchase
4. Software, Website and Computer Upgrade
5. Other, Miscellaneous

**4. Levels of Accomplishment/Goals and Performance Measures:**

Quarter	Individuals Served	Pounds of Food Distributed
Total		

**5. Administration:**

The Interfaith Food Bank of Amador County will provide program administration related data collection and reporting, marketing new locations and services, and providing direct outreach to communities being served through the grant.

Amador County Administration staff will provide general program oversight, support checking eligibility of new service locations and grant management including general condition clearance, funds management, monitoring, reporting, and grant closing procedures.

**6. Duplication of Benefits:**

{Duplication of Benefits Narrative}

Hello Kim,

In response to John's request at this afternoon's public hearing for submittals of CDBG-CV funding; ATCAA submits the following for your consideration, as described at the public hearing.

Though unable to get additional detail before this evening, I offer that our request is the same in scope as we are submitting through our Tuolumne County consultant, which we believe is compliant with all State requirements for this grant.

- Mortgage Payment Assistance for persons/families negatively impacted by COVID-19: Requesting \$150,000
  - o Applicants must demonstrate hardship directly resulting from the COVID-19 pandemic (loss of income, increased expenses, etc.)
  - o Failure to make mortgage payments for up to 3 months (limit of assistance is 90 days late)
  - o Not to exceed \$4,500 in assistance per household

There may be more requirements and constraints imposed as the grant funding is better understood. The amount of requested funding is conservatively determined as follows.

- $\$1,500 / \text{month} \times 3 \text{ months} = \$4,500 \times 33 \text{ Households} = \$148,500$  + costs associated with Housing Management Information System (HMIS) data reporting which is required by the State
- The exact cost of direct services (est. = \$148,500) and HMIS may vary by up to 15%, but the total cost of \$150,000 will be expended to support 33 COVID-19 impacted household over the 24 month period of performance..

Please feel free to contact me or Denise Cloward (ATCAA Housing Director) directly if you need further clarification or detail.

Thank you so much for this opportunity to support Amador County with CDBG funding.

Sincerely,

Joseph Bors

Executive Director  
Amador Tuolumne Community Action Agency

(209) 419-0381 (cell)



Kim Holland <kholland@amadorgov.org>

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## CDBG Funding Request

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Joe Bors <jbors@atcaa.org>

Mon, Mar 1, 2021 at 10:19 AM

To: Kim Holland <kholland@amadorgov.org>

Cc: Jon Hopkins <jhopkins@amadorgov.org>

Yes, thank you for reaching out again Kim. At this time, given the extent of perceived scope to complete the RFP process, ATCAA must respectfully withdraw our prior request for mortgage assistance funding. Thank you for including ATCAA in the process and we hope to be considered again in the future.

Sincerely,

Joseph Bors

Executive Director

Amador Tuolumne Community Action Agency

(209) 419-0381 (cell)

[Quoted text hidden]

### Introduction

Good afternoon. My name is Rachelle Saldate, Executive Director of Amador College Connect, a private non-profit educational agency operated by Amador Community College Foundation, a 501(c)(3) corporation.

### General Request

I am here to request that you earmark a portion of Amador County's Community Development Block Grant funds for two career preparation programs administered by Amador College Connect:

1. the **Mental Health Services Act (known as MHSA) Human Services Scholarship program and an expansion of that program**; and
2. the **Early Childhood Education teacher permitting program and an expansion of that program**.

### How do these programs serve Amador County?

The economic and educational fallout from COVID-19 is exacerbating many of the social issues with which Amador has long struggled: unemployment, lack of training and career development opportunities, poverty, addiction, mental illness, and the lack of affordable housing, to name a few.

Consequently, more people are becoming eligible for social services and benefits to survive and the County needs to educate and prepare our systems of care to receive this influx of new cases.

Also, press coverage has been extensive regarding how COVID has negatively impacted the economic health of women. Women have traded their jobs to care for family and educate their children. Women who choose to work outside the home or who have experienced a pause in established careers will be anxious to get back to work once employers are hiring again and schools are open. However, women with pre-school children will need trained educators in quality early childhood education facilities in order to start or resume their careers. Existing teacher training programs must be expanded to meet the need for quality early childhood education centers in Amador County.

**How does Amador College Connect propose to use additional Funds for the MHSa Scholarship Program?**

Amador College Connect's MHSa Human Services Scholarship program has been successfully supporting the education and training of Amador County residents as Human Services professionals such as counselors, family advocates, behavioral services providers, school counselors and social workers since 2014. Currently, nineteen low-income students with "lived experiences" are working on professional certificates; over twenty have completed professional certifications in Human Services; over ten of those are working on A.A. degrees in Human Services and six have completed their A.A. degrees. MHSa Scholarship graduates and students currently work throughout the county in social service agencies such as Hospice of Amador, Sierra Wind, Operation Care, Nexus Youth and Family Services, NAMI mador and First 5 Amador, to name a few. MHSa Scholarship graduates are adults who had very limited career prospects when they entered the program but are now self-supporting adults making positive contributions to our community.

Amador College Connect proposes to use CDBG funding for two purposes with respect to its Human Services scholarship Program:

**First**, increase the number of scholarships and paid internships currently offered through the certificate and A.A. Scholarship program. Scholarships pay for the \$2000 in tuition and fees and books not covered by financial aid. Paid Internships allow students to gain practical experience by working in a local social services agency. A 100-hour internship, paid at minimum wage and meeting all tax withholding and payment and worker compensation requirements currently costs over \$2000. Amador College Connect maintains a lending library of course textbooks but textbooks often need to be updated and can cost anywhere from \$50 to \$250 per class.

**Secondly**, Amador College Connect aspires to support advanced degree work in Human Services to meet the need for qualified leaders which will increase due to COVID-19. MHSa Scholarship graduates have been limited to the A.A. degree program due to lack of financial resources and access to an accredited distance learning program for B.A./B.S. degrees and even beyond. The professional certificate and A.A. degrees are completed through Coastline College, a California community college in Fountain Valley, California and are transferable into the CSU and UC systems and Arizona State University Online. As of 2020, Amador students may also take advantage of Coastline College's "Learning First" portal to access a quality Human Services distance education program for bachelor and masters level degrees. In most cases, federal financial aid may be used to offset tuition and textbook expenses for the 60 units required for the B.A. degree; these are estimated to run approximately \$30,000.

By expanding the Human Services Scholarship program, Amador College Connect will continue to fill the pipeline of human services professionals in the county to address the increased need for social services due to COVID-19: for example, mental health counselors; administrators for food shelves and housing; grief counselors; school counselors for our children who need to re-enter or catch-up on their educational track; assistance for the isolated elderly and our incredible public health and county workers who will undoubtedly need restorative attention once this emergency state is over.

Amador College Connect requests funding in an amount of \$100,000 to sustain and expand the certificate and A.A. degree Human Services programs and to establish a Human Services B.A. degree Scholarship program for Amador residents who have demonstrated academic success through the MHSA Scholarship program.

How does Amador College Connect propose to use additional Funds for its Early Childhood Education Teacher Training Program?

Amador College Connect, in concert with First 5 of Amador and Columbia College, a California community college in Sonora, California, initiated an early Childhood Education Teacher Permitting Program for Amador County in the Fall of 2019. The program combines coursework at Columbia College with paid apprenticeships in Amador County Early Childhood Education centers that meet California Department of Education QRIS quality standards (a rating system for ECE centers). First 5 of Amador provided initial funding of \$10,000 which has supported four students to date. The permitting program requires a minimum of 15 units plus the cost of books, totaling approximately \$1000 per student. The A.A. degree in Early Childhood Education requires 60 units with the cost of books totaling approximately \$6000. In addition to these hard expenses, Amador College Connect incurs administrative and educational counseling expenses to administer the program.

Amador College Connect requests a budget of \$40,000 to engage in targeted recruitment efforts to increase enrollment in this vital program, to expand the program to encourage attainment of A.A. degrees, and to cover administrative expenses.

In summary, for the purposes stated above, Amador Community College Foundation requests a total sum of \$140,000. Amador Community College Foundation has received substantial grants from such grantors as American River Bank, Jackson Rancheria, Umpqua Bank and Amador County Behavioral Health Department. Our grant administration and reporting procedures are mature and able to handle CDBG reporting requirements. Our Board comprises 16 community leaders in business and education who are dedicated working board directors heavily invested in the success of ACCF and the health of our community.



Kim Holland <kholland@amadorgov.org>

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## Fwd: Amador Community College Foundation

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Jon Hopkins <jhopkins@amadorgov.org>

Wed, Feb 24, 2021 at 6:23 AM

To: Kim Holland <kholland@amadorgov.org>, Frank Axe <faxe@amadorgov.org>, Chuck Iley <ciley@amadorgov.org>

FYI

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

From: <burman@volcano.net>

Date: Tue, Feb 23, 2021, 6:26 PM

Subject: Amador Community College Foundation

To: John Hopkins <Jhopkins@amadorgov.org>

Cc: Rachele Saldate <rachele@amadorcollegeconnect.org>

John, after review of the requirements of the CDBG the ACCF has decided to retract the application for this program.

With a longer runway we may have had time to gear up for this.

We are investigating helping Victory Village set up some curriculum for veterans. And are looking to expand our current programs for Early Childhood Development and MESA if any other sources of funds become available.

Keep us in your sites for any other programs coming down the pipeline

Thank you for your time

Craig Burman, Treasurer, ACCF



# Interfaith Council of Amador

12181 Airport Road, Jackson, CA 95642  
(209)267-9006 • fax (209) 267-9008 • www.feedamador.org

## Interfaith Board of Directors

- Church of the Nazarene
- Church at the Cross
- Creekside United
- Methodist Church
- Community Church of Pine Grove
- Cornerstone Church of Lone
- Faith Lutheran Church
- Fiddletown Community Church
- Grace Fellowship Church
- Immanuel Lutheran
- Lone Community United
- Methodist Church
- Mt. Zion Assembly of God
- Seventh Day Adventist Reform Movement
- St. Katharine Drexel Parish
- St. Sava Serbian Orthodox Church
- Sutter Amador Hospital
- The Call
- Trinity Episcopal Church

Director Jon Hopkins  
Amador County Property Administration

Date: March 1, 2021

I would like to thank you for contacting the Interfaith Food Bank about CDBG Funds that we may be eligible to receive. For over 20 years our goal has been to feed food insecure people in Amador County. We have changed and evolved with the changing landscape of hunger to the best of our ability but this will allow us to take it to the next level. Since the COVID-19 Pandemic has started we have faced many new hurdles, none of them as evident as distributions. Several of our site distributions have closed due to lack of volunteers, and the inability to safely distribute foods with COVID 19 guidelines. Many people can no longer leave their homes so our deliveries had to step up. Our Senior Protein Program has taken on a new look. We recognize the numbers of people that need in home or site deliveries. Our partnership with the Amador Senior Center has grown and developed through the pandemic. Many children eat only at school and without school many do not eat. We have partnered with A.C.U.S.D. and Food Service to address the issue and send home nonperishable foods to homes. These are just a couple examples of our new partnerships.

We are so excited about the prospect of purchasing, equipping and staffing a mobile food pantry. It is such a challenge to reach the remote parts of our county and the ability to bring food distributions that are fresher and healthier to those in need in a safe and climate controlled vehicle is amazing. Should the decision be made to grant these funds to us, please see the following rough plan based on \$510,000:

- |                                  |              |  |
|----------------------------------|--------------|--|
| 1. Refrigerated Storage Van:     | \$60,000.00  |  |
| 2. Fully Outfitted Mobile Pantry | \$275,000.00 |  |
| 3. Food Purchase:                | \$75,000.00  |  |
| 4. IT Upgrade:                   | \$25,000.00  |  |
| 5. 1 Additional Driver:          | \$43,500.00  |  |
| 6. Additional Cost Unstated:     | \$31,500.00  | (logo wrap/printing, tax and registration, fuel, etc.) |

Upon approval of funding we will present a complete plan.

Thank you for your consideration.

Sincerely,

Beth Stanton  
Executive Director  
Interfaith Council of Amador



# Interfaith Council of Amador

12181 Airport Road, Jackson, CA 95642  
(209)267-9006 • fax (209) 267-9008 • www.feedamador.org

**Interfaith Board of Directors**

Church of the Nazarene

Church at the Cross

3/1/2021

Creekside United

Methodist Church

Community Church of

Pine Grove

Cornerstone Church of Lone

Faith Lutheran Church

Fiddletown Community Church

Grace Fellowship Church

Immanuel Lutheran

Lone Community United

Methodist Church

Mt. Zion Assembly of God

Seventh Day Adventist

Reform Movement

St. Katharine Drexel Parish

St. Sava Serbian

Orthodox Church

Sutter Amador Hospital

The Call

Trinity Episcopal Church

**BUDGET JUSTIFICATION**

**Transportation & Improvements to Comply with COVID 19 Restrictions:**

Refrigerated Storage Van:	\$60,000.00	
Fully Outfitted Mobile Pantry	\$275,000.00	
Food Purchase:	\$75,000.00	
IT Upgrade:	\$25,000.00	
1 Additional Driver:	\$43,500.00	
Additional Cost Unstated:	\$31,500.00	(logo wrap/printing, tax and registration, fuel, etc.)

**Total Cost Estimate: \$510,000.00**

This vehicle is a necessary component to support the collection, distribution and storage of food needed to serve the food insecurity needs of Amador County because we believe No One should have to face the day hungry. Our mission remains strong, to feed Amador County's food insecure residents. Since the onset of COVID 19 the need has increased, and the methods of distribution have completely changed. Many of our most vulnerable residents no longer feel safe leaving their homes and we have had to add home deliveries, many of the distribution sites around the county have shut down because of the lack of volunteers. With the closures we have found many of our clients are not able to come to the food bank and consequently, are no longer receiving foods. The Mobile Pantry would allow us to go to them, where they work and live. Once we establish regular routes and schedules people can depend on being there. We are requesting assistance with the hiring of a driver because none of our volunteer drivers feel safe coming back. The Food Bank is doing the work of 15 or so volunteers daily since March of 2020. We have no way of knowing if and when they will/can safely return. The one thing that remains constant is hunger and our job is to get creative and figure out our new normal.

Please note this is an estimate of what our anticipated needs are, should we exceed the CDBG amount we are fully prepared and able to cover the differences with our own money.

Sincerely,  
Beth Stanton, Executive Director  
ICA Interfaith Food Bank of Amador County

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Minutes: Review and possible approval of the February 23, 2021 Regular Meeting Minutes and March 2, 2021 Special Meeting Minutes.

## **Recommendation:**

Approval.

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

No

## **Distribution Instructions:**

Clerk of the Board

## **ATTACHMENTS**

- [March 2, 2021 DRAFT Special Meeting Minutes \(Autosaved\).docx](#)

**Amador County Board of Supervisors  
ACTION MINUTES**

**SPECIAL MEETING**

**DATE:** Tuesday, March 2, 2021  
**TIME:** 10:30 a.m.  
**LOCATION:** County Administration Center, 810 Court Street, Jackson, California

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

**Present on Roll Call:**

Patrick Crew, District I -Chairman  
Richard M. Forster, District II -Vice-Chairman (Attended via ZOOM)  
Jeff Brown, District III  
Brian Oneto, District V  
Frank U. Axe, District IV

**Staff:** Charles T. Iley, County Administrative Officer  
Gregory Gillott, County Counsel  
Heather Peek, Deputy Clerk of the Board

**Absent:** None

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

**REGULAR SESSION:** At 10:30 a.m., the Board convened into regular session and Chairman Crew called the special meeting to order.

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

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

There were no public comments at this time.

**AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

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

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

**PUBLIC HEARINGS \*\*10:30\*\* A.M.\*\***

**County Counsel:** Discussion and possible action relative to a public hearing to (1) find the adoption of an ordinance adding Chapter 19.88 to the municipal code prohibiting the cultivation of industrial hemp in the unincorporated areas of Amador County is exempt from CEQA; and (2) adopt the ordinance adding Chapter 19.88.

Chairman Crew opened the public hearing at this time.

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

Chairman Crew opened the discussion to the public at this time. There were not any individuals who wished to speak on this item.

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

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

Supervisor Forster inquired on the staff report regarding the change made and whether it was non substantive and intended for clarification on what the Planning Commission had adopted. Mr. Gillott, County Counsel, stated that the change was not discussed at the Planning Commission, and that it was a non-substantive clarification of that definition to make it more consistent with the state law language.

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

**MOTION #2:** It was moved by Supervisor Axe, seconded by Supervisor Brown to adopt the ordinance adding Chapter 19.88 and find the adoption of the ordinance to the municipal code prohibiting the cultivation of industrial hemp in the unincorporated areas of Amador County and is exempt from CEQA.

**Ayes:** Forster, Crew, Brown, Oneto, Axe

**Noes:** None

**ORDINANCE NO. 1805**

Adding Chapter 19.88 Prohibiting Cultivation of Industrial Hemp.

**REGULAR AGENDA**

**Discussion and possible action relative to policies for attendance at future Board of Supervisors and committee meetings:**

Discussion ensued with the Board, as well as, the following individuals wishing to speak relative to this matter:

- Ms. Jamie Lubenko, District V resident (joined via ZOOM)

Further discussion ensued with the following action being taken.

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

**MOTION:** It was moved by Supervisor Oneto, seconded by Supervisor Axe and carried to move forward, with the discretion of the Chair and Vice Chair, to continue Board of Supervisors and committee meetings in person (ZOOM options still available) with:

1. Implementation of protocols on mandates of both facial mask(s) and/or facial shield covering(s) while inside the County Administration Building; and
2. Temporarily utilize law enforcement officers to standby in the Board Chambers at the start of Board meetings when contentious items are listed on the agenda; and
3. Visibly note on agendas the implemented protocols on facial mask(s) and/or facial shield covering mandates are while inside the County Administration Building; and
4. Post signage on implemented protocols on facial mask(s) and/or facial shield covering mandates are while inside the County Administration Building.

**Ayes:** Supervisors Oneto, Axe, Crew and Brown

**Noes:** Supervisor Forster

**ADJOURNMENT:** Until Tuesday, March 9, 2021 at 8:30 a.m.

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Patrick Crew, Chairman, Board of Supervisors

ATTEST:

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HEATHER PEEK, Deputy Clerk of the  
Board of Supervisors, Amador County,  
California

# **GENERAL SERVICES ADMINISTRATION**

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

LOCATION: 12200-B Airport Road, Martell, CA

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



## **SUMMARY MEMORANDUM**

TO: Board of Supervisors

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

DATE: March 2, 2021

SUBJECT: Final Comprehensive Economic Development Strategy 2021-2025

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**Background:** On May 28, 2019, the Board directed staff to apply for an Economic Adjustment Assistance (EAA) Grant from the U.S. Department of Commerce Economic Development Administration (EDA) to fund a Comprehensive Economic Development Strategy (CEDS) for the County. In response, staff applied for and the County was awarded up to \$70,000 or 80% of the project cost to develop a CEDS. Accepting funding assistance through an EAA grant obligated the County to submit a completed CEDS document to the EDA for approval along with annual performance reports for the lifespan of the document, which is 5-years.

**Analysis:** A CEDS is a tool that outlines regionally appropriate and locally focused strategies that support efforts to increase economic prosperity and develop economic resilience. Strategies emerge from the analysis of statistical data along with community and stakeholder input. Per EDA guidelines, a CEDS must consider the County's current economic condition and include a SWOT analysis that identifies the County's strengths, weaknesses, opportunities and threats. These components provide the framework for the final element, the strategic action plan, which includes timetables, stakeholder and funding considerations along with performance measurements to evaluate the economic impact of the plan.

**Actions:** The action plan for the Amador County CEDS outlines (16) actions to support the strategies that emerged from the SWOT analysis. Strategies include the need to enhance the business climate; attract, retain and expand a diverse high-value economic base to increase economic strength and resilience; and to support innovative and strategic demand-driven education and training programs to meet the technical and professional needs of businesses. The actions presented are intended to provide a **flexible framework** that allows the County, local jurisdictions and stakeholders to approach the actions based on priority, to modify those priorities when needed to take advantage of funding opportunities or to adapt action tasks to meet unexpected challenges.

**Obligations:** Per EDA requirements, the Amador County CEDS 2021-2025 has been available to the public for review and comment for 30-days, with all comments received included in the Board's packet. Upon review and approval by the Board, the final document will be submitted to the EDA for approval. Once approved by the EDA, the County and local stakeholders will collaborate on the implementation of the action plan. Additionally, the County will submit annual performance reports to EDA that detail the results of our implementation efforts, such as the benefits realized or how those efforts have served to mitigate the impact of economic challenges.

**Summary:** Respectfully submitted for your review and consideration is the final Comprehensive Economic Development Strategy for Amador County 2021-2025. The document before you was researched and assembled by Chabin Concepts, Inc. and evolved, per EDA guidelines, from the analysis of statistical data, extensive stakeholder interviews, community engagement and in collaboration with the Strategic

Committee, which is comprised of city and county officials and local stakeholders that represent a wide range of economic interests. This final CEDS also includes information and changes made by the Board on January 5, 2021 upon their preview of the draft CEDS. Additionally, the Amador County CEDS is comprehensive in scope, providing an economic analysis of all (5) five cities as well as the unincorporated areas of the County.

**Alternatives:** 1) Modify the final CEDS per Board's direction.

**Fiscal or Staffing Impacts:** N/A

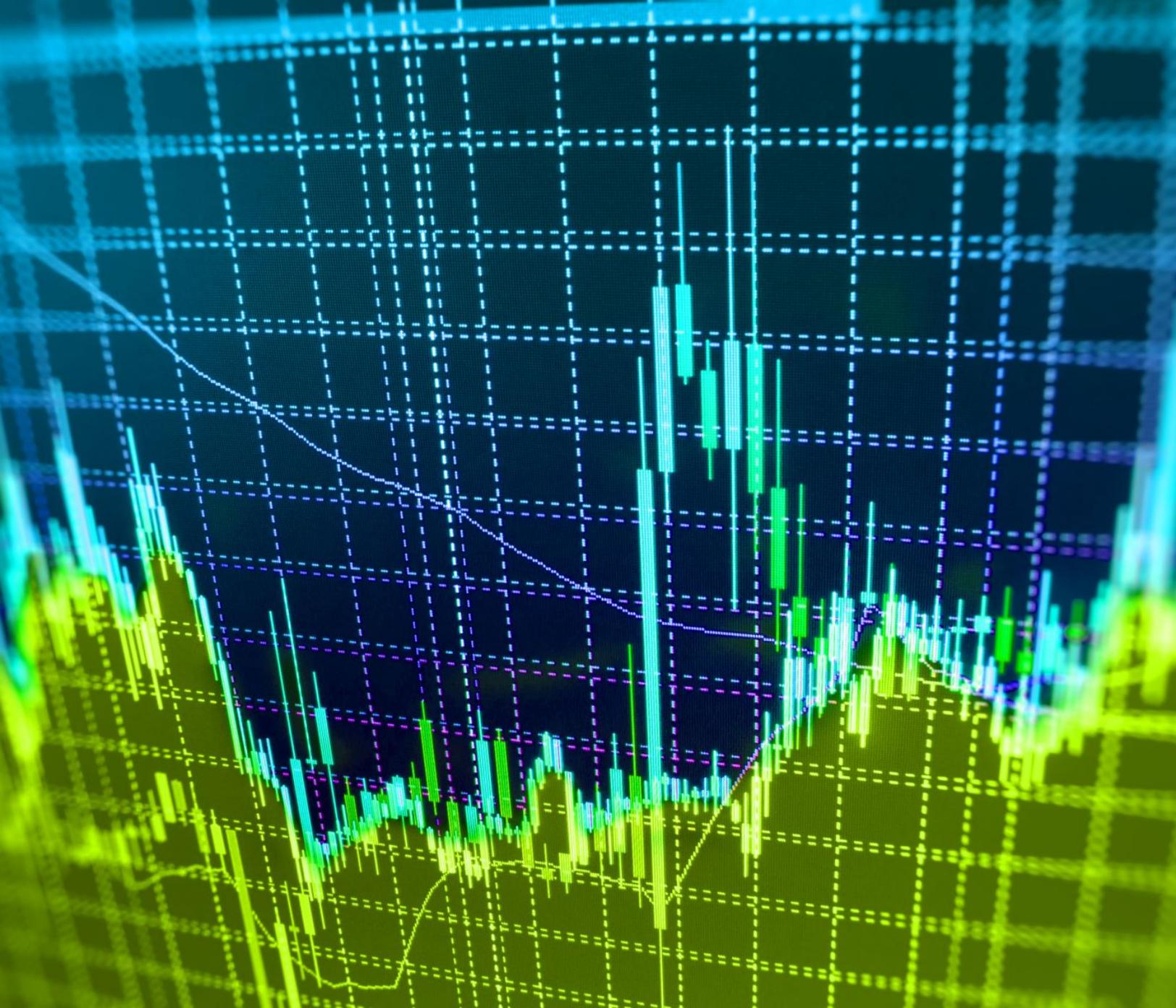
**4/5ths Vote:** N/A

**Recommendation:** Approval of the final Comprehensive Economic Development Strategy for Amador County 2021-2025 including the Resolution and; 2) Authorize staff to submit the CEDS and all other required documentation to EDA.

**Attachments:**

1. Final Comprehensive Economic Development Strategy for Amador County 2021-2025 (i.e. Technical Summary, Technical Report, SWOT Analysis, Action Plan, Strategic Committee Members and Resolution).
2. January 5, 2021 Board questions, responses and changes made.
3. Comment(s) received.

Cc: Chuck Iley, CAO  
file



Amador County, California  
Comprehensive Economic Development Strategy  
2021-2025

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# Introduction

Amador County, California, is located in the foothills of the Sierra Nevada Mountains in the region known as the Mother Lode, or Gold Country. Approximately 45 miles east of Sacramento, the county is bordered by El Dorado County on the north, Alpine County on the east, Calaveras County on the south, and Sacramento and San Joaquin Counties on the west.

According to the California Department of Finance, the estimated 2020 population of Amador County is 37,676. There are five incorporated cities in the county with a population of 16,502 and several unincorporated communities. The county is the fifth-smallest county in California by land area, a total of 606 square miles.

Amador County has long experienced population decline and underemployment. The County Board of Supervisors determined that the county needed a plan to help the county and local jurisdictions reverse these trends. In July 2020, the county began creating a five-year Comprehensive Economic Development Strategy (CEDS) to help guide investment decisions on infrastructure, public works, and job-creating initiatives.

The Amador County CEDS addresses economic challenges, identifies opportunities, and includes a plan for building a resilient local economy, increased commerce, and employment options. The organization of the CEDS follows the US Economic Development Administration's guidelines.

- The **Technical Report** is a presentation of the data and analysis of the economic conditions of the county and region.
- The **SWOT Analysis** identifies the critical internal and external factors (assets, challenges, threats) that affect the county's economic development potential. Along with the data analysis, findings from the SWOT lead to recommendations and strategies that focus on leveraging strengths and opportunities, overcoming weaknesses or challenges, and mitigating threats.
- The **Action Plan** is designed to implement the strategies and achieve the goals. The Amador County Strategic Action Plan follows six critical Economic Development and Vitality Indicators. Each action item has sufficient detail to ensure all stakeholders understand the who, what, why, and when for organized and efficient implementation.
- The **Performance Metrics** will assist the county in tracking implementation of the CEDS and its impact on the regional economy.
- The concept of **Economic Resilience** is addressed throughout the CEDS document. Specific actions to counter the risks and challenges noted in the Technical Report and SWOT sections are included in the Action Plan as are performance metrics.
- A summary of the **Implementation and Management** of the CEDS is provided as an ongoing tool to ensure the Action Plan's successful execution.
- A discussion of strong **Public Engagement** is the final section of the CEDS.

The following pages introduce the key elements of the Strategic Action Plan.

## SWOT Analysis

STRENGTHS	CHALLENGES
<ul style="list-style-type: none"> <li>▪ Desirable community</li> <li>▪ Existing industry sectors</li> <li>▪ Education improvements</li> <li>▪ Existing visitor market</li> </ul>	<ul style="list-style-type: none"> <li>▪ Economic growth</li> <li>▪ Community resources</li> <li>▪ Workforce, talent pipeline</li> <li>▪ Educational attainment</li> <li>▪ Visitor amenities</li> </ul>
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> <li>▪ Diversify, expand, and attract job-creating industry</li> <li>▪ Provide infrastructure</li> <li>▪ Support entrepreneurs</li> <li>▪ Strengthen workforce skills</li> </ul>	<ul style="list-style-type: none"> <li>▪ Recession</li> <li>▪ Loss of revenue</li> <li>▪ Natural disasters</li> <li>▪ Utility disruptions</li> </ul>

## Vision

"We, the citizens of Amador County, envision the county as a place known for its high-quality rural lifestyle, historic resources, healthy natural environment, vibrant local economy, scenic resources and vistas, and services that meet our people's needs." <sup>1</sup>

## Economic Development Goals

- Improve the availability, reliability, and speed of communication services for businesses, workers, students, and residents.
- Create a stronger and more diverse economic base.
- Increase affordable housing and rental options.
- Develop a workforce with the academic and technical skills necessary for careers today and tomorrow.

## Strategies

1. Enhance the business climate through strategic policies, partnerships, and public/private investment.
2. Attract, retain, and expand diverse, high-value economic base industry sectors that increase economic strength and resiliency.
3. Support innovative and strategic demand-driven education and training programs that build career pathways in K through 12, articulates through the university level and serves the technical and professional needs of businesses.

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<sup>1</sup> Source: Amador County General Plan, 2016

## Action Plan

AMADOR COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT ACTION PLAN	
Economic Development Vitality and Resiliency Indicator	Actions
Economic Development and Job Creation	<ol style="list-style-type: none"> <li>1. Establish a collaborative business visitation program</li> <li>2. Support entrepreneurs</li> <li>3. Build a countywide e-commerce website</li> <li>4. Create an investment prospectus for the Opportunity Zone</li> <li>5. Enhance the visitor experience</li> <li>6. Attract traded-sector businesses that support and complement the existing industries in Amador County</li> </ol>
Education and Talent Supply	<ol style="list-style-type: none"> <li>7. Strengthen academic performance</li> <li>8. Fill the talent pipeline</li> <li>9. Develop and expand career technical education pathways</li> </ol>
Business Climate and Competitiveness	<ol style="list-style-type: none"> <li>10. Prepare the priority development sites</li> <li>11. Review the development process to ensure it is efficient and business-friendly</li> </ol>
Physical Infrastructure	<ol style="list-style-type: none"> <li>12. Support city, county, and special districts' initiatives and applications for funding to develop critical infrastructure</li> </ol>
Equitable and Sustainable Communities	<ol style="list-style-type: none"> <li>13. Actively pursue public/private partnerships and funding to increase affordable housing options</li> <li>14. Support and collaborate with efforts to increase affordable child care</li> <li>15. Increase walkability within and connections between communities and employment centers</li> </ol>
Threats to Resiliency	<ol style="list-style-type: none"> <li>16. Reduce the threat of wildfire to Amador County businesses and residents</li> </ol>

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# Technical Report Summary

This Technical Report Summary is organized by key foundational economic development vitality and resiliency indicators: Education and Talent Supply, Economic Development and Job Creation, Business Climate and Competitiveness, Physical Infrastructure, Equitable, and Sustainable Communities, Threats to Resiliency, and SWOT. The findings of the Technical Report were used to develop the strategic initiatives and actions contained in the Action Plan. The full Technical Report is included in the Appendix.

## Educational Attainment

Increasing educational attainment and talent supply is an important foundational strategy for Amador County to initiate transformation. Educated and skilled talent is the cornerstone of a sustainable economic future. The majority of jobs created in this country over the next ten years will require some post-secondary education. Trends in Amador County indicate this future may be threatened by several factors, including:

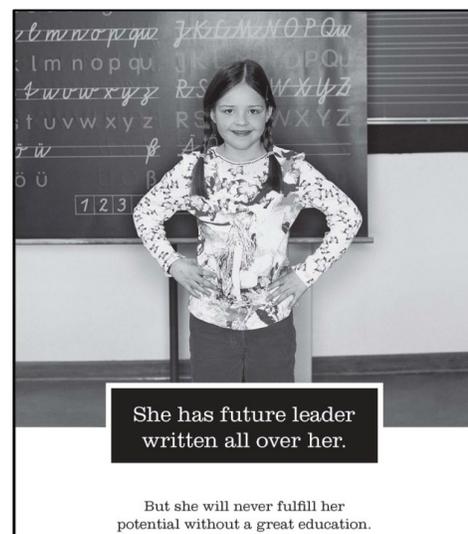
- High school completions are up, but the completion of higher degrees is falling behind (an essential indicator of a skilled talent pool).
- Students in the county do not perform as well on state assessment tests.
- SAT scores are higher than the state average, however, consistently fewer Amador County students take the SAT.
- The talent pipeline, the source of the future workforce, is flat.

The critical importance of a well-funded education and technical training system cannot be overstated. Educational attainment is a key ingredient for social and economic mobility. It increases the productivity of workers and can provide a pathway to higher-paying work.

Many of the challenges faced by the county to create a better and more robust educational system are hampered by low incomes, stagnant job and population growth, and limited funding. Strategies and initiatives contained in the Action Plan will help address these key socio-economic issues which will in turn influence the educational trends currently being experienced.

Local efforts underway to move the needle on educational attainment include:

- Consideration of a bond measure to upgrade Amador County USD school buildings and facilities in 2022.
- Amador County USD membership and implementation of Advancement Via Individual Determination (AVID), a national program to close the opportunity gap in college graduation rates and college and career readiness and success.



- Support and implementation of Career Technical Education (CTE) through recognized career pathways and dual enrollment agreements and partnerships with local community colleges.
- Amador College Connect makes a four-year degree possible without leaving the county.
- Partnerships with local community colleges and the Mother Lode Job Training Consortium to focus on educational pathways that result in industry-recognized training leading to careers with living wages.

Transforming Amador County's socio-economic profile into a more balanced and resilient economy is dependent on many diverse and interconnected factors. At the top of the list, however, is employment growth and wages. It's hard to have a good quality of life without a job and nearly impossible to get a job that pays a family-sustaining wage without education and skills. Helping students identify and pursue a career pathway that leads to the completion of a degree or certificate is paramount.

## Workforce Supply and Demand

Building a strong talent pipeline is a critical factor in a community's ability to compete and prosper. A skilled workforce helps to retain existing employers and attract new jobs, companies, and investment. High population growth rates for younger working-age persons (ages 25-44) suggest new residents are attracted to an area, growing the workforce, adding to the innovation base, and launching new businesses. The Amador County talent pipeline, the source of the future workforce, is flat. There is no growth in the 0-19 age group (Gen Z) and little growth in the 20-39 age group to replace aging workers. Amador County's share of youth is consistently below that of the state, with the most significant difference in the 25- to 34-year-old age group (Millennials). The percent of Experienced Workers (ages 40-59) is also declining (further constricting the labor pool). The Retiring Soon age group (ages 60-79) leaving the workforce is growing. The shrinking talent pipeline is a red flag to businesses.

*“Any community unable to attract and hold talent will join a growing number of economically doomed places where economic development is impossible.”*

*Mark Lautman,  
When the Boomers Bail*

The Central/Mother Lode Regional Consortium's 2019 Regional Plan found the largest undersupply of middle-skill workers in the business sector, followed by retail, hospitality, construction (including energy and utilities), and health care.

Soft skills, such as effective communication, English, and customer service are the baseline skills most highly sought by employers.

Maintaining and increasing training (soft and hard skills) for occupations that are growing in the county and region that support industry targets (manufacturing, agriculture, natural resources, health care, hospitality, information technology, and construction) will help to fill the skills gap of the resident workforce and aid in efforts to attract targeted industry sectors.

# Economic Development and Job Creation

## INDUSTRY TRENDS

Amador County's economy, like others, depends on a balance of three sectors (Traded, Population Driven, Visitor Sector). Many businesses are a hybrid of population and visitor-serving. They provide goods and services to locals and those who are traveling through Amador County to other destinations, e.g. restaurants, service stations. Traded sector businesses provide goods and services to customers outside of the region; they export goods and import dollars. The importance of the traded sector versus population-serving businesses is that the traded sector tends to offer higher wages which enables employees to increase spending on household items and adds to disposable income. Amador County's economy is heavy on the retail and service industries—82 percent of the employment in Amador County is in the population-driven and visitor markets.

Even though government is not an industry, it accounts for over 10 percent of employment in Amador County, a disproportionately larger share than the statewide 4.5 percent. In 2016, over 46 percent of reported personal earnings were derived from the government.

A decline in the government sector locally would therefore have a disproportionately negative impact on employment and earnings. Severe fiscal problems experienced by local, state, and federal governments (as currently experienced due to COVID-19) could increase the drag on the county's economy and prolong economic recovery, while also hurting public services.

In addition to paying employees and providing public services, federal, state, and local governments are substantial buyers of goods and services from private businesses. Spending cuts, employee furloughs, and layoffs by government entities doing business in the county could affect local business health and growth.

The population- and visitor-serving businesses have been among the hardest-hit during the COVID-19 pandemic and economists predict they will be among the last to recover. Adding to the COVID-19 impact, recent and ongoing fires and resulting smoke and unhealthy air quality have further negatively impacted both the visitor and local serving businesses.

Over the past eight years, in Amador County, the following industries have added jobs, are growing faster than the US average (for that industry) and are expected to continue to have positive job growth or output. These industries include:

- Agriculture
- Mining
- Manufacturing
- Power Generation
- Professional Services
- Health Care Services
- Hospitality
- Transportation and Logistics

*“Economic development is about acting to ensure that the economy of your community (income and savings) grows faster than your population (service burden or expenses) so the community has the extra resources in the future to finance improvements.”*

*Mark Lautman,  
When the Boomers Bail*

Diversifying the economy to include a greater share of traded sector businesses will improve the stability and resilience of Amador County's overall economy, and lessen the economic impacts associated with catastrophic events, such as COVID-19 on a single industry sector. Industry diversification and resiliency strategies are presented in the Action Plan.

### TARGETED INDUSTRY SECTORS

The following industries are targeted for attraction, startup, expansion, and retention in Amador County. The industry targets align with the regional marketing and workforce development groups' industry focus—Central Sierra Economic Development District and the Mother Lode Workforce Development Board and Job Training. These industry sectors represent the foundation for innovation, competitiveness, and support the diversification of the economic base, improved health, sustainability, energy self-sufficiency, resiliency, and shared prosperity.

- Manufacturing
- Agriculture and Support Services
- Natural Resources (biomass, forest products, and management, mining)
- Health Care
- Hospitality (tourism)
- Information Technology
- Construction

Success with diversification and especially with the attraction and retention of industry sectors that provide a family-sustaining wage will largely be dependent on upgrading the educational attainment and skill level of the resident workforce.

## Labor Force and Employment Growth

Amador County faces several challenges related to the labor force and employment growth including:

- The average annual population growth in Amador County is less than one percent.
- The growth of the talent pipeline, which is the source of future workers, is flat.
- The educational attainment of the workforce age group (25 to 64 years) lags that of the state.
- Less than half (44 percent) of the labor pool is participating in the workforce which is far below the statewide participation rate of 63 percent.

Building and sustaining a diverse economy by attracting and retaining industry sectors that provide a family-supporting wage depends largely on having a resident workforce that is large enough and has the appropriate education and skills sufficient to meet employers' current and future hiring needs.

## Development Opportunities

Balancing the needs of the resident population with the need to continue investment in physical infrastructure to accommodate growth and support job-creating industry will be challenging. Currently, Amador County and its cities have a limited inventory of fully improved industrial property. Lack of industrial property improved with off- and on-site infrastructure is a major obstacle to economic growth. The county continues to remain non-competitive with other regional locations due to this limitation. Development opportunities for the county and cities are listed below. The realization of the economic development potential of these areas will depend on securing funding for these infrastructure improvements.

The county has four principal development areas that offer opportunities for industrial and commercial growth (Martell Regional Service Center, Pine Grove, Buckhorn, and River Pines Town Centers). The Martell Regional Service Center is the largest, over 679 acres, with 33 percent, or approximately 225 acres zoned for commercial and industrial use. The Martell Regional Service Center also includes two fully improved industrial business parks that can accommodate additional growth. The Pine Grove, Buckhorn, and River Pines Town Centers offer approximately 238,000 square feet of land available for commercial development.

- The City of Lone has over 1,300 acres of land planned for industrial use (all unimproved), an 80-acre former youth correctional facility (now abandoned and surplus State property), and commercial development opportunities in the historic downtown core.
- The cities of Jackson, Amador City, and Sutter Creek have development opportunities in their historic downtown core; however, any future development is dependent on the availability of supporting physical infrastructure.

## Business Climate and Competitiveness

### REGULATORY PROCESS, FEES, AND INCENTIVES

California is a high-cost state. Among the factors cited as contributing to the high business costs in California are business taxes that are 22 percent higher than the national average, workers' compensation rates 61 percent higher than average, one of the highest minimum wage rates in the nation, stricter overtime rules, and higher litigation costs.<sup>2</sup>

Given this uneven start out of the gate, Amador County and cities work hard to establish and implement local policies and programs that foster a competitive business climate. Because of the state's high business costs, Amador County's best opportunity for new business locations are often companies already located in California that are expanding, or businesses considering a move out of the state due to high costs at their current location.

A competitive business climate includes a collaborative, seamless, consistent, and easy to understand the permitting process and regulatory system. Friendly and timely customer service is another key component of economic development competitiveness. Removing barriers to business growth and development, providing specialized services and infrastructure that helps reduce costs, increase efficiency, and increase local businesses' market share makes the county a more competitive business environment.

Commitment to seeking innovative incentives and implementing business-friendly regulatory processes will be critical to achieving the county's economic potential. A continuing challenge is the need to balance the consideration and provision of incentives with the need to measure the benefits of these incentives relative to the cost of the public expenditure and contribution to social equity.

### SMALL BUSINESS AND INNOVATION

Small business is big business in Amador County; 58 percent of the businesses in the county have less than five employees and 99 percent have less than 50 employees. One of the biggest obstacles to small business growth is access to capital. Declining creditworthiness of small business borrowers, an unwillingness of banks to lend money to small businesses, and tightened regulatory standards on bank

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<sup>2</sup> <https://cfce.calchamber.com/wp-content/reports/CFCE-Cost-of-Doing-Business-in-California.pdf>

loans have all been barriers to small business growth. Various non-conventional loan programs in the region provide much-needed capital to support startups and small businesses. These programs have contributed to the growth of small businesses, however, additional targeted efforts to increase access to these resources is needed.

Innovation contributes to increased economic diversity and resiliency. Increasing innovation in Amador County will require building a skilled talent pool, enhancing entrepreneurial and small business support, and enhanced efforts to provide access to new technology and markets. Strategies that address innovation and small business development are provided in the Action Plan.

## GLOBAL COMPETITIVENESS

According to a joint project of the Brookings Institute and JPMorgan Chase, a US company with developed export markets is going to have 100 percent higher revenues, and be able to sustain a 70 percent larger staff at 20 percent higher wages on average, than their non-exporting competitors.<sup>3</sup> A global network reaching into diverse markets better equips a business to weather the kinds of economic downturns that have historically left Amador County and the Mother Lode region with lingering unemployment, while other regions have recovered.

Regional resources are available to Amador County businesses and entrepreneurs. However, a continuing challenge will be linking these global market and innovation resources with local entrepreneurs and businesses. Increased efforts to communicate resource availability more effectively through local outlets (chambers of commerce, cities, county, and regional providers) will be important to increase access and use of these sources of technical assistance and financing by local businesses and entrepreneurs.

## Physical Infrastructure

The quality of the county and city's infrastructure is critical to their ability to grow and maintain a vibrant economy. Efficient and well-maintained infrastructure will make the county more competitive and able to accommodate business and job growth. Investments in broadband, transportation, water, and wastewater are critical assets that support economic vitality and quality of life. Given the enormous costs associated with infrastructure creation, maintenance, replacement, and operation, affordable funding mechanisms are needed to ensure that needed investments are made in a timely manner and to address backlogs and keep pace with new growth.

The county, cities, and special districts continue to invest in physical infrastructure to expand services to new developing areas, replace deficient equipment, and maintain existing services. Many of these improvements were financed using federal and state grants and low-interest loan programs. Recent infrastructure projects include expansion of road and bridge improvements, water and wastewater treatment facilities, and park and recreation facilities.

In the Development Opportunities subsection, development areas in the county and cities were listed and described. The realization of the economic development potential of these areas will be dependent on securing funding for infrastructure improvements. Over \$400 million in capital improvements needed to support job and economic growth are listed in the Technical Report. Among the capital improvement projects are:

- Transportation, road, and bridge repairs and improvements
- Traffic and pedestrian circulation improvements

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<sup>3</sup> [California Central Valley Export Plan – Brookings Institution and JPMorgan Chase](#)

- Airport hangar improvements
- Electric car charging station installations
- Infrastructure extension, installation, and capacity improvements including broadband, water, sewer, wastewater, and power

## **EQUITABLE AND SUSTAINABLE COMMUNITIES**

Equitable development means making public and private investments in communities that support those most in need and that considers the history and current conditions so that future outcomes are equitably distributed, both for those currently living and working in the county, as well as new arrivals.

With lower per capita and household incomes, lower educational attainment, and other socio-economic conditions that impact the quality of life, strategic initiatives designed to address these core issues are needed. Education, training, and economic development partners will need to strengthen efforts to increase educational attainment and skill development to ensure that as job growth occurs, residents will benefit. Continued community engagement so that people can gain some measure of ownership over the future of their neighborhoods is also very important.

## **Threats to Resiliency**

Amador County's reliance on the visitor, population-based, and government sectors as the primary source of jobs and revenue is a threat to a sustainable economic future. Continued efforts to foster a culture of innovation and diversity to the economic base through targeting expanding and emerging sectors that are a good match with the county's unique assets and competitive strengths will provide stability during downturns that disproportionately impact these sectors, as evidenced by the current COVID-19 pandemic and poor air quality due to wildfires in the west and northwest. Robust strategies to address pandemics, natural disasters (particularly wildfire), and regulatory issues (PSPS and fire insurance) are more difficult to address at the local level. Strategies that address key issues associated with threats to resiliency are presented in the Action Plan.

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# SWOT Assessment

The Strengths Weaknesses Opportunities and Threats (SWOT) assessment process has been used by businesses for decades to determine preferred strategies and identify risks and opportunities within a market. Communities similarly use a SWOT analysis. The primary objective of conducting an Economic Development SWOT analysis for a community is to create full awareness of all the factors considered when businesses are deciding on the best location for their operations.

The findings from a SWOT lead to recommendations and strategies that focus on leveraging strengths and opportunities, overcoming weaknesses or challenges, and mitigating threats.

**Strengths** are tangible and intangible assets a community has and can offer businesses. Strengths and assets set a community apart and give it a competitive advantage over its competition. For example:

- Highly talented workforce
- Market-ready industrial and commercial sites and buildings
- Physical location and natural resources
- Market access (highways, commercial airport, deep water port)
- Operating costs including wages, fee structure
- Community vision
- Quality of life (safety, education, amenities)

**Weaknesses** are factors that detract from a community's economic development competitiveness. A weakness constricts or limits a community from reaching its desired goal. For example:

- Debt, or lack of financial resources
- Population growth rate and demographics
- Quality and quantity of workforce
- Insufficient infrastructure capacity

**Opportunities** refer to factors that offer a potential competitive advantage and contribute to goal and objective achievement. For example:

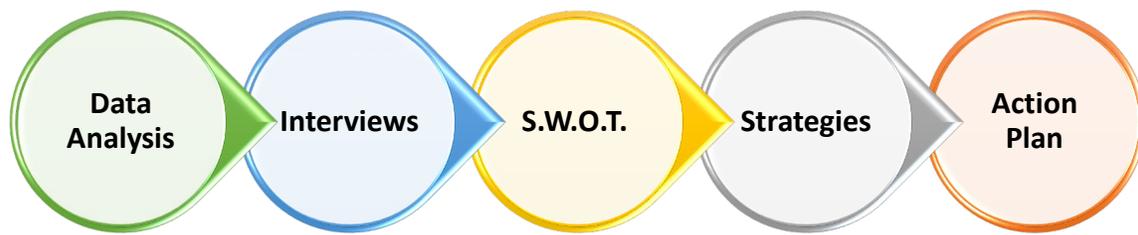
- Land owned by a jurisdiction that needs infrastructure to make it market-ready
- Existing organizations that could collaborate to provide new or a wider range of services
- Economically strong businesses that may be ready to expand operations
- Industry clusters with similar suppliers that could be targeted for attraction

**Threats** are external factors that put a community or economy at risk, and they are often beyond a community's direct control. However, jurisdictions may be able to put in place programs or contingency plans to respond to the threat. For example:

- Natural disasters (wildfire, drought, earthquake)
- Economic shifts
- Federal and state regulations

The Amador County SWOT Assessment is a culmination of data and trends analysis presented in the Technical Report (see Appendix), a review of background documents, several dozen personal interviews with community stakeholders, and the findings from an online social engagement website and survey designed specifically for the Amador County CEDS (see Appendix).

The economic development strategies resulting from this SWOT are based on (1) taking advantage of the county's strengths and assets; (2) mitigating the challenges; and (3) advancing the opportunities; all of which are (4) validated through interviews; and (5) supported with a detailed action plan for implementation.



## Strengths and Assets

<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>▪ Resident/business involvement and engagement</li> <li>▪ General Plan updates, permitting, new online systems, and specific plans</li> <li>▪ Low crime</li> <li>▪ Historic downtowns</li> <li>▪ Full-service communities, e.g. jobs, shopping, health care, parks, and recreation</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ Business and residents desire a well-maintained and well-planned community with the services and amenities necessary for a high quality of life</li> </ul>
<p><b>ECONOMY</b></p> <ul style="list-style-type: none"> <li>▪ Favorable cost of living compared to the state</li> <li>▪ Entrepreneurial spirit</li> <li>▪ Declining poverty level</li> <li>▪ Established agricultural base and growing industries including increasing recognition as a quality grape and wine region</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ Lower cost of living is a favorable sign for new residents, new businesses, and potential entrepreneurs</li> <li>▪ Entrepreneurship improves the standard of living and creates wealth for the entrepreneur and related businesses (suppliers). This wealth is most often kept within the community as locally owned businesses are more likely to contribute to community projects, support local charities, youth sports, etc.</li> </ul>

## Strengths and Assets

	<ul style="list-style-type: none"> <li>Job and output growth along with a declining poverty rate are indications of economic growth</li> </ul>
<p><b>WORKFORCE AND EDUCATION</b></p> <ul style="list-style-type: none"> <li>High school graduation rate is improving</li> <li>More rigorous high school graduation requirements</li> <li>Local access to post-secondary education through Amador College Connect</li> <li>Career technical education (CTE) and pathway agreements with community colleges</li> <li>Mother Lode Job Training, Amador Economic Prosperity Center</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>Employers seek an existing educated and skilled workforce and assurance of a continuous pipeline of skilled labor</li> <li>Established linkages between primary and post-secondary educational institutions and workforce demonstrate a recognition of the importance of skilled labor to business success and the local economy</li> </ul>
<p><b>TOURISM</b></p> <ul style="list-style-type: none"> <li>Existing visitor market which is driven by wine tastings, outdoor recreation, history</li> <li>Sites on the National Register of Historic Places and California Historical Landmarks</li> <li>Historic ambiance and character is maintained and valued</li> <li>Natural resources and venues offer a wide range of outdoor recreation</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>Historic and natural resources are a competitive advantage—they are rare, valuable, and hard to imitate—and they will continue to attract visitors</li> </ul>

## Challenges

<p><b>COMMUNITY</b></p> <ul style="list-style-type: none"> <li>Budget constraints and loss of revenue to businesses and jurisdictions due to COVID-19</li> <li>Aging infrastructure, limited capacity, and financial constraints to supporting improvements or expansion of visitor and resident amenities (parks, recreation, sidewalks, pathways, etc.)</li> <li>Housing shortage for workers</li> <li>Limited public transportation</li> <li>Unmet demand for subsidized child care</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>The pandemic and pending economic shift bring a greater potential for business closures and job losses</li> <li>Less money to support economic expansion and maintenance of existing facilities, services, and resources</li> <li>Lack of affordable housing is a constraint to employment growth and expansion of the labor pool</li> </ul>
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# Challenges

<ul style="list-style-type: none"> <li>▪ Threat of wildfires</li> <li>▪ Cost of fire insurance</li> <li>▪ Regional organizations are spread thin with large geographic areas to cover with limited resources</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lack of public transportation and subsidized child care limits employment opportunities for some</li> <li>▪ Wildfire threat impacts home security and the cost of insurance for existing and potentially new buyers</li> <li>▪ Budget constraints limit resources and services offered by regional organizations</li> </ul>
<p><b>ECONOMY</b></p> <ul style="list-style-type: none"> <li>▪ Very little growth in personal income and a substantial share comes from retirement or disability benefits</li> <li>▪ Stagnant population growth</li> <li>▪ The economy is heavily weighted on retail and service sectors</li> <li>▪ Entrepreneurial spirit not well-supported with business assistance services</li> <li>▪ Market access via two-lane state highways</li> <li>▪ Limited commercial/industrial land and buildings that is fully served with infrastructure</li> <li>▪ Limited access to broadband throughout the county, especially in the more rural areas</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ Income derived from transfer payments or passive earnings (e.g. retirements, disability) versus work earnings indicates a sluggish economy</li> <li>▪ Slow growth in personal earnings means less discretionary income, less spending, and a decline in sales tax revenues</li> <li>▪ The flat population growth suggests a weak consumer market demand</li> <li>▪ A higher share of employment in retail and services is concerning as these industries typically pay lower wages</li> <li>▪ The economic impact derived from higher-skilled and higher-wage jobs is much greater</li> <li>▪ With limited help and support for business and entrepreneurs, (e.g. small business counseling, financing, mentoring) the county could be losing business startups and expansions</li> <li>▪ Lack of interstates or major four-lane highways limits the county's ability to support distribution reliant businesses</li> <li>▪ Limited sites and buildings make Amador County less competitive with communities that have ready-for-market properties</li> <li>▪ Limited access to high-speed broadband restricts the county's ability to support businesses, home-based entrepreneurs, and telecommuters reliant on broadband</li> </ul>

# Challenges

<p><b>WORKFORCE</b></p> <ul style="list-style-type: none"> <li>▪ Slow/flat population growth and low labor participation rate</li> <li>▪ One-half of Amador County workers are imported from other counties; three-quarters of the working population leave the county for employment</li> <li>▪ No growth in the talent pipeline to replace experienced workers exiting the labor force</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ Flat population growth and school enrollment, coupled with a lower share of youth, and a higher share of older residents indicates a limited labor pool and talent pipeline</li> <li>▪ A significant number of out-commuters, low labor force participation rate, and the housing shortage force businesses to look outside the county to attract workers and new prospective businesses may reject the county for other locations with a more robust labor pool and talent pipeline</li> </ul>
<p><b>EDUCATION</b></p> <ul style="list-style-type: none"> <li>▪ Share of the population with four-year degrees is declining</li> <li>▪ Educational attainment of the workforce age group (25 to 64 years) is declining</li> <li>▪ Low scores on the mandated CAASP standard assessment tests given to grades 3-8 and 11</li> <li>▪ Many school facilities and infrastructure are old and in need of repair; recent bond measure failed</li> <li>▪ Limited education or training programs for occupations projected to be in demand</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ The declining share of the population with four-year degrees indicates that college-bound students may not be completing their studies</li> <li>▪ The majority of living-wage jobs require some level of post-secondary education</li> <li>▪ Potential new employers will judge the county's commitment to education by both the physical assets and academic achievement</li> <li>▪ Employers expect skills training, programs, and pathways to be in place</li> </ul>
<p><b>TOURISM</b></p> <ul style="list-style-type: none"> <li>▪ Limited amenities</li> <li>▪ Lack of wayfinding signage</li> <li>▪ Limited local coordination, cross-promoting</li> <li>▪ No 24/7 information kiosk for the region</li> <li>▪ No four-star lodging</li> <li>▪ Limited meeting rooms</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ Visitor expectations include easily accessible information, free parking, places to sit and relax, a clean and safe environment, public restrooms, hospitable and quality service, family-friendly recreation, free high-speed connectivity, and emergency services</li> <li>▪ The shortage of four-star lodging choices limits higher-income visitors and businesses</li> <li>▪ The lack of accommodations with meeting and break-out rooms limits the business and social conference market</li> </ul>

# Opportunities

<p><b>DIVERSIFY THE ECONOMY BY</b></p> <ul style="list-style-type: none"> <li>▪ Attracting manufacturing firms that supply and support existing growing industries (e.g. agriculture, wine, recreation, construction, and natural resources)</li> <li>▪ Supporting the expansion of the health care sector with services that meet the needs of the aging population</li> <li>▪ Attracting new businesses and services that support the tourism and recreation industries</li> <li>▪ Providing the necessary visitor infrastructure</li> <li>▪ Securing infrastructure funding for city and county development opportunity areas</li> <li>▪ Packaging and marketing the Opportunity Zone (e.g. Cedar Mill site)</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ A diversified economy is more resilient</li> <li>▪ Expanding industries like manufacturing and medical services will bring more skilled jobs that provide better wages; without this, retail and service sectors remain the primary drivers for economic growth</li> <li>▪ Existing manufacturing firms should welcome new vendors and/or customers locating in Amador County</li> <li>▪ Supporting the visitor market with amenities and infrastructure could open it up to new, broader markets which in turn creates demand for additional lodging, restaurants, etc. and increases revenues</li> <li>▪ The Opportunity Zone offers unique investment prospects, making it more attractive to potential investors and businesses</li> </ul>
<p><b>ENHANCE BUSINESS DEVELOPMENT BY:</b></p> <ul style="list-style-type: none"> <li>▪ Supporting entrepreneurship and small businesses</li> <li>▪ Pursuing greater broadband access, especially within the development opportunity areas</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ A large percentage of businesses in Amador County employ less than ten. Business assistance to small and micro-businesses and entrepreneurs is critical now and in the future</li> <li>▪ Lack of broadband is a limiting constraint to business development</li> </ul>
<p><b>STRENGTHEN WORKFORCE AND EDUCATIONAL ATTAINMENT BY:</b></p> <ul style="list-style-type: none"> <li>▪ Creating and expanding education and training opportunities for in-demand occupations, through career pathways, industry-relevant credentials, apprenticeships, etc.</li> </ul>	<p><b>SIGNIFICANCE</b></p> <ul style="list-style-type: none"> <li>▪ Enhanced education and training opportunities for in-demand occupations will lead to educational attainment and employment in living wage jobs</li> <li>▪ Building a strong talent pipeline is a critical factor to a community's ability to compete and prosper</li> </ul>

## Threats

### POTENTIAL THREATS

- Recession, which the ability to address threats
- Reduced revenue stream
- Natural disasters (wildfires)
- Federal and State downsizing
- Health-related disasters, pandemics
- Cost and availability of insurance
- Utility disruptions (PSPS)

### SIGNIFICANCE

- Weaknesses or challenges identified through a SWOT analysis can be mitigated
- Threats are factors or situations over which communities have limited or no control
- Currently, the economic stress caused by the COVID-19 pandemic, and to a lesser degree, the recent wildfires will continue to have a strong negative impact on the economy
- At best, communities should be prepared with plans in place to respond quickly and coordinate resources to manage the threat

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# Action Plan

The Action Plan presented in this section implements the goals of the 2021-2025 Amador County Comprehensive Economic Development Strategy by addressing the challenges and opportunities identified in the Technical Report (e.g. educational attainment, infrastructure needs).

The Action Plan is organized by six critical Economic Development and Vitality Indicators. Table 1 is a summary of the 16 specific action items for each of the Economic Development and Vitality Indicators. Each action item has sufficient detail to ensure all stakeholders understand the who, what, why, and when for organized and efficient implementation.

Following the Action Plan are tools for managing implementation and performance monitoring.

## Vision

"We, the citizens of Amador County, envision the county as a place known for its high-quality rural lifestyle, historic resources, healthy natural environment, vibrant local economy, scenic resources and vistas, and services that meet our people's needs." <sup>4</sup>

## Economic Development Goals

- Improve the availability, reliability, and speed of communication services for businesses, workers, students, and residents.
- Create a stronger and more diverse economic base.
- Increase affordable housing and rental options.
- Develop a workforce with the academic and technical skills necessary for careers today and tomorrow.

## Strategies

1. Enhance the business climate through strategic policies, partnerships, and public/private investment.
2. Attract, retain, and expand diverse, high-value economic base industry sectors that increase economic strength and resiliency.
3. Support innovative and strategic demand-driven education and training programs that build career pathways in K through 12, articulates through the university level and serves the technical and professional needs of businesses.

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<sup>4</sup> Source: Amador County General Plan, 2016

**Table 1. Summary Action Plan**

<b>AMADOR COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT ACTION PLAN</b>	
<b>Economic Development Vitality and Resiliency Indicator</b>	<b>Actions</b>
Economic Development and Job Creation	<ol style="list-style-type: none"> <li>1. Establish a collaborative business visitation program</li> <li>2. Support entrepreneurs</li> <li>3. Build a countywide e-commerce website</li> <li>4. Create an investment prospectus for the Opportunity Zone</li> <li>5. Enhance the visitor experience</li> <li>6. Attract traded-sector businesses that support and complement the existing industries in Amador County</li> </ol>
Education and Talent Supply	<ol style="list-style-type: none"> <li>7. Strengthen academic performance</li> <li>8. Fill the talent pipeline</li> <li>9. Develop and expand career technical education pathways</li> </ol>
Business Climate and Competitiveness	<ol style="list-style-type: none"> <li>10. Prepare the priority development sites</li> <li>11. Review the development process to ensure it is efficient and business-friendly</li> </ol>
Physical Infrastructure	<ol style="list-style-type: none"> <li>12. Support city, county, and special districts' initiatives and applications for funding to develop critical infrastructure</li> </ol>
Equitable and Sustainable Communities	<ol style="list-style-type: none"> <li>13. Actively pursue public/private partnerships and funding to increase affordable housing options</li> <li>14. Support and collaborate with efforts to increase affordable child care</li> <li>15. Increase walkability within and connections between communities and employment centers</li> </ol>
Threats to Resiliency	<ol style="list-style-type: none"> <li>16. Reduce the threat of wildfire to Amador County businesses and residents</li> </ol>

# Economic Development and Job Creation

## ACTION 1. ESTABLISH A COLLABORATIVE BUSINESS VISITATION PROGRAM

Rationale	<p>Implements Strategy 2.</p> <p>An active business visitation program is important to existing businesses and prospective new businesses. Any company considering locating in a community wants to know that they will continue to be an important part of the community year after year. And existing businesses are a good source of leads for business attraction. Through their connections and industry networks, they may know of other businesses (customers or vendors) seeking new locations.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Determine the commercial and industrial businesses to be visited. Areas should be drawn so that each can be walked in the time allotted. Consider sectioning the areas by city, downtown street, industrial park, etc.</li> <li>• Determine the frequency of business walks based on the number of team members available and the number of businesses to be visited.</li> <li>• Schedule each walk. Specific days and times may have to be adjusted throughout the year, but having a set schedule makes it easier for the team members to know when to expect the business walk.</li> <li>• Visit as many businesses as possible in the area selected for that day in the timeframe specified. Three or four teams of two people canvassing an area can expect to reach 25 to 30 businesses.</li> <li>• These are informal visits lasting five to fifteen minutes, ask how the business is doing and determine if there are any specific needs or opportunities for training, financing, assistance, new markets, etc.</li> <li>• Leave behind a business card or postcard with contact information, resources available, upcoming events, workshops, pending street or infrastructure improvements in the area, and opportunities for businesses to be more involved in the county or city's economic development efforts.</li> <li>• If specific needs are identified during the visit (financing, expansion, hiring, training, etc.) make a record of the follow-up required and refer it to the appropriate person.</li> <li>• Follow up to ensure that information or services were provided and the business is satisfied.</li> </ul>
Lead	To be determined.
Support Team	MLJT, SBDC, Chamber, Cities, County, CEDS Committee
Performance Measurement(s)	<p>Number of new business locations</p> <p>Number of local business expansions</p> <p>Number of businesses assisted, issues resolved</p> <p>Reduced vacancies</p>
Timeline	To be determined.

**ACTION 2. SUPPORT ENTREPRENEURS**

Rationale	<p>Implements Strategies 1 and 2.</p> <p>A frequent comment during the community engagement (interviews) was the lack of help for small businesses. Fifty-eight percent of the businesses in the county have less than five employees and 99 percent have less than 50 employees, and a significant share of these businesses are locally-owned. The benefits entrepreneurs offer to a community's local economy include local wealth generation, local decision-making, strong community support and involvement, and an affinity to stay in the community. Entrepreneurs improve the standard of living and create wealth for the entrepreneur and related businesses such as their vendors.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Purchase Resources &amp; Tools for Business Success.</li> </ul> <p><i>Resources and Tools for Business Success</i> is a time-tested, subscription-based online tool that supports communities' business startup efforts by providing immediate access to local information and service providers. Local businesses and prospective entrepreneurs can easily find the information and resources they need to be successful. Amador County will be seen as the source of that information and assistance and will send the message that the county and cities are strong supporters of entrepreneurs and small business success.</p> <p>The subscription cost is a \$300 one-time setup fee and \$1,500 a year (for jurisdictions between 20,000 and 60,000 population). The annual subscription is payable quarterly or annually. The <i>Resources</i> staff is available to help bring in local sponsors and design local promotional flyers. It would take less than 30 days to have Amador County's site ready.</p> <ul style="list-style-type: none"> <li>• Establish a Small Business Development Center (SBDC) office in Amador County.</li> </ul> <p>Prepare a proposal to present to the San Joaquin Delta College SBDC director to fund an SBDC office in Amador County. The proposal should include: an identified person to manage the office, office location, a roster of potential local counselors, budget, letters of support from local banks, accounting firms, small businesses, and jurisdictions.</p>
Lead	To be determined.
Support Team	MLJT, County, Cities, Chamber, local merchants and associations, Amador County Council of Tourism
Performance Measurement(s)	New small business startups Resource subscription analytics
Timeline	To be determined.
Resource	<a href="#">Resources and Tools for Business Success</a> office 406.543.2275 cell 916.718.3311

**ACTION 3. BUILD A COUNTYWIDE E-COMMERCE WEBSITE**

Rationale	<p>Implements Strategy 2.</p> <p>Strong retail sales contribute to business success and growth, and a healthy local tax base which is important to jurisdictional budgets and funding critical community services.</p> <p>About half of the businesses responding to the public engagement survey stated that they have no online commerce. A collaborative e-commerce website will help these local retailers gain access to a global market. Visitors may also be interested in purchasing online from a store they remember visiting and enjoying.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Investigate the interest of local businesses in participating.</li> <li>• Based on the response, consider the financial feasibility.</li> <li>• If warranted, establish a volunteer task force to explore potential vendors to build or supply an e-commerce site.</li> </ul>
Lead	To be determined.
Support Team	Local retailers, Chamber, Amador County Council of Tourism, SBDC
Performance Measurement(s)	<p>Increased sales tax revenue</p> <p>Website analytics</p>
Timeline	To be determined.
Resource	<p><a href="#">Support Local</a> is an example of an e-commerce design firm that provides templates for a shared marketplace or one website for all participating Amador County merchants. The platform is designed for businesses that already have an e-commerce presence and those just starting.</p> <p>Popular and highly-rated do-it-yourself e-commerce website builders are <a href="#">Wix Stores</a>, <a href="#">Square Online</a>, and <a href="#">Big Commerce</a></p>

**ACTION 4. CREATE AN INVESTMENT PROSPECTUS FOR THE OPPORTUNITY ZONE**

Rationale	<p>Implements Strategies 1 and 2.</p> <p>Having an Opportunity Zone is not enough to attract an investor. The community must demonstrate that an investment will provide the investor with a market rate of return. The projects that are of interest to Opportunity Zone Fund Managers are those with documentation that the market will support the project and provide a reasonable return on investment.</p> <p>The best approach for marketing an Opportunity Zone is an investment prospectus designed to communicate the value proposition and investment opportunities and show developers and investors the Return on Investment (ROI).</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Agree on the preferred reuse of the parcel within the Opportunity Zone with the most immediate development potential (old cedar mill site). Possibilities include forest products or biomass; production, manufacturing, R&amp;D.</li> <li>• Provide enough detail in the prospectus that investors can effectually evaluate the feasibility, costs, and risk, e.g. general plan designation and zoning, infrastructure availability and capacity, preferred uses, site profile, financial feasibility pro forma, potential site layouts.</li> <li>• Add a "Development Opportunities" page to the County's website to house the prospectus.</li> <li>• Promote the prospectus to Opportunity Zone fund managers, investment firms, regional commercial and industrial real estate brokers, and target industries.</li> </ul>
Lead	To be determined.
Support Team	County, property owner(s), local investors, commercial/industrial real estate brokers, financial institutions, Certified Public Accountants, utilities
Performance Measurement(s)	New investment and employment growth in the Amador County Opportunity Zone
Timeline	To be determined.
Resources	<p><a href="#">CalOZ</a> is a nonprofit trade organization working to ensure the potential of California Opportunity Zones (OZs) is achieved.</p> <p>Two sample Opportunity Zone Prospectus: <a href="#">I-5 Investment Opportunities</a> and <a href="#">Stockton Opportunity Zones</a>.</p>

**ACTION 5. ENHANCE THE VISITOR EXPERIENCE**

<p>Rationale</p>	<p>Implements Strategies 1 and 2.</p> <p>The visitor market does three things: 1) it imports "new money" into the local economy that supports local government fiscal health, supplements the tax base, and helps pay for municipal services, amenities, and continued placemaking improvements; 2) it creates jobs for all skill sets; entry-level workers, semi-skilled, professional, management, and technical workers in a variety of occupations; and 3) it promotes new business development and opportunities for entrepreneurs.</p>
<p>Implementation Tasks</p>	<ul style="list-style-type: none"> <li>• Expand Amenities</li> </ul> <p>Develop and implement a branded, countywide wayfinding signage program that serves both pedestrians and vehicles in finding downtowns, restaurants, parking, historic venues, recreational sites, trails, parks, etc.</p> <p>Collaborate with city and county departments, and private property owners to add amenities that provide visitors with exceptional experiences and encourages extended stays; e.g., shaded seating in downtowns, open spaces, and small parks, easy pedestrian walkways, clean and safe restrooms, free wireless connectivity.</p> <p>Establish visitor information kiosks throughout the county that are available 24/7, require no staff, promote the entire county and cities, and orient visitors to indoor and outdoor venues.</p> <p>Supplement the physical kiosks with a digital version. Stay away from apps that require visitors to download the app for a one time use.</p> <ul style="list-style-type: none"> <li>• Provide Superior Customer Service</li> </ul> <p>Train front-line employees serving guests including retail and hotel clerks, restaurant servers, and visitor sites such as mine and cave tours, tasting rooms, museums, etc. Focus training on providing excellent customer service, local knowledge, folklore, history, and community events. Instill in everyone that they should consider themselves an ambassador for Amador County.</p> <ul style="list-style-type: none"> <li>• Promote</li> </ul> <p>Engage volunteer photographers to document events and build a photo library for use on community and visitor websites and social media.</p> <p>Engage volunteer writers to write and submit articles to local media and national travel journals and websites.</p> <p>Encourage local retailers to participate in visitor marketing by becoming well-versed in the details of events and or venues around the county (specific date, location, key events, the average number of visitors, similar events during the same time, how and where to find more information e.g. if registration is required).</p> <p>Encourage employees to engage customers in conversations that will lead to further discussion and promote other venues; e.g. "where are you from... what brings you to Amador County... have you visited...; have you seen..."</p> <p>Encourage hotels and retailers to have a guest book and collect visitor contact information (if they wish to volunteer it), and their home city.</p>

**ACTION 5. ENHANCE THE VISITOR EXPERIENCE**

	From the guest book establish a database of contacts, addresses, and/or emails for collaborative marketing and promotion.
Lead	To be determined.
Support Team	Amador County Council of Tourism, cities, county, downtowns, local retailers, Chamber, MLJT
Performance Measurement(s)	Increase in TOT revenue Amenities added Increase in retail sales tax Increased exposure; hits on chamber/tourism websites
Timeline	To be determined.
Resource	<a href="#">Destination Development Association</a> is a member-based organization that offers a video library, webinars, and other resources for communities engaged in the visitor market.

**ACTION 6. ATTRACT TRADED-SECTOR BUSINESSES THAT SUPPORT AND COMPLEMENT THE EXISTING INDUSTRIES IN AMADOR COUNTY**

Rationale	<p>Implements Strategy 2.</p> <p>A more diverse economy is a goal of the CEDS and the target industries identified are among those that have added jobs and are expected to continue to have positive job growth or output. To successfully attract new companies communities need to be organized and effective throughout the sales process thereby reducing the chance of being eliminated from the often long list of candidate locations.</p> <p>Because of the state's reputation as a highly regulated and costly state in which to do business, Amador County's best opportunity for new business locations are likely to be companies already located in California that are expanding, or businesses considering a move out of the state due to high costs at their current location.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Once site profiles are prepared (see Action 10: Prepare The Development Opportunity Sites), get them into the hands of regional commercial/industrial real estate brokers and developers so they understand the opportunity, the jurisdictions' plans, and goals for the sites. Given Amador County's limited human and financial resources to pursue potential industry targets, the county will need to rely on commercial/industrial real estate brokers and developers to market the sites.</li> <li>• Create a database of regional commercial/industrial real estate brokers and developers.</li> <li>• Send a letter or email introducing the priority sites, target industries, and development opportunities, with full contact information for requests for further information.</li> <li>• Continue to stay in touch and ensure they are aware of any changes to the sites, progress on infrastructure improvements, new business locations, etc.</li> <li>• When appropriate (post-COVID) consider hosting commercial/industrial real estate brokers and developers to an Amador County tour, visit the properties, meet property owners, city and county representatives who can talk about the market, development process, etc. Ask for their input on how you can support their marketing efforts, types of inquiries they receive, the type of information they need to sell your sites.</li> <li>• Be ready to put together a winning proposal as leads are received.</li> </ul>
Lead	To be determined.
Support Team	Cities, county, property owners, elected officials, special districts, and utility companies
Performance Measurement(s)	<p>New business locations</p> <p>Infrastructure improvements</p> <p>Increase in inquiries of opportunity sites</p>
Timeline	To be determined.
Resources	Site Visit Tips; Ideal Proposal Outline (Appendix)

## Education and Talent Supply

### ACTION 7. STRENGTHEN ACADEMIC PERFORMANCE

Rationale	<p>Implements Strategy 2.</p> <p>The majority of living wage jobs/careers require post-secondary education, certifications, and licenses.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Continue to embrace and expand Advancement Via Individual Determination (AVID) in Amador County schools.</li> <li>• Identify baseline performance (2019/20) metrics (see below) to accurately measure progress.</li> <li>• Share metrics with teachers and students and reasons for the tracking.</li> <li>• Continue to increase rigor in instruction and learning.</li> </ul>
Lead	To be determined.
Support Team	Amador County Unified School District, county, cities, teachers, principals, parents
Performance Measurement(s)	<p>Increase in the percentage of the population with a four-year degree</p> <p>Increase in the percentage of higher educational attainment</p> <p>Increase in the CAASP scores</p> <p>Increase in high school graduation rates</p> <p>Increase in the percentage of students taking SAT's</p> <p>Increase/create CTE tracks for target industry sectors</p> <p>Increase in funding for school facilities and technology</p>
Timeline	To be determined.

**ACTION 8. FILL THE TALENT PIPELINE**

Rationale	<p>Implements Strategies 2 and 3.</p> <p>To be successful, both new and existing employers need a robust pipeline of educated and skilled workers entering the workforce. Building a strong talent pipeline is a critical factor in a community's ability to compete, prosper, retain existing employers, and be attractive to new companies.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Actively lead and support the current trend of knowledge-based workers to locate in Amador County by promoting key assets (lower cost of living, small business entrepreneurial support, schools, and amenities).</li> <li>• Develop a website solely dedicated to this action.</li> <li>• Retool and upskill the existing workforce by partnering with local industry and business, MJLT, and local colleges and training providers to identify key skill sets and develop/expand education/training programs to meet the demand.</li> </ul>
Lead	To be determined.
Support Team	Employers and industry associations and organizations (e.g. Amador County Vinters Association, Amador Fire Safe Council, CHIPs, Farm Bureau, etc.), Amador USD, Amador College Connect, Columbia College, San Joaquin Delta College
Performance Measurement(s)	<p>Increase in the labor force participation rate</p> <p>Reduction in the percentage of in-commuters</p> <p>Increase in the skill level (soft and hard) of the resident workforce as evidenced by enrollment and completions in identified demand skill sets and job titles</p> <p>Knowledge-based talent pool attraction website developed</p>
Timeline	To be determined.
Resources	<p><a href="#">The Six Phases to Building a Strong Talent Pipeline for Your Community</a></p> <p><a href="#">Monterey Bay Career Connect</a></p>

**ACTION 9. DEVELOP AND EXPAND CAREER TECHNICAL EDUCATION (CTE) PATHWAYS**

Rationale	<p>Implements Strategies 2 and 3.</p> <p>Provides students of all ages with the academic and technical skills needed to secure careers and further their education in current and emerging professions.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Focus CTE pathways on 1) requirements and certifications of target industry sectors and 2) in-demand and emerging occupations and skillsets (forest management, hospitality, healthcare, etc.).</li> <li>• Invest in middle and high school career paths that align with current and projected workforce needs.</li> <li>• Introduce/increase student exposure to local career opportunities (e.g. job shadowing, internships, apprenticeships, job, and career fairs/events).</li> <li>• Increase Amador County CTE enrollment and completions in Columbia College and San Joaquin Delta College.</li> </ul>
Lead	To be determined.
Support Team	Amador County Unified School District, community colleges, Amador College Connect, local business and industry, employers, industry associations
Performance Measurement(s)	<p>Increase in the CTE offerings tied to local industry-specific standards, occupations, and careers</p> <p>Increase in the CTE enrollment and completions</p>
Timeline	To be determined.
Resources	<p><a href="#">Perkins Collaborative Resource Network</a></p> <p><a href="#">Calaveras Healthy Impact Products Solutions</a></p> <p><a href="#">California Conservation Corps</a></p> <p><a href="#">Tuolumne County Biomass Utilization Fund</a></p>

## Business Climate and Competitiveness

### ACTION 10. PREPARE THE PRIORITY DEVELOPMENT SITES

Rationale	<p>Implements Strategy 2.</p> <p>As discussed in the Technical Report, Amador County and cities have a limited inventory of fully improved industrial property which is an obstacle to economic growth. Until development-ready land is available, the cities and the county are in a position to lose local business expansions and the attraction of new companies.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Prepare an inventory of sites that are planned and zoned commercial and industrial and listed for sale.</li> <li>• Identify the type of business or industry that is the best fit for the property and that would support and complement the area's existing industries.</li> <li>• Work with local developers and business partners to define the real estate and infrastructure requirements for the targeted industry.</li> <li>• Prepare a profile of each available site that documents site specifications, infrastructure in place, needed, and planned, and the timeline for infrastructure improvements.</li> <li>• Post the profiles on the County's "Development Opportunities" page which also hosts the Opportunity Zone prospectus.</li> <li>• Package the sites that are most-ready for marketing. The package should include the profile, photographs, maps showing location and transportation routes, and cost estimates (acquisition, onsite and off-site improvements, development fees).</li> </ul>
Lead	To be determined.
Support Team	County, cities, developers, commercial/industrial real estate brokers, property owners
Performance Measurement(s)	<p>Market ready profiles of available sites</p> <p>New business locations</p>
Timeline	To be determined.
Resources	Sample site profile (Appendix)

**ACTION 11. REVIEW THE DEVELOPMENT PROCESS TO ENSURE IT IS EFFICIENT AND BUSINESS-FRIENDLY**

Rationale	<p>Implements Strategies 1 and 2.</p> <p>Successful businesses avoid risk. Competitive communities minimize risk by reducing uncertainty. Local governments can reduce uncertainty by providing clear and concise planning and building procedures.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Continue to work hard to ensure local policies and programs foster a competitive business climate.</li> <li>• Review and update where necessary development policies, zoning, and development codes to ensure that they are clear and that processing times and costs are clearly communicated and can be easily presented to prospective businesses.</li> <li>• Compile a development check-list and offer pre-development meetings which can reduce risk, time, and costs. Meetings should include all appropriate regulatory partners, contractors, architects, utility companies, water and wastewater districts, fire departments and districts, etc.</li> <li>• Conduct the necessary research to prove that Amador County costs and development timelines are in line with the region and better than the competition.</li> </ul>
Lead	To be determined.
Support Team	County, cities. jurisdictional department managers, special districts, utilities, communications companies
Performance Measurement(s)	Reduction in permitting-processing time and costs through pre-development meetings and collaboration
Timeline	To be determined.
Resource	Development fee spreadsheet (Appendix)

## Physical Infrastructure

### ACTION 12. SUPPORT CITY, COUNTY, AND SPECIAL DISTRICT INITIATIVES AND APPLICATIONS FOR FUNDING TO DEVELOP CRITICAL INFRASTRUCTURE

Rationale	<p>Implements Strategies 1 and 2.</p> <p>Lack of infrastructure capacity limits economic development opportunities and constrains sustainable and equitable communities. The CEDS Technical Report identified over \$400 million in needed capital improvement projects that support industry diversification, employment growth, community safety, health, affordable housing, and economic resiliency.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Subscribe to <a href="http://www.grants.gov">www.grants.gov</a>.</li> <li>• Actively pursue funding (loans and grants) for water, wastewater, broadband, roads, pedestrian walkways and connections, public transit, etc. and share any potential resources with all economic development partners.</li> <li>• Combine symbiotic infrastructure projects from multiple agencies (when possible) into funding applications.</li> </ul>
Lead	To be determined.
Support Team	County, cities, special districts, business, industry, community
Performance Measurement(s)	The percent or number of residents and businesses served with enhanced infrastructure (e.g. cleaner water, broadband, municipal wastewater, affordable housing, etc.)
Timeline	To be determined.
Resources	<p><a href="#">California Grants Portal</a></p> <p><a href="#">Caltrans</a></p> <p><a href="#">Clean Water State Revolving Fund (CWSRF)</a></p> <p><a href="#">U. S. Department of Agriculture</a></p>

## Equitable and Sustainable Communities

### **ACTION 13. ACTIVELY PURSUE PUBLIC/PRIVATE PARTNERSHIPS AND FUNDING TO INCREASE AFFORDABLE HOUSING OPTIONS**

Rationale	<p>Implements Strategies 1 and 2.</p> <p>The lack of affordable housing is severely impacting local employers' ability to attract and retain workers, especially entry-level, lower-wage workers. Limited market-rate housing is also constraining the recruitment and retention of higher-income workers. The 2015 Amador County Joint Housing Element found that "More than half of the very-low and extremely-low-income households in each jurisdiction, in most cases in both owners and renters, were reported to be overpaying for housing. With the exceptions of Amador City and Jackson, over three-quarters of renters were overpaying. Lone had the highest percentage of renters overpaying (83%), while Amador City had the highest percentage of owners overpaying (79%). Overall, 57% of households in Amador County were overpaying in 2011."</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Implement the actions identified in the 2020 Amador Housing Study to increase affordable housing.</li> <li>• Implement the policies and programs identified in the 2015 Amador County Housing Element to increase affordable housing.</li> <li>• Continue to pursue the development of the "Wicklow" property that includes an affordable housing component.</li> <li>• Investigate opportunities for public funding options to partner with the Jackson Rancheria Band of Miwuk Indians on the multi-family apartment complex in Sutter Creek.</li> <li>• Establish baseline performance metrics for very low and extremely low-income households overpaying for housing. Use metrics from the 2015 Housing Element if more recent data is unavailable.</li> </ul>
Lead	To be determined.
Support Team	County, cities, business associations, community leadership groups, Amador-Tuolumne Community Action Agency, Jackson Rancheria Band of Miwuk Indians
Performance Measurement(s)	Number/percent increase in affordable housing units
Timeline	To be determined.
Resources	<p>Amador County Housing Study 2020</p> <p><a href="#">Amador County Housing Element</a></p> <p><a href="#">Bending the Cost Curve: Solutions to Expand the Supply of Affordable Rentals</a></p>

**ACTION 14. SUPPORT AND COLLABORATE WITH EFFORTS TO INCREASE AFFORDABLE CHILD CARE**

Rationale	<p>Implements Strategies 1 and 2.</p> <p>Child care is a critical component of a healthy and resilient economy. Seventy-five percent of the demand for child care is work-related. In Amador County, demand for child care subsidies is higher than supply, resulting in many families being placed on a waitlist.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Support the Amador County Child Care Planning Council's update of the child care needs assessment and strategic plan to document the early care and education needs of children in Amador County.</li> <li>• Provide the Planning Council a copy of the Amador County CEDS. The CEDS could help inform the update of the Planning Council's strategic plan by providing data and direction regarding business and industry targets, targeted economic growth areas, etc.</li> <li>• Support and lead the implementation tasks in the Economic Development/Job Creation and Education and Workforce sections of this CEDS Action Plan that aim to increase employment with higher paying wages and careers.</li> </ul>
Lead	To be determined.
Support Team	Amador Calaveras Child Care Planning Council, Amador-Calaveras Resource and Referral, local governments, businesses, communities
Performance Measurement(s)	Reduction of the number of children on the waitlist for subsidized child care (Baseline 2020: 150 children)
Timeline	To be determined.

**ACTION 15. INCREASE WALKABILITY WITHIN AND CONNECTIONS BETWEEN COMMUNITIES AND EMPLOYMENT CENTERS**

Rationale	<p>Implements Strategies 1 and 2.</p> <p>Getting people out of the car, and walking and biking is important to good public health, environmental sustainability, and economic development. According to Project for Public Spaces, "When it comes to street life, it seems the presence of people depends on whether the street provides access to the destinations where people want to be, whether or not the street is a comfortable and legible place to be, and also whether there are other people around."</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Review planning policies and identify areas for improvements that will increase pedestrian and bicycle access and use; e.g., safe footpaths, sidewalks, bike lanes, buffers to traffic (medians, planters), landscaping, seating, and street and store signage that is both pedestrian- and vehicle-friendly. Signs that mount perpendicular to the wall of the building (blade signs) help pedestrian and auto traffic locate businesses from the sidewalk or street.</li> <li>• Identify potential funding sources.</li> </ul>
Lead	To be determined.
Support Team	Cities, county, Amador County Transportation Commission, CEDS Committee
Performance Measurement(s)	New projects identified, funded
Timeline	To be determined.
Resources	<a href="#">Project for Public Spaces</a> is a nonprofit organization that helps create and sustain public spaces that build strong communities. The website has ideas, resources, and expertise.

## Threats to Resiliency

### ACTION 16. REDUCE THE THREAT OF WILDFIRE TO AMADOR COUNTY BUSINESSES AND RESIDENTS

Rationale	<p>Implements Strategies 1 and 2.</p> <p>On average, each dollar spent on wildfire prevention mitigation saves an average of \$4 in avoided future losses in addition to saving lives and preventing injuries. According to the Amador Fire Safe Council, "Most structural losses occurred where homes had little or no vegetation clearance or were built using combustible building materials and were thus vulnerable to wildfires." It has been said that California does not have a wildfire problem, rather it is a home ignition problem. Modifications to the area known as the "home ignition zone" including home "hardening" and fuel treatments within 100 to 200 feet of homes can make a meaningful difference, which often requires treatment on private land—not on federally managed forests.</p>
Implementation Tasks	<ul style="list-style-type: none"> <li>• Review and revise land-use policies and building and fire codes that harden homes to wildfire.</li> <li>• Lead and/or participate with community efforts to take part in state and national programs aimed at making communities resilient against wildfire.</li> <li>• Actively pursue funding through state and federal sources for "home hardening" and wildfire resiliency measures such as forest brush management and strategic fuel breaks.</li> </ul>
Lead	To be determined.
Support Team	County, cities, fire departments and districts, Amador Calaveras Consensus Group (ACCG), Amador County Fire Safe Council, CAL FIRE
Performance Measurement(s)	<p>Implementation of land use policy and building and fire codes that harden homes to wildfire</p> <p>Increase in the number of "hardened homes" in Amador County</p> <p>Increase in public and private funding that supports efforts to plan for and mitigate the threat of wildfire (e.g. AB 38)</p> <p>Increase in Amador County communities that actively embrace and participate in building sustainable wildfire resilience capacity in their community</p>
Timeline	To be determined.
Resources	<p><a href="#">City of Paradise Greenbelt</a></p> <p><a href="#">Lake Valley Fire Protection District</a> (South Lake Tahoe), wood roof replacement project</p> <p><a href="#">Firewise USA</a></p> <p><a href="#">Community Planning Assistance for Wildfire</a></p> <p><a href="#">Fire Adapted Communities</a></p> <p><a href="#">State of Oregon Defensible Space Law</a></p>

# CEDS Management and Coordination

Efficiently moving this Action Plan forward to ultimately realize the goals requires a team of dedicated staff and volunteers. The following management and coordination tasks are led primarily by the County and supported by each of the implementation partners noted in the Action Plan.

- Launch the plan by following the 30-60-90 day Implementation Schedule which is provided in the next section.
- Establish regularly scheduled check-ins with the CEDS committee and each lead organization or individual.
- Establish and monitor baseline performance metrics.
- Continue community engagement. Consider a new section on the county's website to keep the public and partners informed on the progress of the strategies and tactics. Generate interest and excitement, celebrate successes, recognize accomplishments, commitment, volunteers, and community spirit.
- Schedule time to collect data and information for the CEDS annual report (performance measures, action items accomplished, new projects, confirm or revise goals and strategies).

## Launch Plan

The following matrix is intended to provide the CEDS Committee and staff with direction on getting started with the many actions and implementation tasks.

**Table 2. CEDS 30 - 60 - 90 Day Launch Plan**

TASK	LEAD	30	60	90
<b>Prioritize:</b> Identify those Action Items to be started during Year 1.	CEDS Committee, County, Cities Staff	✓		
<b>Confirm Roles and Responsibilities:</b> Contact and confirm each Team Lead and supporting partners for Year 1 Actions.	County Staff with CEDS Committee support	✓	✓	
<b>Schedule:</b> Prepare the Implementation Schedule (next page).	County		✓	
<b>Measure Performance:</b> Prepare to accurately measure progress by documenting the baseline (2019-20 or most recent available) performance metrics for each Year 1 action.	To be determined			✓

## Implementation Schedule

	TEAM LEAD	2021	2022	2023	2024	2025
<b>ECONOMIC DEVELOPMENT AND JOB CREATION</b>						
1. Establish a collaborative business visitation program						
2. Support entrepreneurs						
3. Build a countywide e-commerce website						
4. Create an investment prospectus for the Opportunity Zone						
5. Enhance the visitor experience						
6. Attract traded-sector businesses that support and complement the existing industries in Amador County						
<b>EDUCATION AND TALENT SUPPLY</b>						
7. Strengthen academic performance						
8. Fill the talent pipeline						
9. Develop and expand career technical education pathways						
<b>BUSINESS CLIMATE AND COMPETITIVENESS</b>						
10. Prepare the priority development sites						
11. Review the development process to ensure it is efficient and business-friendly						
<b>PHYSICAL INFRASTRUCTURE</b>						
12. Support city, county, and special districts' initiatives and applications for funding to develop critical infrastructure						
<b>EQUITABLE AND SUSTAINABLE COMMUNITIES</b>						
13. Actively pursue public/private partnerships and funding to increase affordable housing options						

	TEAM LEAD	2021	2022	2023	2024	2025
14. Support and collaborate with efforts to increase affordable child care						
15. Increase walkability within and connections between communities and employment centers						
<b>THREATS TO RESILIENCY</b>						
16. Reduce the threat of wildfire to Amador County businesses and residents						

## Performance Evaluation

The performance metrics are designed to measure the *impact* of activities, it is not intended to be an implementation checklist. The performance metrics are listed below with the related Action Item(s). As baseline data is gathered, data sources and dates will be noted to ensure consistency and integrity in the data year after year.

<b>ACTION ITEM(S)</b>	<b>PERFORMANCE METRIC (AND SOURCE)</b>
1	Building vacancy rate (to be determined)
1, 10	Business locations, new (County, City new business licenses issued)
6	Business locations, traded sector (County, City business licenses issued by industry)
1	Local business expansions (County, Cities)
1	Number of businesses assisted, issues resolved (to be determined)
2	Small business startups (new business licenses issued sorted by the number of employees)
2, 3, 5	Website analytics (Resources & Tools, e-commerce website, chamber, Visit Amador)
3, 5	Sales tax revenue (County, Cities)
4	Investment in the Amador Opportunity Zone (County)
4	Employment in the Amador Opportunity Zone (County)
5	Transient Occupancy Tax (TOT) revenue (County, Cities)
5	Visitor amenities added (County, Cities)
6	Infrastructure improvements, value (County, Cities, Special Districts)
6	Inquiries of opportunity sites (County and Cities)
7	Share of the population with a four-year degree (US Census ACS Table: S1501)
7	Share of the population with higher educational attainment (US Census ACS Table: S1501)
7	CAASP scores (Amador County Unified School District)
7	High school graduation rate (Amador County Unified School District)
7	Percentage of students taking SAT's (Amador County Unified School District)
7	Number of career technical education tracks for target industry sectors (Amador County Unified School District, community colleges, Mother Lode Job Training, Amador Connect)
7	Funding for school facilities and technology (Amador County Unified School District)
8	Labor force participation rate (U.S. Census, ACS Table DP03)
8	Number of commuters into Amador County (US Census Bureau, On the Map)
8	Enrollment in identified demand skill sets and job titles (Amador County Unified School District, Community Colleges, Mother Lode Job Training, Amador Connect)

ACTION ITEM(S)	PERFORMANCE METRIC (AND SOURCE)
8, 9	Completions in identified demand skill sets and job titles (Amador County Unified School District, Community Colleges, Mother Lode Job Training, Amador Connect)
8	Knowledge-based talent pool attraction website developed (to be determined)
10	Market ready profiles of available sites (to be determined)
11	A review conducted and changes made as necessary to reduce permitting time and cost
12	Number of residents and businesses served with enhanced infrastructure (County, Cities)
13	Number of affordable housing units
14	Number of children on the waitlist for subsidized child care (to be determined)
15	Walkability projects identified (County, Cities)
15	Walkability projects funded, number and value (County, Cities)
16	Number of "hardened homes" in Amador County (County, Cities, Fire Districts)
16	Public and private funding for planning and mitigating the threat of wildfire (County, Cities)
16	Number and value of participation in wildfire resiliency projects (County, Cities)

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# Public Engagement

## Amador County CEDS Committee

The CEDS Steering Committee includes representatives from the Amador County Community Development Department and two members of the County Board of Supervisors. The Amador County CEDS Committee consists of the 24 public and private representatives listed below. The CEDS Committee participated in the development of strategies and are committed to its implementation. The committee continues to meet on an as-needed basis to monitor strategy implementation, accomplishments, and ensure there is a well-coordinated and well-informed local governments.

### REPRESENTING PUBLIC SECTOR (46 PERCENT)

#### Local Government

Frank Axe  
Amador County District 4 Supervisor

Pat Crew  
Amador County District 1 Supervisor

Chuck Iley  
Amador County, CAO

Jon Hopkins  
Amador County General Services Director

Kim Holland  
Amador County Sr. Administrative Analyst

Stephanie Hess  
Amador County Ethnic Services Manager

Yvonne Kimball  
City of Jackson City Manager

Jon Hanken  
City of Lone City Manager

Amy Gedney  
City of Sutter Creek City Manager

David Groth  
City of Amador Mayor

Rex J. Osborn  
City of Plymouth City Manager

### REPRESENTING PRIVATE SECTOR (54 PERCENT)

#### Business and Industry

Jamie Armstrong, Chamber of Commerce

Lucy Hackett, Jackson Main Street Association

Jack Gorman, Amador Vintners Association

Wayne Garibaldi, American River Bank

Ed Struffenegger, Forester

Sally Bligh, Amador Association of Realtors

#### Tourism

Melissa Haines Lavin, Amador Council of Tourism  
Workforce Development

David Thoeny, Mother Load Job Training

#### Education

Scott Oneto  
University of California Cooperative Extension

Frank Leschinsky  
Volcano Communications Group

#### Transportation and Utilities

John Gedney, Amador Transportation  
Commission

#### Miwuk Indian Tribe

Robert Dalton, Tribal Council Member

Crystal Jack, Jackson Rancheria, CEO

## CEDS Process

Due to the COVID-19 sheltering in place and social distancing policies the Amador County CEDS Committee meetings were held via a combination of in-person and Zoom. Committee meetings were held on August 17, October 8, October 15, and November 13.

The final Amador County CEDS was presented to and accepted by the Committee on November 13. The staff was directed to publish the document for a 30-day public review before the public hearing. To give the Amador County Board of Supervisors sufficient time to review, they were provided a draft copy of the final CEDS the week of November 17.

On December 15, 2020 the CEDS was presented to and adopted by the Amador County Board of Supervisors. The resolution accepting the Amador County CEDS is included in the Appendix.

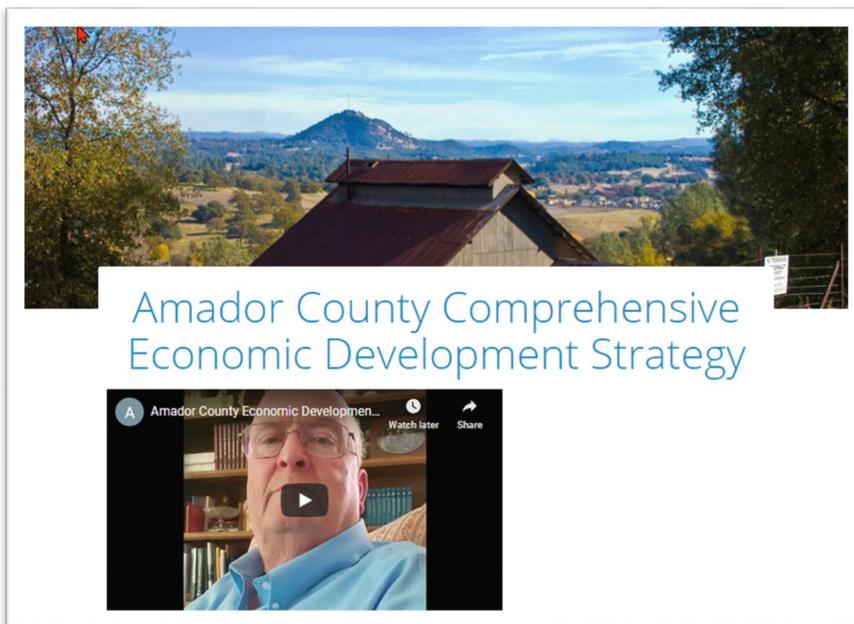
The County and its incorporated cities are committed to continuing efforts to improve the business climate, job creation, skills development, quality of life, and fiscal stability for their respective jurisdictions.

## COMMUNITY ENGAGEMENT

Development of the CEDS involved extensive outreach to local and regional partners as well as a comprehensive review of current and relevant documents and reports. The list of community stakeholders interviewed and relevant documents and reports reviewed are included in the Appendix.

## SOCIAL ENGAGEMENT ONLINE

To further engage the public and adhere to social distancing policies, a [digital engagement platform](#) was created for Amador County using the Social Pinpoint app as a way for residents, visitors, and businesses to share ideas. The site contained a welcome message from Mr. Pat Crew, Chair of the Amador County Board of Supervisors. The site was launched on August 5, 2020.



**Figure 1. Amador County Social Engagement Online**

The site contained two surveys, one for residents and one specifically for business owners and managers. An interactive map showcased the priority development sites in the county and invited stakeholders to share their ideas and concerns. Results of the two surveys (190 responses) and map comments (79) are included in the Appendix.

**Figure 3. Access to Surveys and Interactive Map**

Help create the Amador County Economic Development Plan



Share Your Ideas!

Learn about the areas identified as development priorities by the Cities and County of Amador. Share your thoughts about the best uses for these areas and the types of businesses and employment opportunities that would be welcome.

Give us your Ideas



Business Owners and Managers

Please give us your thoughts on economic development in Amador County and the impact COVID-19 has on your business. If you are a resident of Amador County, take the Resident Survey as well. The information you provide is confidential and will help us better understand your business success and challenges.

Take The Survey



Amador Residents and Workers

Please take a moment to also share your thoughts and experiences of living and working in Amador County. All members of the household age 18 and over are invited to respond to the survey. The information you provide is confidential and will help us understand your employment needs.

Take The Survey

**Figure 3. Interactive Map**

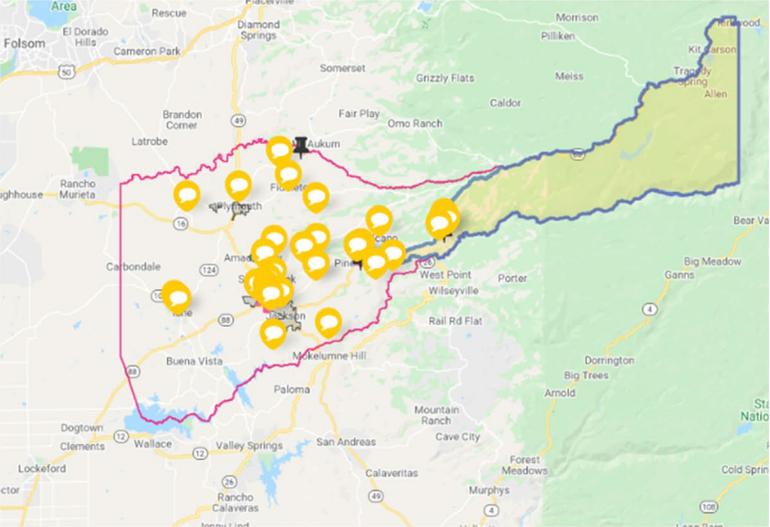
### Amador County Development Opportunities

The County and Cities of Amador County have dedicated a great deal of time to identify priority development areas throughout the county. These sites will be the focus of economic development efforts, infrastructure investment, and business development activities.

There are four principal development areas in the unincorporated portions of Amador County that offer opportunities for industrial and commercial growth. These areas represent the County's greatest opportunity for business and employment growth.

Click the titles on the sidebar to the left and take a moment to learn about these areas and each of the cities' priority development areas.

If you would like to make a comment or ask a question about these development sites, just click on the icon at the top and drag it to the map. A dialogue box will open. Leave your comment or question and click "Add Comment" at the bottom.



The use of the Social Engagement Site was promoted throughout the county using a variety of methods.

## MEDIA

Supervisor Richard Forster and Jamie Armstrong, the Amador County Chamber of Commerce's executive director, participated in radio interviews on two separate occasions—August 28 and September 4, 2020. *Talk on KVCG Radio 1340 AM and 96.5 FM* is broadcast live every Friday from Harrah's Northern California and is simulcast live on Facebook. The show averages 1,000 Facebook views.

## PROMOTIONAL FLYER

The Chamber created an attractive electronic flyer to promote participation. The flyer was designed along the theme of the social engagement website (Figure 4).

## EMAIL CAMPAIGNS

The Amador County Chamber of Commerce has an email database of 754 business and community members. The Chamber sent out the first email blast on Thursday, August 27 at 12:57 PM. This first email had an open rate of 30 percent and a click-through rate of 22 percent. Emails were subsequently sent on Wednesday, September 2, and Monday, September 8.

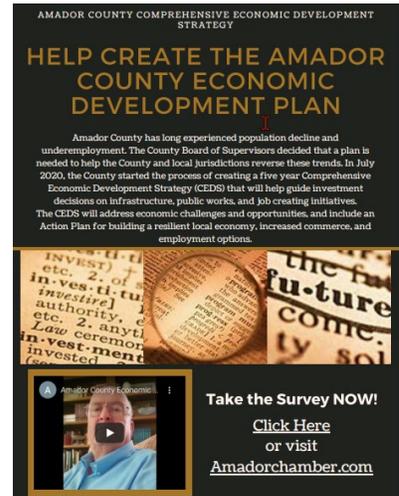


Figure 4. CEDS promotional flyer

## FACEBOOK

The Chamber also posted on its Facebook the flyer and active links to take the surveys, tagging several entities to make the content easy to share. The post reached 76 people.

## WEBSITE

Amador County included a hyperlink on its homepage news section. The Chamber posted the survey information, links, and details on its homepage making it easy for anyone to access.

## PARTNERS

The CEDS flyer and survey details were emailed directly to the Amador Vintners Association and the Amador Council of Tourism to share with their members.



Figure 5. Amador County Chamber of Commerce Homepage

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# Appendix

- A. Technical Report
- B. Public Engagement: Interviews Conducted, Survey Results, Map Comments
- C. Site Visit Tips and Ideal Proposal Outline
- D. Sample Site Profile
- E. Sample Development Fee Spreadsheet
- F. Amador County Board of Supervisors Resolution
- G. Background Reports

# Appendix A

## Technical Report

Amador County, California  
2021-2025 Comprehensive Economic  
Development Strategy  
Technical Report



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## Acronyms Glossary

AAD	Amador Air District
ADA	Americans with Disabilities Act of 1990
ADWF	Average Dry Weather Flow—average water flow that occurs daily during the dry weather season, based on five-year historic average flows
ARSA	Amador Regional Sanitation Authority
AVID	Advancement Via Individual Determination—a nonprofit organization that supplies professional learning for educators to improve college readiness for all students
AWA	Amador Water Agency
AWS	Amador Water System
CARB	California Air Resources Board
CAWP	Central Amador Water Project
CCAP	College and Career Access Pathway—program authorizes California Community Colleges to enter into formal partnership agreements with local school districts to expand access to college courses for high school students
CEDS	Comprehensive Economic Development Strategy
COE	Centers of Excellence—centers study California’s regional economies and support community colleges by supplying customized data on high growth, emerging, and economically-critical industries, and occupations
CRC	Central/Mother Lode Regional Consortium—one of seven regional consortia established by the California Community College Chancellor’s Office to implement the Strong Workforce Initiative, provide leadership in the creation and implementation of career education
CSCCE	Center for the Study of Child Care Employment
CSEDD	Central Sierra Economic Development District—designated by the U.S. Department of Commerce Economic Development Administration to provide coordinated economic development planning
CSU	California State University
CTE	Career Technical Education—a program of study that involves a multiyear sequence of courses that integrates core academics with technical and occupational skills thereby provide students with a pathway to postsecondary education and careers
CWSRF	Clean Water State Revolving Loan Fund—a federal-state program that supplies communities low-cost financing for water quality infrastructure projects
EDA	Economic Development Administration—a bureau of the U.S. Department of Commerce and the only federal agency focused exclusively on economic development; facilitates regional economic development efforts
EDC	Economic Development Corporation—generally a nonprofit organization that focuses on advancing the local or regional economic development
EDD	California Employment Development Department

## Acronyms Glossary

EIFD	Enhanced Infrastructure Financing District—provides funding for infrastructure through tax increment financing (the increase in tax revenues generated by development)
FAIR	Fair Access to Insurance Requirements—an insurance pool established to assure the availability of basic property insurance to people who own insurable property in the State of California and who, beyond their control, have been unable to obtain insurance in the voluntary market
FEMA	Federal Emergency Management Agency
FTB	Franchise Tax Board
GDP / GRP	Gross Domestic Product or Gross Regional Product—the monetary value of all finished goods and services produced in a region during a specific period
HUD	U.S. Department of Housing and Urban Development
JPA	Joint Power Authority—a legally created entity that allows two or more public agencies to jointly exercise common powers
LHMP	Local Hazard Mitigation Plan—communities’ long-term plan to reduce disaster losses and maintain eligibility for certain federal disaster assistance funds
LQ	Location Quotient—an indication of how concentrated an industry, occupation, or other factor is in a region as compared to the nation
MGD	Millions of Gallons per Day
MLJT	Mother Lode Job Training—designated by the U.S. Department of Labor, American Job Centers help with job searches, interview prep, and other skills. MLJT serves four foothill counties Amador, Calaveras, Tuolumne, and Mariposa
NEC	New Employment Tax Credit—state incentive
OJT	On-the-Job Training
PSPS	Public Safety Power Shutoffs—Pacific Gas and Electric’s program for planned power shutdowns during times when high winds, temperatures are high, or other weather factors could damage or overload equipment and cause a major wildfire
RSC	Regional Service Center
SAT	Scholastic Assessment Test
SBA	U.S. Small Business Administration
SBDC	Small Business Development Center—supported by the U.S. Small Business Administration, centers offer business assistance through consulting, training, and other services
SCORE	Service Corps of Retired Executives—a nonprofit organization that supplies free and confidential business mentoring services to prospective and established small-business owners. Counselors are accessed through the Small Business Administration
SF	Square Foot or Square Feet
SR	State Route
STEM and STEAM	Science, Technology, Engineering, [Arts], and Mathematics— refers to a curriculum based on the idea of educating students in these specific disciplines
STEP	State Trade Expansion Program

## Acronyms Glossary

STIP	State Transportation Improvement Program
SWP	Strong Workforce Program—California Community College initiative
TANF	Temporary Assistance for Needy Families—federal program supplying funds and support services to families in need, e.g. childcare assistance, job preparation, and work assistance
TIF	Tax Increment Financing—a tool used by municipal governments to stimulate economic development; used to finance infrastructure projects or other investments using the anticipation of future property tax revenue resulting from new development
TOT	Transient Occupancy Tax—fee or tax levied to overnight visitors via hotels
UC	University of California
USD	Unified School District
USDA	U.S. Department of Agriculture
VAPA	Visual and Performing Arts
WIOA	Workforce Innovation and Opportunity Act—a federal program aimed at improving the public workforce system; helping job seekers, and those with barriers to employment, prepare for the workforce and find quality jobs
WISPS	Wireless Internet Service Providers—unlike an ISP that is wired
WOTC	Work Opportunity Tax Credit—a federal incentive for employers hiring individuals from certain targeted groups who have significant barriers to employment

# Introduction

This Technical Report supplements the Amador County 2021-2026 Comprehensive Economic Development Strategy (CEDS) and provides detailed demographic and economic data in support of the CEDS Strategy document. The demographic, economic, and socioeconomic data and trends were obtained from the following sources.

Access Plus Capital	California State Trade Expansion Program
Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018	California Travel Impacts 2010-2019p. Prepared by Dean Runyan Associates for Visit California
Amador County Finance Department	Cen-Cal Business Finance Group
Amador County Office of Emergency Services	Center of Excellence, California Community Colleges
Amador Regional Sanitation Authority, Wastewater Master Plan Update	Dr. Robert Eyler, PhD
Amador Water Agency	IMPLAN ES202
Bureau of Labor Statistics Industry Employment and Output Projections	Macrotrends.net
California Air Resources Board	Massachusetts Institute of Technology
California and San Joaquin iHub	National Institute of Building Science Multi-Hazard Mitigation Council
California Association of Realtors	Sperling's Best Places
California Central Valley Export Plan, Fresno EDC	U.S. Census Bureau Center for Economic Studies Labor Force
California Department of Education	U.S. Census Bureau of Economic Analysis (BEA)
California Department of Finance	U.S. Census Bureau of Plant Capacity Utilization
California Department of Social Services	U.S. Census Bureau Survey of Plant Capacity Utilization
California EDD, Labor Market Information Division	U.S. Census County Business Patterns
California Health and Human Services	U.S. Department of Commerce Bureau of Economic Analysis
California Office of the Attorney General	US Census Bureau American Community Survey
California Public Utility Commission	

## Geographic Location

Amador County, California is located in the foothills of the Sierra Nevada Mountain Range in the region known as the Mother Lode, or Gold Country. Approximately 45 miles east of Sacramento the county is bordered by El Dorado County on the north, Alpine County on the east, Calaveras County on the south, and Sacramento and San Joaquin Counties on the west.

Amador County's elevation spans from approximately 250 feet in the western portion of the county to over 9,000 feet in the eastern portion of the county, also referred to as upcountry. The county is the fifth-smallest county in California by land area, a total area of 606 square miles. Water bodies in the county include Lake Amador, Lake Camanche, Pardee Reservoir, Bear River Reservoir, Silver Lake, Sutter Creek, Cosumnes River, Mokelumne River, and Lake Tabeaud. The range of elevation, forested lands, lakes, and historical sites draw thousands of visitors to the county each year.



**Figure 1. Amador County's Location in the State of California**

According to the California Department of Finance, the 2020 population of Amador County is estimated at 37,676. There are five incorporated cities in the county with a population of 16,502 and several unincorporated communities.

**City of Lone** (4,200 non-incarcerated population; Mule Creek State Prison has a population of approximately 4,000). The City of Lone is in the western portion of the county at the intersection of SR 104 and 124, and just over two miles north of SR 88. Lone has many landmarks and historical points of interest. Unlike other communities in Amador County, which were founded on gold mining, Lone was an important supply center on the main road to the Mother Lode and Southern Mines during the California Gold Rush.

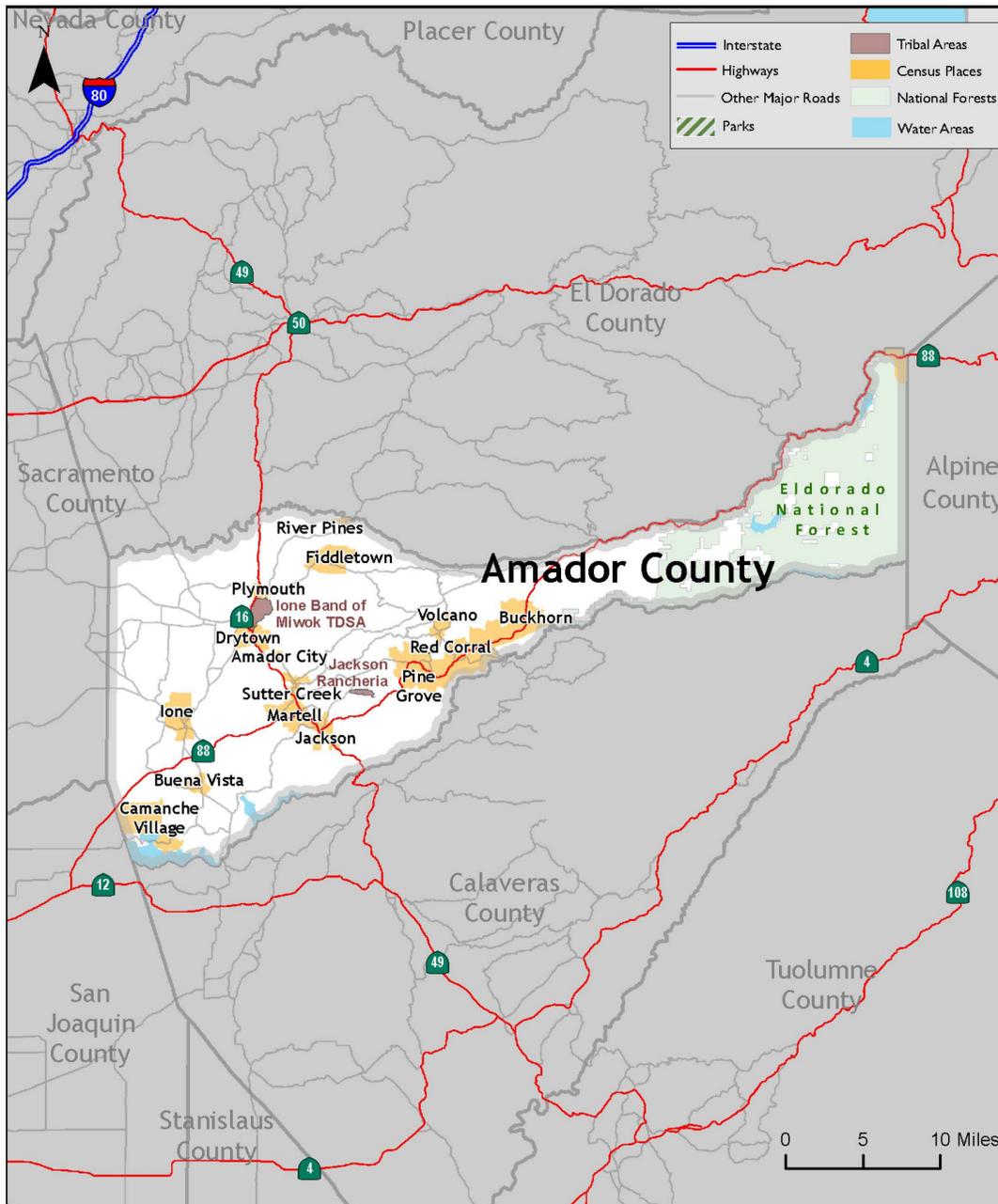
**City of Jackson** (4,860 population) is the county seat and the center of trade and industry in Amador County. The majority of shopping centers and government offices are located in Jackson and the neighboring area of Martell. SR 88 and 49 intersect in Jackson.

**City of Sutter Creek** (2,470 population) is located in central Amador County just north of the intersection of SR 88 and 49. Gold-bearing quartz deposits were discovered here in the 1850s and mining the deposits for gold became the foundation of the local economy. Mining operations continued until 1942 when most gold mines were closed because of World War II and the loss of labor. Today, Sutter Creek is a popular tourist destination offering visitors shops, restaurants, and historical sites.

**City of Plymouth** (998 population), located in northwestern Amador County on Highway 49, was also settled during the Gold Rush. It started as a quartz mining camp around 1852. Today Plymouth is known as the "Gateway to Shenandoah Valley," the wine-producing region of the Sierra foothills.

**Amador City** (166 population) boasts of being “California’s smallest hometown.” According to the U. S. Census Bureau, the city measures just 0.3 square miles. Located just east of Highway 49, the original mining-era buildings now serve residents and visitors as unique shops, restaurants, and hotels.

Several unincorporated areas of the county add to the strong history and recreational opportunities in the county.



**Figure 2. Amador County's Cities, Communities, and Highways**

Source: Amador County Economic and Demographic Profile, Rural County Representatives of California

# Demographics

## Population

Amador County's population declined between 2008 and 2014.<sup>1</sup> Since 2014 the county's population has fluctuated between years of incremental growth and decline. Data shows a five-year average annual population growth rate of 0.36 percent. From 2008 to 2017, the number of deaths in Amador County consistently outnumbered the number of births leading to a significant natural decrease in population during that period. Between 2015 and 2016, the majority of Amador County's in-migration came from neighboring counties like Sacramento, Calaveras, and San Joaquin. As with in-migration, the majority of Amador County's out-migration primarily involved neighboring counties. Sacramento County was the destination for the greatest number of out-migrants from Amador County.<sup>2</sup>

## Age

Amador County's population is older with a median age of 51 compared with the state median of 37 years of age. Population growth in every age group has been flat or declining except for those over 65 years, which has been rising. The county's share of residents aged 65 and over is twice that of the state. The median age in Amador County has been at least 15 years older than that of the statewide median for more than five years. The share of youth is consistently below that of the state, with the most significant difference in the 25- to 34-year-old age group (Millennials). The largest proportion of the county's population by age are those aged 65 to 74 years old (16.2 percent) and is increasing. A lower proportional share of youth and a higher proportional share of older residents has implications for the available labor pool and the need for greater social services.

## Race

The vast majority of Amador County residents identify as White alone. Compared to the rest of California, Amador County's Hispanic or Latino population is significantly smaller. Similarly, Amador County's population consists of significantly fewer Asian citizens when compared to the rest of California.

---

<sup>1</sup> Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

<sup>2</sup> Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

**Figure 3. Amador County Population by Age Group**

Source: US Census Bureau, American Community Survey; 5 Year Estimates, Table DP05

	Amador County					California
	2014	2015	2016	2017	2018	2018
Total Population	37,159	36,995	36,963	37,306	37,829	39.1 M
Under 5 years	3.5%	3.5%	3.8%	3.9%	4.1%	6.3%
5 to 9 years	4.7%	4.5%	4.4%	3.8%	4.1%	6.4%
10 to 14 years	4.5%	4.4%	4.4%	4.8%	4.6%	6.5%
15 to 19 years	5.5%	5.4%	5.3%	5.4%	5.2%	6.6%
20 to 24 years	4.5%	4.7%	4.5%	4.5%	4.0%	7.2%
25 to 34 years	8.9%	9.2%	9.4%	9.2%	9.9%	15.1%
35 to 44 years	11.4%	11.3%	10.8%	10.9%	11.4%	13.2%
45 to 54 years	16.1%	15.5%	15.1%	14.6%	13.5%	13.2%
55 to 59 years	8.8%	8.6%	8.3%	8.2%	7.9%	6.3%
60 to 64 years	9.4%	9.6%	9.4%	9.1%	9.0%	5.6%
65 to 74 years	13.4%	14.0%	15.2%	15.7%	16.2%	7.8%
75 to 84 years	6.7%	6.6%	6.5%	6.6%	6.8%	4.0%
85 yrs and over	2.7%	2.7%	3.0%	3.4%	3.3%	1.8%
Median age (yrs)	49	50	50	51	51	37

**Figure 4. Amador County Population by Race and Ethnicity**

Source: US Census Bureau, American Community Survey; 5 Year Estimates, Table S0601

	Amador County					California
	2014	2015	2016	2017	2018	2018
One Race	96.6%	95.7%	96.2%	95.4%	95.2%	95.2%
White Alone	87.6%	86.0%	85.9%	87.0%	87.2%	60.1%
Black or African American	2.2%	2.4%	2.3%	2.1%	2.1%	5.8%
Am. Indian, Alaska Native	2.0%	1.4%	2.2%	0.8%	0.8%	0.8%
Asian	1.3%	1.5%	1.5%	1.6%	1.3%	14.3%
Native Hawaiian, P.I.	0.2%	0.2%	0.1%	0.2%	0.2%	0.4%
Other / Two or More Races	6.6%	7.7%	7.2%	8.3%	8.4%	18.6%
Hispanic or Latino, any Race	12.7%	12.8%	12.6%	13.2%	13.6%	38.9%
White Alone, not Hispanic <sup>3</sup>	79.9%	79.1%	79.4%	79.3%	78.7%	37.5%

<sup>3</sup> In reporting on Race and Ethnicity, U.S. Census considers race and Hispanic origin (ethnicity) separate and distinct concepts. "Hispanic" refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. "White" refers to origins in Europe, the Middle East, or North Africa.

# Income and Cost of Living

## PERSONAL INCOME

Total personal income in Amador County fluctuated between 2007-2016, similarly to the rest of California. Overall, once adjusted for inflation, total personal income in Amador County saw very little change between 2007 and 2016.

Only 53.7 percent of Amador County residents’ personal income came from work earnings, compared to California’s 71.6 percent in 2016. A substantially larger percent of Amador County residents’ personal income comes from retirement/disability benefits and medical benefits when compared to the rest of California.<sup>4</sup> Income derived from work earnings typically shows economic growth, as compared with personal income derived from transfer payments (e.g. retirement/disability benefits). Commuter income in Amador County decreased between 2007 and 2016, while throughout the rest of California, commuter income increased by 73.5 percent.<sup>5</sup>

**Figure 5. Personal Income**

*Source: Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018*

Year	Amador County				California
	Nominal Personal Income in Millions of Dollars	1-Year Change	Inflation Adjusted Personal Income in Millions of Dollars (2016)	1-Year Change	1-Year Change
2007	\$1,386	7.0%	\$1,653	7.0%	2.1%
2008	\$1,411	1.8%	\$1,614	-2.4%	-1.8%
2009	\$1,354	-4.1%	\$1,548	-4.1%	-4.1%
2010	\$1,351	-0.2%	\$1,505	-2.8%	0.4%
2011	\$1,423	5.3%	\$1,560	3.6%	5.1%
2012	\$1,463	2.8%	\$1,558	-0.2%	4.1%
2013	\$1,496	2.3%	\$1,568	0.7%	0.5%
2014	\$1,451	-3.0%	\$1,498	-4.5%	3.2%
2015	\$1,547	6.6%	\$1,575	5.1%	7.0%
2016	\$1,600	3.4%	\$1,600	1.6%	3.3%

*Source: U.S. Department of Commerce, Bureau of Economic Analysis*

## EARNINGS

A living wage is the hourly rate that an individual in a household must earn to support themselves and their family. The assumption is the working adult(s) is working full-time (2080 hours per year). The hourly and annual living wages needed for individuals and households with one or two working adults and zero, one, or two children is displayed below.

<sup>4</sup> Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

<sup>5</sup> Commuter income is income earned by individuals who live within the county but work elsewhere.

Living wages in Amador County, as estimated by the Massachusetts Institute of Technology (MIT), align with other data points that show Amador County is a more affordable place to do business and live in California.

**Figure 6. Living Wages in Amador County**

Source: *Massachusetts Institute of Technology*, (<https://livingwage.mit.edu/>) data as of 1Q2020; annual wages are calculated on working 2,080 hours a year.

	Amador Co.		California	
	Hourly	Annually	Hourly	Annually
1 Adult working/0 children	\$12.57	\$26,146	\$14.99	\$31,179
1 Adult working/1 child	\$26.82	\$55,786	\$31.25	\$65,000
1 Adult working/2 children	\$33.03	\$68,702	\$37.46	\$77,917
2 Adults/1 working/0 children	\$19.55	\$40,664	\$23.28	\$48,422
2 Adults/1 working/1 child	\$24.73	\$51,438	\$29.17	\$60,674
2 Adults/1 working/2 children	\$27.48	\$57,158	\$31.91	\$66,373
2 Adults working /0 children	\$9.77	\$40,643	\$11.64	\$48,422
2 Adults working /1 child	\$14.87	\$61,859	\$17.09	\$71,094
762 Adults working /2 children	\$17.95	\$74,672	\$20.17	\$83,907

**POVERTY RATE**

Between 2014 and 2018, Amador County’s per capita and median household income consistently remained less than that of the rest of California. The poverty rate in Amador County has been improving every year since 2014 and at a rate faster than the state.

**Figure 7. Income and Poverty Rate**

Source: *US Census Bureau, American Community Survey, Table DP03: Selected Economic Characteristics*

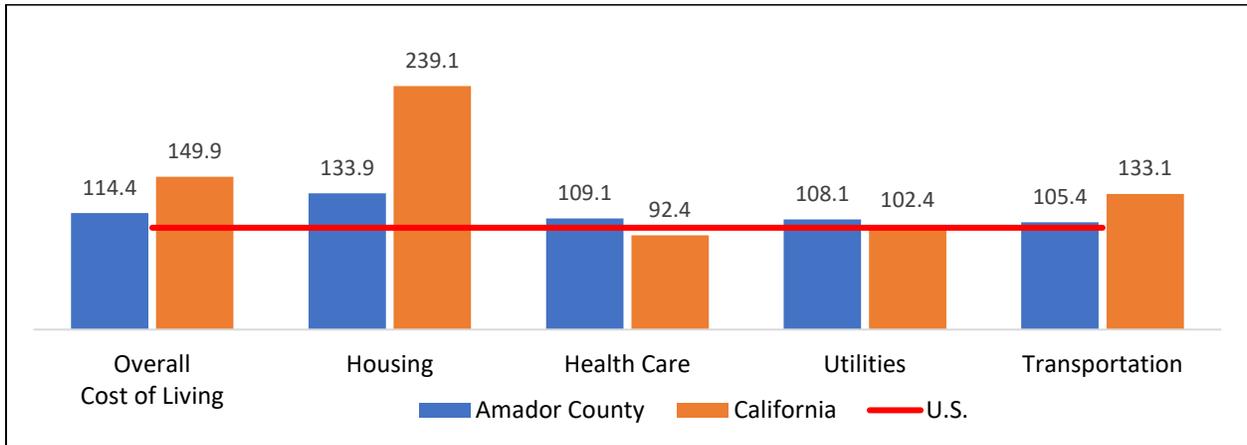
Year	MEDIAN HOUSEHOLD INCOME		PER CAPITA INCOME		POVERTY RATE	
	Amador Co.	California	Amador Co.	California	Amador Co.	California
2014	\$52,964	\$61,489	\$27,373	\$29,906	13.0%	16.4%
2015	\$54,171	\$61,818	\$27,473	\$30,318	12.8%	16.3%
2016	\$57,032	\$67,739	\$27,496	\$33,389	11.2%	14.3%
2017	\$60,636	\$71,805	\$29,628	\$35,046	10.6%	13.3%
2018	\$61,198	\$71,228	\$30,100	\$35,021	9.7%	14.3%

**COST OF LIVING**

Cost of living indices are based on a U.S. average of 100.

The chart below presents the cost of living in Amador County compared to the State of California and the nation. The Index of 114.4 means that it is 114 percent more expensive to live in Amador County relative

to the U.S. average. As expected, the cost of living in Amador County is below that of the state except for health care and utilities which is typical of most rural areas. Housing is the highest cost of living factor in both Amador County and the state.



**Figure 8. Cost of Living**

Source: *Sperling's Best Places*, ([www.bestplaces.net](http://www.bestplaces.net)) July 2020

### TANF-CALWORKS<sup>6</sup>

Data on the number of families that qualify for economic assistance through CalWORKs and other benefit programs contribute to an understanding of the overall level of economic hardship in the county. Families experiencing enough economic difficulty to qualify for CalWORKs may not be below official poverty thresholds, and therefore not counted in official poverty rate statistics.

The number of TANF/CalWORKs recipients in Amador County decreased from 1.8 percent to 1.5 percent between 2016 and 2019. The number of recipients in the county tracks closely with the state, which fluctuated between 1.5 percent and 1.6 percent.

**Figure 9. TANF-CalWORKS Recipients**

Source: California Department of Social Services Data Portal, data updated 4/2020, and 7/2020. Source of Population: California Department of Finance. Total population data do not include incarcerated individuals unless otherwise noted.

Year	Amador County		California
	Average Number Recipients	Percent of Population	Percent of Population
2016	653	1.8%	1.5%
2017	620	1.6%	1.6%
2018	554	1.4%	1.5%
2019	562	1.5%	1.6%

<sup>6</sup> TANF (Temporary Assistance for Needy Families) and CalWORKS are programs providing support to needy families.

## MEDI-CAL BENEFICIARIES

Data on Medi-Cal program recipients helps determine the need for medical assistance. Similar to CalWORKs data, this information can provide insight into general economic hardship in an area by identifying needy individuals and families who may not be included in the official poverty rate.

A significant increase in the number of Medi-Cal beneficiaries in 2014 correlates with the first year of enrollment for health care benefits under the Affordable Care Act. Most counties across the nation realized similar increases. Since that time, the number of recipients in Amador County went from a high of 8,300 recipients in 2016 to 6,985 in 2018. The most recent data (Figure 10) show that the percentage of the county's population receiving Medi-Cal benefits is nearly half of the state as a whole.

**Figure 10. Medi-Cal Beneficiaries**

*Source: California Health and Human Services Program Dashboard; Population Estimates from the California Department of Finance.*

Year	Amador County		California
	Number of Beneficiaries	Percent of Population	Percent of Population
2015	7,980	18.5%	32.8%
2016	8,343	19.3%	34.5%
2017	7,082	18.9%	33.7%
2018	6,985	18.3%	32.9%

## SCHOOL FREE AND REDUCED MEAL PROGRAM

The share of Amador County students receiving free and reduced meals is substantially less than the statewide share and is going down steadily. This is another socioeconomic factor that aligns with the fact that the poverty rate is also declining in Amador County (Figure 11).

**Figure 11. Free and Reduced Meals Recipients**

*Source: California Department of Education, Dataquest*

Year	Amador County			California
	Number of Beneficiaries	Total Enrollment	Percent of Students	Percent of Students
2015-16	2,015	4,060	49.6%	58.9%
2016-17	1,810	4,086	44.3%	58.1%
2017-18	1,922	4,147	46.3%	60.1%
2018-19	1,748	4,155	42.1%	59.4%
2019-20	1,664	4,166	39.9%	59.3%

# Education and Talent Supply

## Educational Attainment

Educational attainment is a general indicator of the workforce skill level of an area. A higher educated population is more likely to be employed and at jobs paying living wages. The skill level of a resident workforce is a critical factor for businesses to consider when deciding where to locate a new or expanding operation. A skilled and educated labor pool is also important to entrepreneurs and knowledge-based businesses.

Amador County consistently has about 30 percent of adults who have completed or are enrolled in college but have yet to attain a degree. The number of Amador County residents with bachelor, graduate, or professional degrees has remained steady since 2014; dropping slightly in 2018. The educational attainment of the workforce age group (25 to 64 years) lags that of the state.

The graduation rate in Amador County is keeping up with the rest of California and about half of the graduates are college-bound (Figure 13). However, the declining share of the population with four-year degrees indicates that these college-bound students may not be completing their studies. Data also show that students in the county do not perform as well on state-mandated assessment tests (Figure 14).<sup>7</sup> This along with the fact that students are not completing their studies may indicate that they are not sufficiently prepared for college-level courses.

**Figure 12. Educational Attainment**

Source: US Census Bureau, American Community Survey; 5-Year Estimates, Table: S1501

	Amador County					California
	2014	2015	2016	2017	2018	2018
Population over 25 yrs	28,733	28,676	28,746	28,953	29,520	26.2 M
Less than High School	11.7%	11.6%	11.7%	10.3%	9.7%	17.0%
High School or Equivalency	27.5%	27.0%	26.8%	27.1%	28.7%	20.6%
Some College	31.0%	30.9%	31.2%	30.1%	29.6%	21.3%
Associate degree	9.4%	9.2%	8.9%	10.5%	11.7%	7.8%
Bachelor’s Degree	14.3%	14.7%	14.7%	14.8%	13.2%	20.8%
Graduate or Professional	6.2%	6.6%	6.9%	7.3%	7.1%	12.5%
Population age 25-34 years with a bachelor or higher degree					21.6%	36.0%
Population age 45-64 years with a bachelor or higher degree					22.2%	30.9%

<sup>7</sup> On January 1, 2014, the California Assessment of Student Performance and Progress (CAASPP) System was established and replaced the Standardized Testing and Reporting (STAR) Program which students in grades 3 through 8, and grade 11 are tested for English Language Arts / Literacy (ELA) and mathematics.

**Figure 13. Educational Performance**

Source: California Department of Education, School Dashboard

	Amador County (2 High Schools)			California
	2017-18	2018-19	2019-20	2018-19
Total Enrolled	4,147	4,155	4,166	6.2 M
Graduates	356	269	n/a	3.6 M
Graduation Rate	88.5%	87.9%	n/a	84.5%
College Bound <sup>8</sup>	47.2%	n/a	n/a	n/a

**Figure 14. Student Performance on State Assessment Tests**

Source: California Department of Education, California Assessment of Student Performance and Progress

	Amador County			California
	2016-17	2017-18	2018-19	2018-19
Met or Exceed Standard:				
English Language Arts (ELA)	46.0%	44.8%	47.3%	51.1%
Mathematics	31.5%	29.2%	31.6%	39.7%

Amador County consistently maintained a lower percentage of high school dropouts than the rest of California, except for the 2010-2011 school year when Amador County’s dropout rate spiked at 18.5 percent. In the period spanning 2006-2016, Amador County saw its lowest high school dropout rate of only 1.5 percent in 2009. The high school dropout rate is an indicator of the capacity of the school system to provide youth with a basic level of education and workforce training. Employers, especially those that offer higher wages, typically require a minimum of a high school degree or equivalent.

**Figure 15. High School Drop Out Rate**

Source: Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

Year	Number of dropouts	1-year dropout rate	CA 1-year dropout rate
2006-07	95	4.4%	5.5%
2007-08	81	3.9%	4.9%
2008-09	29	1.5%	5.7%
2009-10	37	2.3%	4.6%
2010-11	282	18.5%	4.2%
2011-12	56	3.8%	4.0%
2012-13	55	3.9%	3.9%
2013-14	32	2.3%	3.1%
2014-15	31	2.3%	2.8%
2015-16	22	1.7%	2.6%

Source: California Department of Education

<sup>8</sup> Enrolled in college within 12 to 16 months of completing High School.

The percentage of Amador County graduates eligible for the University of California (UC) or the California State University (CSU) systems increased substantially during the 2008-09 school year but has consistently been less than the percentage of eligible graduates statewide.<sup>9</sup> The percent of graduates eligible for the UC or CSU systems is an indicator of how well the school system is preparing its students for higher-wage employment. A college education is generally correlated with higher earnings from employment.

**Figure 16. Graduates Eligible for UC or CSU System**  
*Source: Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018*

Year	County Graduates		CA Graduates
	Number	Amador County	California
2006-07	61	13.7%	35.5%
2007-08	72	18.2%	33.9%
2008-09	89	26.7%	35.3%
2009-10	95	25.2%	36.3%
2010-11	87	24.0%	40.3%
2011-12	83	25.3%	38.3%
2012-13	67	22.2%	39.4%
2013-14	84	26.0%	39.1%
2014-15	67	23.1%	43.4%
2015-16	73	26.5%	45.4%

*Source: California Department of Education*

The average Scholastic Assessment Test (SAT) scores in Amador County fluctuated but experienced a slight overall decrease between 2006 and 2015. SAT scores in Amador County have consistently been above the statewide average. During this same period, the percent of Amador County students who took the SAT increased by 7.8 percent, with the most significant proportional increases taking place in the 2010-2011

**Figure 17. Average SAT Scores\* (out of 2,400), Amador County**  
*Source: Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018*

Year	Amador County		California	
	Percent of Students who took SAT	Average SAT Scores	Percent of Students who took SAT	Average SAT Scores
2006-07	19.2%	1,555	36.9%	1,497
2007-08	19.6%	1,543	35.9%	1,500
2008-09	21.6%	1,594	34.7%	1,502
2009-10	21.2%	1,589	33.3%	1,521
2010-11	25.1%	1,547	37.9%	1,502
2011-12	24.9%	1,576	39.3%	1,492
2012-13	24.7%	1,521	40.4%	1,489
2013-14	25.7%	1,566	41.1%	1,487
2014-15	29.1%	1,542	42.4%	1,473
2015-16*	27.0%	1,569	43.5%	1,455

*Source: California Department of Education*  
*\*In newly released 2016 data, the method used to calculate average SAT scores has changed, and therefore is not directly comparable to previous year's data.*

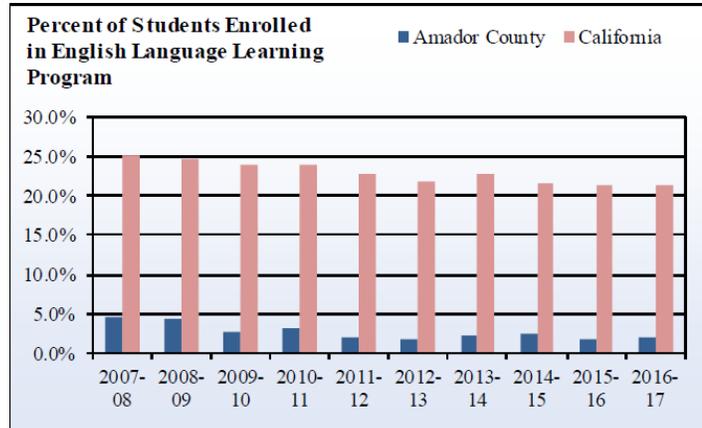
<sup>9</sup> Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

and 2014-2015 school years.<sup>10</sup> Despite these increases, consistently fewer Amador County students took the SAT when compared to the statewide average.<sup>11</sup>

English Language Learner (ELL) enrollment in Amador County fluctuated and ultimately declined, dropping from 216 enrolled ELL students in 2007 to only 83 in 2017. Between 2007 and 2017, the percentage of Amador County students enrolled in ELL programs was consistently around 20 percent lower than the California average.<sup>12</sup>

**Figure 18. Percent of Students Enrolled in English Language Learning Program**

Source: Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018



## Learning in Amador County

### PRIMARY EDUCATION

Amador County public schools consist of the Amador County Unified School District (Amador County USD) and the Amador County Office of Education. Amador County USD offers a variety of programs including a STEM<sup>13</sup> magnet school, a Visual and Performing Arts (VAPA) magnet school, state preschool, career technical education, adult education, a variety of special education services, as well as traditional programs. Amador County USD serves about 4,000 P-12 and adult students.

### HIGH SCHOOLS

- Amador High School, located in Sutter Creek, is one of two high schools in Amador County and serves about 700 students in grades 9-12
- Argonaut High School, located in Jackson, serves about 600 students.

<sup>10</sup> Unlike the state-mandated CAASPP tests which all students take, SAT testing is a choice, taken by students interested in pursuing higher education.

<sup>11</sup> Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

<sup>12</sup> Amador County Economic and Demographic Profile, Rural County Representatives of California, 2018

<sup>13</sup> Science, Technology, Engineering and Mathematics; STEM refers to a curriculum based on the idea of educating students in these four specific disciplines.

## **EDUCATIONAL OPTIONS/ALTERNATIVE SCHOOLS**

- North Star Independent Study School
- Independence Continuation High School
- Amador County Community School (Amador County Office of Education)

## **JUNIOR HIGH SCHOOLS**

- Lone Junior High School
- Jackson Junior High School

## **ELEMENTARY SCHOOLS**

- Lone Elementary
- Jackson Elementary
- Plymouth Elementary
- Sutter Creek Primary and Secondary
- Pine Grove STEM Magnet school serves students in transitional kindergarten through sixth grade. Students learn about how science, technology, engineering, and math are involved in everyday lives through hands-on learning and exploration. Teachers integrate STEM into classrooms by supplementing the curriculum with theme-based STEM units.
- Pioneer VAPA Magnet School serves students in transitional kindergarten through sixth grade. Academic learning focuses on artistic literacy, innovation, creativity, and excellence in the arts.

## **STATE PRESCHOOLS**

Amador County State Preschool Program is a state-subsidized half-day program at four sites in the county (lone, Jackson, Plymouth, and Pioneer). The preschools are currently incorporating the STEAM curriculum model into lessons to prepare students for a successful kindergarten and elementary school future.<sup>14</sup>

## **AMADOR ADULT EDUCATION**

The adult education program provides high school diploma and equivalency, English Language Learning, and Certified Nursing Assistant (CNA) certification training.

## **FACILITIES**

Many of Amador County USD's facilities and infrastructure are old and in need of repair. In 2018, Amador County USD tried to pass a bond measure that would have financed many of the needed upgrades, but the bond measure failed by a narrow margin. Amador USD is considering the introduction of a new bond measure in 2022.

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<sup>14</sup> STEAM: Science, Technology, Engineering, Arts, and Mathematics

## **ACADEMICS**

Amador County USD is a member of AVID (Advancement Via Individual Determination). AVID is a nonprofit that helps schools shift to a more equitable, student-centered approach to close the opportunity gap in college graduation rates among diverse and underrepresented demographic groups and by providing scaffolded support that educators and students need to encourage college and career readiness and success. AVID was implemented and supported for the past three years at Jackson and Lone Junior High Schools and the past year at Amador and Argonaut High Schools, significantly increasing the success of students.

Amador County USD implemented all on-line learning beginning in fall 2020 due to COVID-19. All students are loaned a device (if needed), a hotspot, and router (if needed) to access the internet. To date, over 800 hotspots and routers have been loaned as well as over 2,000 devices (Chromebooks). Many of the Amador County USD instructors are teaching remotely from the classroom. According to Amador County USD, 98 percent of the students are engaged with online learning and they are working on the remaining two percent. In the interim, these students receive hard-copy documents and assignments.

## **CAREER TECHNICAL EDUCATION**

Amador County USD has an aggressive Career and Technical Education (CTE) pathways program including:

- CTE Pathways at Argonaut High: Agricultural and Natural Resources, Hospitality, Tourism and Recreation, Information and Communication Technologies, and Manufacturing and Product Development
- CTE Pathways at Amador High: Agricultural and Natural Resources, Hospitality, Tourism and Recreation, Media Arts, and Entertainment
- CTE Pathways at Independence High: Media Arts and Entertainment, and Information and Communication Technologies

## **POST SECONDARY EDUCATION**

### ***The San Joaquin Delta Community College District***

San Joaquin Delta College, located in Stockton, serves Amador County, however, the college does not have a physical campus in Amador County. Delta College offers a dual enrollment program, however, Amador County USD does not participate. Amador County USD, at Amador High School, does participate in Delta's CTE Transitions program that provides a planned sequence of study in a career technical field and the opportunity to earn college credit while still in high school.

### ***Columbia College***

Columbia College, located in Sonora, offers a College and Career Access Pathway (CCAP) program. Amador County USD partners with Columbia College to offer the CCAP program to grades 9 to 12 at both Amador and Argonaut High Schools. The CCAP program was made possible by Assembly Bill 288 and authorizes California Community Colleges to enter into formal partnership agreements with local school districts to expand access to college courses for high school students. The benefits of offering college courses to high school students during the regular school day include accelerated learning, building career pathways,

promoting accountability for student learning, and providing course credits for those going planning to enter the UC/CSU system.

The district partnered with Columbia College in the 2019-20 school year to offer the CCAP program to students. About 25 students enrolled in CCAP the initial year, and over 60 enrolled for the 2020-21 school year, with many students engaged in the fire science, culinary, and health care career pathways. Due to COVID-19, the 2020-21 program was canceled. As an alternative, all Amador County USD qualified students can dual-enroll with Columbia, earning both high school and college credit.

Columbia College also offers video broadcast classes at the Amador Economic Prosperity Center in Sutter Creek. A video broadcast class is two classes linked together. One class meets on campus and the other meets in the Amador Economic Prosperity Center. The on-campus class is broadcast to Amador County using videoconference technology, providing for an interactive learning environment with live instruction and peer-to-peer contact in both locations.

### ***Amador College Connect***

Amador College Connect is a free local resource center that connects people to online college classes and careers. Hands-on technical assistance with financial aid forms, applications and tutoring is available. Through partnerships with four colleges and universities, Amador College Connect makes it possible for students to enroll and earn certificates, associate, and bachelor's degrees without leaving the county. Affiliated colleges/universities include:

- Arizona State University offers a full catalog of online course offerings leading to a four-year degree.
- Columbia College offers several online degree program options leading to a 2-year degree or apprenticeship. Additionally, Columbia College partners with Jackson Rancheria Casino Resort and Amador College Connect to offer a Hospitality Management Apprenticeship program to casino employees. Columbia College also partners with First 5 Amador, Amador College Connect, and area childcare agencies to offer a Child Development Apprenticeship program.
- Coastline College, Foothill College, and John Hancock College offer a variety of career options leading to Certificates of Completion.

## **EDUCATION/TRAINING/WORKFORCE PARTNERSHIPS**

### ***Mother Lode Job Training***

Mother Lode Job Training (MLJT) serves four foothill counties with four job centers (Amador, Calaveras, Tuolumne, and Mariposa). The region encompasses 5,280 square miles, 154,443 residents, 8,000 businesses, and a workforce of 64,424. The Amador County office is located in the Amador Economic Prosperity Center in Sutter Creek. MLJT shares this office with the Amador County Chamber of Commerce, College Connect, and Columbia College. Local staff includes a center manager, resource specialist, and a job developer. Business services include pre-employment assessments, employee recruitment, internships, work experience, on-the-job training, incumbent worker training, downsizing and layoff assistance, and labor market information. From October 2017 to September 2020, MLJT helped 505 Amador County employers access these services.

Worker and job seeker services include job search, assessment, soft skills training and coaching, training scholarships, and labor market information to identify in-demand and high growth occupations. From October 2017 to September 2020, MLJT helped 996 job seekers access these services.

**Central Mother Lode Regional Consortium (CRC)**

The Central/Mother Lode Regional Consortium (CRC) is one of seven community college regions established by the California Community College Chancellor’s Office to create and implement career and technical education programs. The CRC works with community colleges to advance initiatives including *Vision for Success*, the *Strong Workforce Programs (SWP)*, and *Guided Pathways* on behalf of the Chancellor’s Office. The CRC serves as a connection between the colleges, and the region’s industries, adult education, workforce development, K-12, and community stakeholders to develop a skilled workforce. The CRC region is one of the largest in California consisting of 15 counties, 14 community colleges, and eight community college districts, including Amador County.

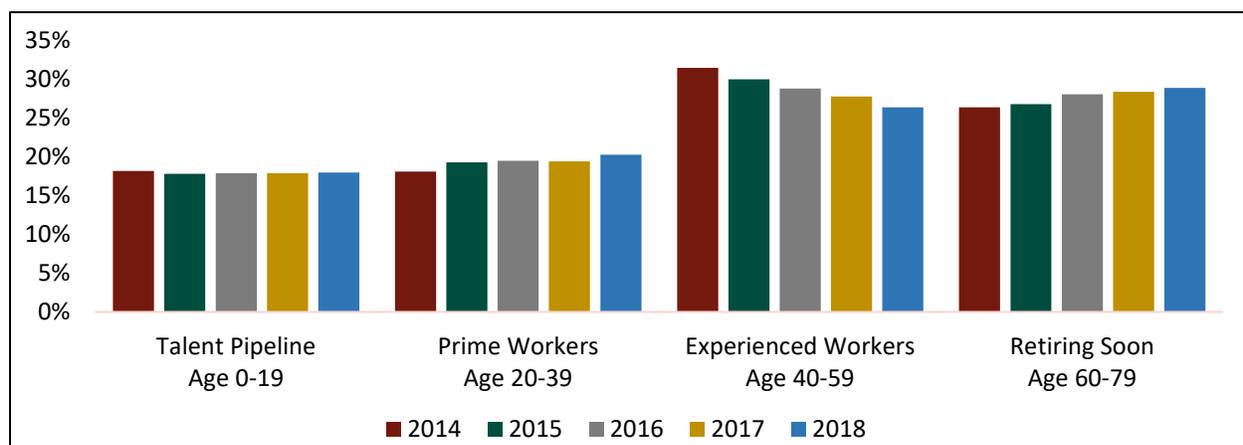
The CRC and partners are developing integrated programs such as career pathways that lead to industry-recognized credentials. The industry-recognized credentials would be stackable and portable statewide. The developing career pathways and stackable credentials will provide opportunities for the low-wage, low-skill workforce to move into the middle-wage, middle-skill occupations. This is in line with the State of California's vision to produce a million new credentials and double the number of apprenticeships by 2027 and meet the needs of business and industry within the Mother Lode region.

## Talent Pipeline

Another important factor that businesses look at is a community’s talent pipeline. The Amador County Talent Pipeline—the source of the future workforce—is flat. There is no growth in the 0-19 age group and very little growth in the 20-39 age group to replace aging workers. Amador County is losing Experienced Workers (ages 40-59) and the Retiring Soon age group (ages 60-79) is growing. Economists predict that

**Figure 19. Growth / Decline of Talent Pipeline as Share of Population**

Source: US Census Bureau, American Community Survey, Table S0101



because of COVID-19 these last two age groups may be drastically impacted further as many people may begin to consider an early retirement rather than wait to see if their job is safe.<sup>15</sup>

## Skills Gaps and Projections

In August 2019, the Central Valley/Mother Lode Center of Excellence (COE) conducted a labor market analysis focused on the Central/Mother Lode Region's<sup>16</sup> workforce supply and demand for twelve (12) regional sector targets.<sup>17</sup> These sector targets were identified in 2016 by the California Community College Chancellor's Office as the priority industries for career technical education.

- Agriculture, Water, and Environmental Technologies
- Advanced Manufacturing
- Business & Entrepreneurship
- Energy, Construction, and Utilities
- Education
- Global Trade
- Health Care
- ICT/Digital Media
- Logistics
- Mechanics and Welding
- Protective Services
- Retail, Hospitality, Tourism & Entertainment

Several of these sectors are Amador County targets as well (agriculture, tourism, health care, construction, education, business, retail, hospitality, tourism). The study examined labor market demand and postsecondary supply for the Mother Lode region on the 12 industry sectors. Employment and five-year labor market projections for occupations in each industry were collected to shed light on where jobs are now and where they will be in the future. Wages were also gathered to identify jobs that are in demand and that pay living wage or higher wages. Postsecondary supply was analyzed to determine which industries could be facing a workforce shortage in the near future.

The five-year market analysis by COE shows businesses in the region with the greatest workforce demand from 2019 to 2024 are:

- The business sector has the largest number of annual job openings (570)
- Retail, hospitality, tourism, and entertainment (502 openings)
- Energy, construction, and utility sector (434 openings)
- Health care sector (320 openings)
- Public safety sector (277 openings)

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<sup>15</sup> Robert Eyler, PhD Sonoma State University. "Outside the Box" by Kerry Hannon, CNBC, August 6, 2020. "Older Workers May be Retiring Early Because of the Coronavirus" by Patrick Kiger, AARP.org, July 23, 2020

<sup>16</sup> Alpine, Amador, Calaveras, Tuolumne, Mariposa Counties

<sup>17</sup> <http://coeccc.net/Search.aspx?id=2737>

Occupations with the most projected job openings anticipated in the region from 2019 to 2024 are:

- Office Clerks, General (128 annual openings)
- Cooks, Restaurant (104 annual openings)
- Correctional Officers and Jailers (99 annual openings)
- Bookkeeping, Accounting, and Auditing Clerks (89 annual openings)
- Secretaries and Administrative Assistants Except Legal, Medical, and Executive, (89 annual openings)
- Maintenance and Repair Workers, General (89 annual openings)

## **HISTORIC DEMAND**

Historic job posting analytics for identified industry targets in Amador County from May 2019 to July 2020 show similar demand trends locally.<sup>18</sup>

- The health and social assistance sector had the largest number of job postings (711) and the highest median advertised salary (\$73,600); the top business locations posting openings were Jackson, Lone, and Sutter Creek.
- The accommodations, food service, arts, entertainment, and recreation sectors had 465 job postings with a median advertised salary of \$36,000; the top business locations posting openings were Jackson and Lone.
- The manufacturing sector had 138 job postings with a median advertised salary of \$70,000; the top business locations posting openings were Plymouth, Lone, and Jackson.
- The construction sector had 112 job postings; the top business locations posting openings were Lone and Jackson (advertised median salary not available).
- The agriculture, forestry, hunting, fishing, utilities, and mining sectors had 21 job posting; the top business locations posting openings were Pioneer, Sutter Creek and Jackson (advertised median salary not available).

## **SUPPLY**

The data below presents the CTE student enrollment at Columbia Community College, the college that serves Amador County and the Mother Lode Region. From the data available, it is not possible to determine how many of these students are Amador County residents but it does reflect the potential pool of qualified applicants for Amador County employers.

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<sup>18</sup> Emsi Q3 2020 Job Posting Analytical Reports provided by Mother Lode Job Training

**Figure 20. Columbia College Enrollments in CTE Programs of Study**

Source: California Community Colleges LaunchBoard. [www.calpassplus.org/LaunchBoard](http://www.calpassplus.org/LaunchBoard)

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Total CTE Enrollment	1,816	1,741	1,676	1,682
Advanced Manufacturing	55	38	53	63
Agriculture	289	259	225	219
Business & Entrepreneurship	291	355	366	372
Energy & Construction	n/a	n/a	n/a	16
Health	341	322	321	363
Information Technology	506	428	390	412
Public Safety	291	218	173	205
Reail & Hospitality	84	131	106	128
Transportation & Logistics	65	77	84	60

# Economic Development and Job Creation

**Traded Sector** consists of businesses that provide goods and services to customers outside of the region; they export goods and import dollars; e.g. manufacturing and processing.

**Population Driven** businesses provide goods and personal services to residents; primarily retail but also include medical care and construction.

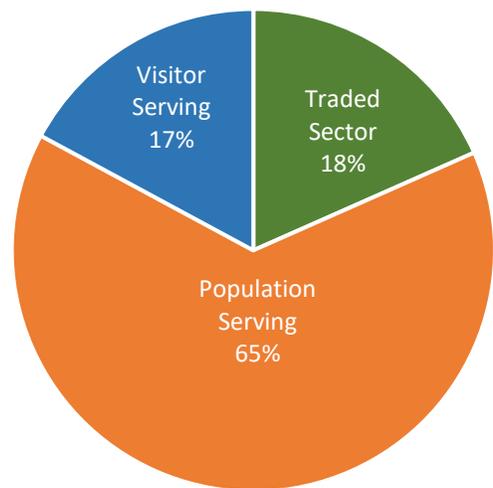
**Visitor Market** businesses that attract or serve visitors to the community; e.g. lodging, and destination attractions.

Many businesses are a hybrid of population and visitor-serving. They provide goods and services to locals and those who are traveling through Amador County to other destinations; e.g. restaurants, service stations.

Amador County’s economy, like others, depends on a balance of all three sectors. The importance of the traded sector versus population-serving businesses is that the traded sector tends to offer higher wages which enable employees to increase spending on household items and adds to disposable income. Further, when traded sector businesses can purchase goods and services locally (raw materials, use local machine shops, etc.) this supports additional hiring by local vendors.

A strong economy is balanced with employment and revenue generation from all three of these economic sectors. Amador County’s economy is heavy on the retail and service industries—82 percent of the employment in Amador County is in the population-driven and visitor markets.

The population- and visitor-serving businesses have been among the hardest-hit during the COVID-19 pandemic. Economists predict they will be among the last to recover. Diversifying the economy to include a greater share of traded sector businesses will improve the stability and resilience of Amador County’s overall economy.



**Figure 21. Share of Amador County’s Employment by Industry Sector**

## Industry Performance

This section presents the performance of Amador County’s target industries—employment and output historically, national expectations for growth, and the concentration of employment in Amador County. Data tables that provide statistical evidence of the performance and suitability of these industries for Amador County are described below and located at the end of this document (Supplemental Information).<sup>19</sup>

**Growth Industries in Amador County**—shows non-retail industries that have added 15 or more jobs in Amador County in the past eight years and are growing faster than the U.S. average (2010-2018) for that industry.

**National High-Growth Industries**—shows industries with projected positive growth in employment and/or output nationally; these industries are compared to Amador County’s 2010-2018 growth, current employment, number of establishments, and average wage.

**Key Economic Base Components in Amador County**—includes the industries in Amador County with 50 or more employees in 2018 (exclusive of retail, wholesale, and personal services); the employment growth from 2010 to 2018, number of firms, average wages, and location quotient.

**Amador County Share of State Employment by Industry Sector**—compares the number of firms and jobs in the State of California and Amador County for each industry.

**Basic Industries in Amador County with High Location Quotients**—presents the industries in Amador County with a location quotient (LQ) of 1.5 or greater and employment of 15 or more in 2018. A location quotient is an evaluation of how concentrated a particular industry is within the county as compared to the nation, state, or region.

## Amador County Target Industries

The following industries are targeted for attraction, startup, expansion, and retention in Amador County and align with the regional marketing and workforce development groups’ industry focus—Central Sierra Economic Development District and the Mother Lode Workforce Development Board and Job Training.

- Manufacturing
- Agriculture and Support Services
- Natural Resources (biomass, forest products, and management, mining)
- Health Care
- Hospitality (tourism)
- Information Technology
- Construction

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<sup>19</sup> Unless otherwise noted the industry data referenced in this section is from the data tables located at the end of this document. The sources of data are IMPLAN ES202 data, Bureau of Labor Statistics Industry Employment and Output Projections, October 2019; Census Bureau Survey of Plant Capacity Utilization, Q1 2020.

## **MANUFACTURING**

Nationally, manufacturing jobs have declined over the past decades, but it is still a critical industry. Manufacturing continues to be the major component of national and local GDP (gross domestic product). Its impact on local economies is higher than in other industries and it typically provides higher paying and higher-skilled jobs.

There are about 50 manufacturing firms located in Amador County. Manufacturing jobs in the county grew by just 19 percent from 2010 to 2018 (614 jobs to 728 jobs which accounts for a net of 114 jobs). Overall the projected national ten-year growth (2018 to 2028) in the manufacturing sectors continues to be negative (-0.5 percent) but the output is projected to grow by 1.6 percent.

In Amador County, the manufacturing industry supports other important industries—agriculture, wineries and breweries, and mining. The agriculture industry sector depends on and crosses-over to manufacturing (food processing, packaging, etc.). Wine and breweries accounted for over 300 jobs in the county. Nationally, employment growth in these sectors is low but positive, unlike other manufacturing sectors.

Explosives manufacturing in Amador County employs about 150 and realized a net increase of 33 jobs (2010 to 2018). Nationally job growth in this sector is expected to decline slightly between 2018 and 2028. However, this has been a successful export industry in Amador County and it is important to continue to support this industry.

## **AGRICULTURE AND SUPPORT BUSINESSES**

This industry group includes agricultural operations and support activities (professional services) and can include cross-over to manufacturing (e.g. packaging, processing, and analytical instruments). Amador County has a long history with agriculture and is seeing success with the emerging wine growers, vintners, and breweries. Though not as well known as the Napa or Sonoma Valley, the Shenandoah Valley in Amador County is gaining popularity and recognition which is helping support agriculture and tourism employment.

Agriculture industries registering local employment growth from 2010 to 2018 include ranching, poultry, and egg production. Nationally, employment in these industries is expected to decline over the next ten years. Local employment in the support activities for the crop production industry sector grew by 21 percent from 2010 to 2018 and has positive growth projections nationally. Agriculture and related industries show a mixed performance, yet netted 178 new jobs over the past 10 years. National employment growth projections are low or negative but output growth over the next 10 years is positive. Wages in these industries can be low but there are also some very technical and highly-skilled occupations; e.g. entomological services, disease and insect control, aerial crop dusting, orchard trees and vines surgery and transplanting.

## **NATURAL RESOURCES**

Amador County was founded on the mining industry, primarily gold. Mining has remained an essential part of the county's economy. Although the industry does not record a large number of jobs, employment

has seen an annual average growth of 45 percent over the past ten years (from 12 jobs to 66 jobs). Projected future growth in gold mining and crushed and broken stone mining is low but positive. The average annual wages paid in these two industries (\$60,000 to \$71,000) are among the highest. Gold ore mining and has a location quotient of 8 relative to the State of California, and 77.6 relative to the nation. There are other mining operations in the county but employment is small, declining, and the national location quotients are much lower than the LQ for gold.<sup>20</sup>

A risk for the Amador County economy is that there are few employers in the mining industry and traditionally gold and other mineral trading prices are volatile.

**Figure 22. 10-Year Historical Data for Real (inflation-adjusted) Gold Prices (per ounce)**

*Source: [www.macrotrends.net/1333/historical-gold-prices-100-year-chart](http://www.macrotrends.net/1333/historical-gold-prices-100-year-chart)*



## HEALTH CARE

The healthcare sector is a significant employer in Amador County and the region. With the large aging baby boomer population and medical advancements enabling many people to live longer and have more active lives, this industry sector and its related occupations will continue to be an important and growing industry sector for many years to come. Included in this industry sector are hospitals, outpatient care centers, medical and diagnostic labs, physician offices, nursing and residential care centers, home health, and other care services.

Nationally, job growth in all sectors of health care is positive and ranges from 0.6 percent to as much as 6.7 percent (HMO Medical Centers). Total employment in the health care industry declined in Amador

<sup>20</sup> A Location Quotient (LQ) is an indication of how concentrated an industry (occupation ) or other factor is in a region as compared to the nation. It helps reveal what makes a region unique. An Industry LQ is calculated by comparing the industry's share of *regional* employment with its share of national *national* employment.

County between 2010 and 2018 by a net of 76 jobs (1,095 to 1,019). However, Amador County did experience job growth in medical centers, home health care, and residential facilities, all of which also have national employment growth projections of about 4 percent between 2018 and 2028.

There are some unique obstacles faced by health care providers in rural areas, for example:

- Rural populations are generally older and the elderly have more chronic conditions that require more services and/or more specialized services
- The ratio of healthcare workers to residents in rural areas is lower than in urban areas
- Attracting and retaining healthcare workers is more difficult because of the wage differential between rural and urban areas

### **TOURISM / HOSPITALITY**

The Tourism or Hospitality sector includes food services, lodging, recreation, transportation, and a mix of retail. These industries employ nearly 3,000 people in Amador County and many are expected to continue adding more jobs every year. Tourism has long been a big part of the economy in Amador County because of its history and natural environment. Vineyards, wineries, and tasting rooms are adding to and expanding the visitor market. There are still more opportunities to create and expand the visitor experience in Amador County, e.g. farm stays, farm tours, winery tours, outfitter services, and guided recreational expeditions.

The visitor sector, like the traded sector, brings in revenues from the outside when commuting workers and tourists spend money in Amador County. However, the visitor industry—hotels, restaurants, and retail in general—are among the industries hardest hit by COVID-19. They are experiencing a loss of demand, revenues, and employment. Many of these businesses in Amador County are locally-owned small businesses. The extent of the expected decline is unknown at this time. Figure 23 shows that the revenue generated by visitors traveling through Amador has steadily increased since 2014.

**Figure 23. Amador County Direct Travel Spending in Amador County (\$ Millions)**

*Source: California Travel Impacts 2010-2019p. Prepared by Dean Runyan Associates, Inc. for Visit California. April 2020*



### **INFORMATION TECHNOLOGY**

The Information Technology (IT) industry sector is comprised of firms in telecommunications, computing, networking, software, programming, information systems, and management. Also included are firms involved in the manufacturing, wholesale, and retail sales of hardware and software, and services like programming, repair, maintenance, data collection, and analysis.

While there is a core set of industries used to define the sector, IT occupations cross all industry sectors. Some level of tech skills is required by all businesses, regardless of industry type or employment size. A portion of every company's investment and workforce is dedicated to and uses IT. The rapid adoption of technology, the need for cybersecurity, upgrades, and replacement of hardware and software increases the demand for tech-savvy workers in all industry sectors.

Two IT firms are located in Amador County in the wired telecommunications sector. Job growth from 2010 to 2018 was positive, 24 jobs were added for a total of 94; average wages for these jobs is \$58,200. Unfortunately, predicted job growth is negative (-2.6 percent); the same is true of wireless telecommunications (-0.5 percent). Job growth is predicted in data processing, internet publishing, and other information services; currently, there are no firms in these industries in Amador County. Amador County would do well to focus on occupational training for IT jobs. This would help existing businesses fill open positions and will help the area become more attractive to IT firms.

## **CONSTRUCTION**

The construction industry includes companies engaged in building and engineering projects (highways, bridges, and utility systems), preparing sites for new construction, contractors, and specialty trades.

The construction industry in Amador County realized an increase of 198 jobs from 2010 to 2018, an 81 percent increase. Most likely this increase can be contributed to rebuilding after the wildfires. In 2018 there were a total of 107 firms in Amador County; the average wage paid is a healthy \$57,861 a year. Nationally, this industry is projected to continue to grow in employment. Even though the COVID-19 pandemic stalled some projects and others shifted timelines, according to industry research, growth can still be expected. The focus of much of this national growth may be on the nation's aging infrastructure.

Much of the detail in how and when the industry will pick up and Federal funds may be available for infrastructure projects is dependent on the progress of the pandemic and the results of the national elections. The aftermath of the Northern California wildfire seasons will always add another layer of uncertainty to the construction industry sector.

## **CONCENTRATION OF INDUSTRIES**

Amador County's economic base (Figure 24) is heavily weighted to service and retail industries which are the ones that offer lower-paying jobs. Among the goals of the CEDS is to further diversify the economy by improving worker skills, which will lead to greater high-paying job opportunities.

**Figure 24. Concentration of Amador County Industries by Employment, 2018**

Source: US Census Bureau, American Community Survey, Five-Year Estimates, Table S2403

Industry	Number Employed	% of Total	California % of Total
Ag., Forestry, Fishing, Mining	592	4.5%	2.1%
Construction	923	6.9%	6.8%
Manufacturing	598	4.5%	8.7%
Wholesale Trade	139	1.0%	2.7%
Retail Trade	1,576	11.9%	10.2%
Transportation, Warehousing, Utilities	725	5.5%	5.7%
Information	268	2.0%	2.8%
Finance, Insurance, Real Estate	443	3.3%	5.8%
Professional, Scientific, Management	1,315	9.9%	14.2%
Educational Services, Health Care, Social Assistance	2,631	19.8%	21.2%
Arts, Entertainment, Recreation	1,986	14.9%	10.3%
Other Services	688	5.2%	5.0%
Public Administration	1,405	10.6%	4.5%

**INDUSTRY EARNINGS**

**Figure 25. Amador County Industry Earnings, 2017**

Source: US Census Bureau, Annual Business Survey, Table AB1700CSA01

Industry	Revenue	Payroll
Ag., Forestry, Fishing, Mining	N/A	N/A
Construction	\$16.4 M	\$6.3 M
Manufacturing	\$74.4 M	\$22.5 M
Wholesale Trade	N/A	N/A
Retail Trade	\$300.7 M	\$36.3 M
Transportation, Warehousing, Utilities	N/A	N/A
Information	N/A	N/A
Finance, Insurance, Real Estate	N/A	N/A
Professional, Scientific, Management	\$22.0 M	\$9.5 M
Educational Services, Health Care, Social Assistance	\$202.8 M	\$68.8 M
Arts, Entertainment, Recreation	\$47.8 M	\$13.4 M
Other Services	N/A	N/A
Public Administration	N/A	N/A

## Development Opportunities

Balancing the needs of the resident population with the need to continue investment in physical infrastructure to accommodate growth and support job-creating industries will be challenging. Currently, Amador County and its cities have a very limited inventory of fully improved industrial property. Lack of industrial property improved with off- and on-site infrastructure is a major obstacle to economic growth. The county will continue to remain non-competitive with other regional locations due to this limitation. Development opportunities for the county and cities are listed below. The realization of the economic development potential of these areas depends on securing funding for infrastructure improvements.

### AMADOR COUNTY

The county has four principal development areas that offer opportunities for industrial and commercial growth.

**(1) The Martell Regional Service Center (RSC)** encompasses approximately 679 acres of land near the intersection of State Route (SR) 49, SR 88, and SR 104 near Westover Field. Martell is the largest commercial center in Amador County, offering a variety of commercial, industrial, and residential uses. According to the Amador County General Plan,<sup>21</sup> the RSC will accommodate a mix of retail, commercial, industrial, and higher-density housing with a total of approximately 2.5 million square feet of commercial and 1 million square feet of industrial uses, with about 25 percent already developed. Thirty-three percent (33 percent), or approximately 225 acres are zoned for industrial uses. The Martell RSC can accommodate 1,200 to 3,000 housing units over 20 years, making it the largest future housing location in the unincorporated county.

There are two fully improved industrial/business parks in the Martell RSC.

- Sierra West Business Park: 17 remaining fully-improved parcels ranging in size from 1.5 to 3.7 acres, suitable for light industrial/manufacturing/service
- Amador Central Business Park: 35 acres Phase I, 14 remaining fully improved parcels ranging in size from 1 to 5 acres, and Phase II, 48 acres unimproved suitable for R&D, manufacturing, and light industrial uses

Martell RSC is well connected by roads and transit and serves as a local and regional center. Circulation is generally poor, and most travels between locations in Martell occur by car on a State highway. Better internal circulation, including pedestrian and automobile circulation options, both within the “Martell Triangle” (the area bordered by SR 104, SR 88, and SR 49) and to other areas outside of SR 104, SR 88, and SR 49 will be needed. Another key challenge is creating a compatible residential component, allowing residents to live close to the county’s major service center while protecting nearby Westover Field.

**(2) Pine Grove Town Center** includes approximately 360 acres of land in Pine Grove, centered along SR 88 between Ridge Road and Tabeaud Road. Land uses along the approximately one-mile stretch of the highway include commercial including individual retail stores, restaurants, small service, and office buildings, and smaller strip shopping centers; low-density residential fronting the highway, public uses such as government buildings, churches, a fire station, and a school; and light industrial businesses. The Pine Grove TC can accommodate a total of 900 residential units and up to 400,000 square feet of commercial space. As of 2010, existing development included approximately 250 housing units and 215,000 square feet of commercial space, leaving approximately 185,000 square feet available for future commercial development.

**(3) Buckhorn Town Center** covers approximately 140 acres in Buckhorn, centered around SR 88 east of Buckhorn Ridge Road (near the Mace Meadow Golf Club). Land uses in Buckhorn are disbursed along SR 88 with commercial and light industrial uses such as gas stations, small markets, stores, restaurants, and a storage facility. Like Pine Grove, SR 88 dominates the landscape, and connectivity between buildings and uses along the highway is generally poor. The Center can accommodate a total of 250 housing units and 130,000 square feet of commercial uses. In 2010, there were about 90 housing units and 92,000 square feet of non-residential development, leaving about 40,000 square feet available for future commercial development. The Center is also within the Amador Opportunity Zone. Opportunity Zones are a Federal program designed to spur investment in communities by providing Federal tax benefits to qualified investors.

**(4) River Pines Town Center** includes approximately 35 acres in River Pines, extending along Shenandoah Road to the Cosumnes River. Land uses include primarily single-family residential with some limited pockets of commercial. The River Pines Town Center can accommodate up to 100 housing units and approximately 20,000 square feet of retail and service uses. In 2010, there were about 65 housing units and about 7,000 square feet of commercial space leaving about 13,000 square feet available for future development.

## **CITY OF IONE**

The five development opportunities in the City of Ione include:

**(1) Former Preston School of Industry** (approximately 80 acres), also known as Preston Castle was a youth correctional facility, built in the 1890s, and is the most significant example of Romanesque Revival architecture in the Mother Lode region. This historic facility was abandoned in 1960 and is currently a California Historical Landmark and listed on the National Register of Historic Places, owned and operated by the Preston Castle Foundation.

In the 1960's new correctional facility buildings were constructed and operated by the California Department of Corrections and Rehabilitation until 2010 when the site was closed. The approximately 80-acre site is now surplus State of California property. Currently, a 16-acre site (outside of the fence) is the only portion listed for sale by the State. The development of the site has many challenges, including dilapidated buildings, and aging infrastructure. In addition, the State's timetable for disposition of the property is uncertain.

The Preston Castle Foundation (Foundation) owns a 12-acre parcel which includes the administration building (the castle). The Foundation has been actively working to get a federal historic district designation for the property surrounding the land and building it owns. A federal historic district designation would not prevent a developer from demolishing the structures on the now state-owned property but it would require that the developer historically record everything before being demolished.

**(2) Lone Industrial Park** is bounded by a rail line to the north, open space to the west, the city limits and Sphere of Influence (SOI) boundary to the south, and South Church Street/SR 124 to the east. Several railroad spurs cross the property. The approximately 348-acre site has an adopted conceptual land use plan and can accommodate approximately 1.4 million square feet of retail/office, 2 million square feet of commercial/retail, and 6 million square feet of industrial uses. There are no improvements on the site (sewer, water, roads, or utilities).

**(3) Triangle Area** is bounded by SR 124 to the west, SR 104 to the east, and Brickyard Road to the north. The southern boundary is generally SR 88. The approximately 990 acres has an adopted conceptual land use plan and can accommodate roughly 4 million square feet of industrial uses. There are no improvements on the site (sewer, water, roads, or utilities).

**(4) Historic Downtown Lone** generally runs a few blocks along Main Street and maintains historic architecture and character. Plans call for the preservation of the downtown’s historic assets while allowing for intensification of retail, office, and residential uses to enhance the economic viability of the area and the area’s vibrancy. The existing retail buildings and assets are aging but considered a part of the charm of Lone’s historic downtown character. Expansion of the downtown retail area would need to consider the renovation and refurbishment of existing buildings, as well as the development standards necessary to entice the development and reuse of such facilities and parking.

**(5) Commercial and Office Development** Both the Castle Oaks and Preston Reuse Specific Planning Areas identify lands for future retail and commercial development. Infrastructure improvements would need to accompany this future development.

## **JACKSON, AMADOR CITY, SUTTER CREEK**

The cities of Jackson, Amador City, and Sutter Creek have development opportunities in their historic downtown cores and immediate environs; however, any future development is dependent on the availability of supporting physical infrastructure.

## **Labor Force**

As previously stated in this report, the average annual population growth in Amador County is less than one percent and the share of the younger population is small and not growing. The Talent Pipeline—the source of future workers—is flat.

Less than half (44 percent) of the Amador County labor pool is participating in the workforce (Figure 26). This is far below the statewide participation rate of 63 percent.

Building and sustaining a diverse economy by attracting and retaining industry sectors that provide a family-supporting wage depends largely on having a resident workforce with the appropriate skills and a talent pipeline sufficient to meet employers’ current and future hiring needs.

**Figure 26. Labor Force Participation**

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates; Table DP03

	2014	2015	2016	2017	2018
<b>AMADOR COUNTY</b>					
Civilian Population 16+ yrs	32,030	31,994	31,881	32,280	32,677
Labor Force (employed & un)	14,744	14,621	14,512	14,815	14,544
Labor Force Participation Rate	46.0%	45.8%	45.6%	46.0%	44.6%
<b>CALIFORNIA</b>					
Civilian Population 16+ yrs	29.9 M	30.3 M	31.2 M	31.5 M	31,2 M
Labor Force (employed & un)	18.9 M	19.1 M	19.6 M	19.9 M	19.6 M
Labor Force Participation Rate	63.8%	63.6%	63.4%	63.5%	63.5%

**UNEMPLOYMENT**

The county’s unemployment rate has been par with state trends, declining each of the last five years until 2020. The spike in unemployment is, of course, related to the COVID-19 Pandemic and shelter-in-place policies. Virtually every county and community in the nation is heavily impacted.

**Figure 27. Average Annual Unemployment**

California EDD, Labor Market Information Division, ([www.labormarketinfo.edd.ca.gov/](http://www.labormarketinfo.edd.ca.gov/))

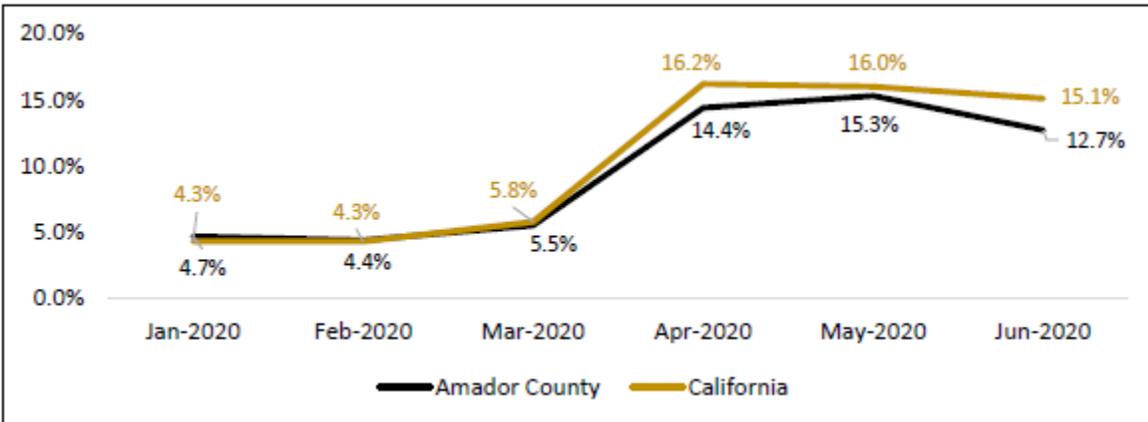
2020 data are May preliminary data

Year	Amador County	California
2016	5.9%	5.5%
2017	5.0%	4.8%
2018	4.0%	4.2%
2019	3.8%	4.0%
2020	15.7%	15.9%

Figure 28 compares Amador County and the state’s monthly unemployment rates for the current year. The county followed the state’s dramatic increase in unemployment from March to April 2020. The county did not reach the state’s level of unemployment and the gap is continuing to improve.

**Figure 28. Unemployment Trends 2020**

Source: California EDD, Labor Market Information Division, Monthly data not seasonally adjusted ([www.labormarketinfo.edd.ca.gov/](http://www.labormarketinfo.edd.ca.gov/))

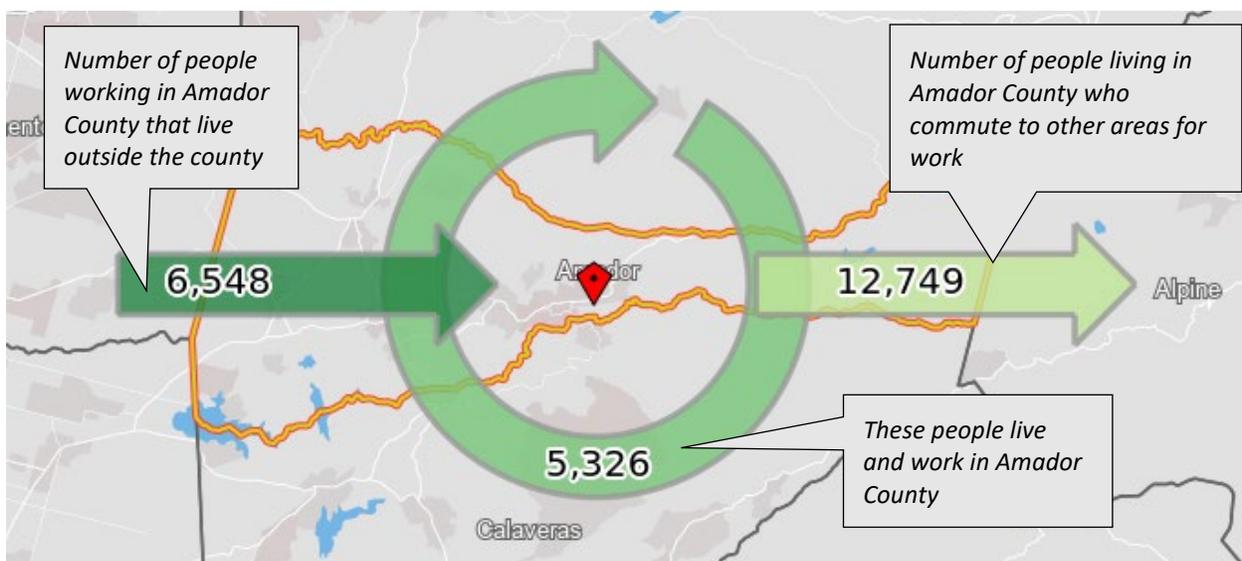


**LABOR MARKET COMMUTE PATTERNS**

Over one-half of the workers in Amador are imported from other counties and nearly three-quarters of Amador’s working population leaves the county for employment elsewhere. A total of 11,874 people work in Amador County. About 55 percent (6,548) of these workers are coming from outside of Amador County.

**Figure 29. Inflow / Outflow Commuter Analysis**

Source: U.S. Census Bureau, Center for Economic Studies Labor Force, 2017 data



The remaining 45 percent (5,326) both live and work in Amador County. Of the 18,075 employed people living in Amador County, 71 percent (12,749) are commuting out of the County for employment.

Occupations and skill level of those commuting out of Amador County has not been studied. However, most labor market analysis will find that people are more willing to commute longer distances for higher wages. Note, that the arrows in Figure 27 do not indicate the direction of worker flow between home and work locations.

# Business Climate and Competitiveness

## Regulatory Process, Fees, Incentives

A competitive business climate includes a collaborative, seamless, consistent, and easy to understand the permitting process and regulatory system. Friendly and timely customer service is another key component in the economic development competitiveness. Removing barriers to business growth and development, providing specialized services and infrastructure that helps reduce costs, increase efficiency, and increase local businesses' market share makes the county a more competitive business environment. To this end, the cities and County of Amador are moving forward with the following projects.<sup>22</sup>

- The City of Sutter Creek received a \$160,000 SB2 grant to update the zoning code and map, and rezone eight parcels from commercial to multifamily residential and from single-family to residential high density. The grant also funds the consolidation of development standards into one document, with an accompanying development checklist. Finally, the circulation element will be updated.
- The City of Lone received a \$160,000 SB2 grant to update the General Plan and Zoning Code which will effectively streamline the regulatory process.
- The City of Jackson received a \$160,000 SB2 grant to complete a comprehensive General Plan update, streamline the review process, and program EIR.
- The City of Plymouth received a \$160,000 SB2 grant to update the Municipal Code, Zoning Ordinance, update the city website, implement new permit tracking software, and purchase GIS software to connect the city's municipal code to GIS mapping.
- Amador County received a \$160,000 SB2 grant to prepare a specific plan for a 200-acre parcel purchased by the County, known as the Wicklow Property, located within the Martell Regional Service Center. The specific plan will determine recommendations to divide and develop the site for a mix of high-density affordable housing, market-rate housing, commercial uses, and set aside a portion for future county facilities.

The cities and County of Amador are knowledgeable of and offer businesses state and federal assistance and incentives through local, regional, and state partnerships. The programs that support business creation and job growth include CalCompetes, New Employment Tax Credit, WIOA, and WOTC. A brief description of these incentive programs is provided here.

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<sup>22</sup> A Location Quotient (LQ) is an indication of how concentrated an industry (occupation ) or other factor is in a region as compared to the nation. It helps reveal what makes a region unique. An Industry LQ is calculated by comparing the industry's share of *regional* employment with its share of national *national* employment.

<sup>22</sup> <http://cahcd.maps.arcgis.com/apps/MapSeries/index.html?appid=c0b0f1f398774e9c805ef0ebcf4ebd45>

- CalCompetes is an income tax credit available to businesses that want to come to California or stay and grow in California. Tax credit agreements are negotiated by GO-Biz and approved by a tax credit committee.
- Opportunity Zones offer those investing in an Opportunity Zone the ability to defer or eliminate federal taxes on capital gains when the investment is made through a managed fund. Amador County has one designated Opportunity Zone in the upcountry area. Most of the land within the designation is largely undeveloped, except for one site, a 176-acre former cedar mill in Pioneer which is currently listed for sale.
- New Employment Credit (NEC) is available to qualified taxpayers that hire qualified full-time employees from a Designated Geographic Area (DGA). Managed by the State Franchise Tax Board (FTB), employers can check eligibility by accessing the map tool on the FTB’s site.<sup>23</sup>
- Workforce Innovation and Opportunity Act (WIOA) On-the-Job Training (OJT) allows reimbursement to the employer of up to a maximum of 50 percent of the wage rate to offset training costs for eligible employees.
- PG&E Economic Development Rate provides for a 30 percent reduction on electric rates for qualified businesses for five years.
- California Enhanced Infrastructure Financing District (EIFD) provides funding for infrastructure through tax increment financing (TIF)—the increase in tax revenues generated by the development is used to repay bonds issued to finance infrastructure enhancement projects.
- Federal resources include EDA loans and grants, HUD loans and grants, USDA and SBA.

## Small Business and Innovation

Small business is big business in Amador County (Figure 30). One of the biggest obstacles to small business growth is access to capital. Declining creditworthiness of small business borrowers, an unwillingness of banks to lend money to small businesses, and tightened regulatory standards on bank loans have all been barriers to small business growth. Various non-conventional loan programs in the region are available to provide much-needed capital to support startups and small businesses. Some of these small business resources include:

- Access Plus Capital, [www.accesspluscapital.com](http://www.accesspluscapital.com), micro and enterprise loans, and workshops.
- Cen-Cal Business Finance Group, [www.cencalfinance.com](http://www.cencalfinance.com), SBA 504 loans.

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<sup>23</sup> <https://www.ftb.ca.gov/file/business/credits/new-employment-credit/index.html>

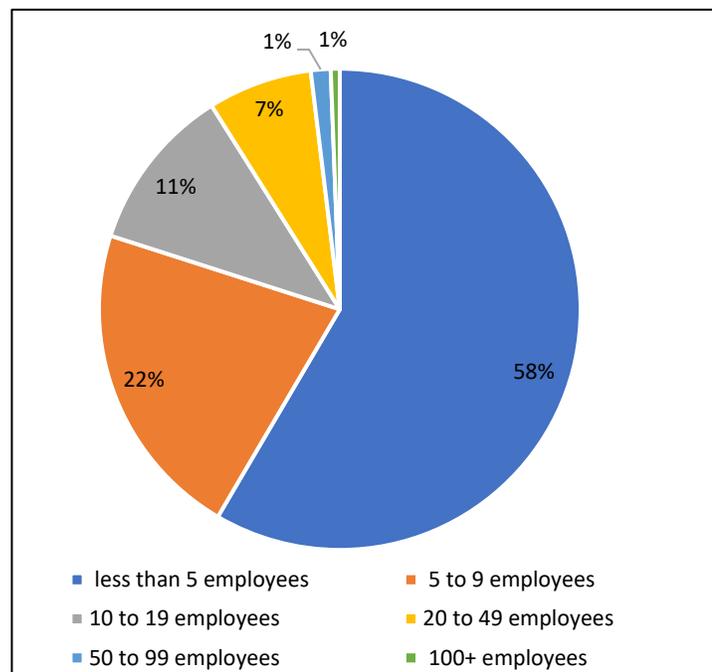
- U.S. Small Business Administration, [www.sba.gov](http://www.sba.gov), SBA loan guarantees, and business counseling through SCORE and workshops.<sup>24</sup>
- The City of Sutter Creek offered a COVID-19 Business Relief Program, which was funded by the city and local contributions. Thirty local businesses received \$1,000 each as a forgivable loan to help with business costs including payroll, rent, and necessary improvements to operations to support social distancing protocols.

Access to business counseling and technical assistance is also a key component of business creation and growth. The San Joaquin Delta College Small Business Development Center (SBDC)<sup>25</sup>, a Partnership Program with the U.S. Small Business Administration and other state and local partners, located in Stockton serves San Joaquin, Amador, Alpine, and Calaveras Counties. Through free and confidential business consulting, plus free and affordable training, the SBDC can assist with any aspect of small business development, including starting a small business, securing financing, expanding, or helping with problems in an existing business, including:

- One-on-one advising
- Training and workshops
- Capital access
- Specialty programs
- Financial management
- Government contracting
- Mystery shopping program
- Women entrepreneurs

**Figure 30. Distribution of Amador County Businesses by Size of Employment**

Source: U.S. Census Bureau County Business Patterns



<sup>24</sup> Service Corp of Retired Executives (SCORE) a nonprofit association comprised of volunteer business counselors trained by the U.S. Small Business Administration to provide assistance to small businesses and entrepreneurs.

<sup>25</sup> <https://www.sanjoaquinsbdc.org/>

Access to the Delta College SBDC resources in Amador County is very limited. The SBDC does not offer any assistance on-site in the county. Entrepreneurs and small businesses have to travel to Stockton or access resources on-line. This access challenge may be changing with plans for more robust small business and entrepreneurial assistance offered at the Amador Economic Prosperity Center in Sutter Creek. Mother Lode Job Training (MLJT), as the designated “One-Stop” job center in Amador County, has plans to include rotating space for workforce and training partners in education, veterans affairs, rehabilitation, SBDC, SCORE, and more. Also, MLJT is considering outreach to a financial or legal services provider to occupy a current vacancy in the center to provide much-needed financial or legal advice to local businesses and entrepreneurs.

The Central Sierra Economic Development District (CSEDD) is a five-county Economic Development District that serves the counties of Alpine, Amador, Calaveras, Mariposa, and Tuolumne. Partnering with MLJT and local economic development offices, CSEDD offers assistance to businesses and residents in the Mother Lode Region (including Amador). Support includes:

- Access to local and regional data
- Event and workspace
- Business support services

## Global Competitiveness

According to a joint project of the Brookings Institute and JPMorgan Chase, a U.S. company with developed export markets is going to have 100 percent higher revenues, able to sustain a 70 percent larger staff at 20 percent higher wages on average, than their non-exporting competitors.<sup>26</sup> A global network reaching into diverse markets better equips a business to weather the kinds of economic downturns that have historically left Amador County and the Motherlode region with lingering unemployment, while other regions have recovered. Regional resources available to Amador County business and entrepreneurs include:

- California’s State Trade Expansion Program (STEP)<sup>27</sup> assists local businesses and entrepreneurs with exporting. Both the wood product and biomass, and agriculture and agriculture technology industry sectors (Amador County industry sector targets) are identified as STEP sectors that hold promise for increased exporting potential.
- iHub San Joaquin is one of California's newest innovation hubs and is part of a network of innovation hubs around the state charged with accelerating economic activity. iHub links technology leaders, entrepreneurs, investors, and educational institutions through a variety of programs and services. IHub staff assists businesses/entrepreneurs with refining business plans and introductions to potential investors by providing a forum to introduce a business idea or product to the market. The

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<sup>26</sup> California Central Valley Export Plan – Brookings Institution and JPMorgan Chase

<sup>27</sup> <https://business.ca.gov/advantages/international-trade-and-investment/step-program/>

iHub San Joaquin is focused on three sustainable technologies in health care, agri-business, and sustainable construction technology.<sup>28</sup>

A continuing challenge will be linking these global market and innovation resources with local entrepreneurs and businesses. Increased efforts to more effectively communicate resource availability through local outlets (chambers of commerce, cities, county, and regional providers) will be important to increase access and use of these sources of technical assistance and financing by local businesses and entrepreneurs.

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<sup>28</sup> <https://www.ihubsj.org/>

# Physical Infrastructure

The quality of the county and cities’ infrastructure is critical to their ability to grow and maintain a vibrant economy. Efficient and well-maintained infrastructure will make the county more competitive and able to accommodate business and job growth. Investments in broadband, transportation, water, and wastewater are critical assets that support economic vitality and quality of life.

## Local Infrastructure

A summary of recent investments (within the past five years) is provided below. Many of these improvements were financed using federal and state grants and low-interest loan programs. These projects represent a total of approximately \$76,650,000 of investment in infrastructure (including the Amador Water Agency’s \$23 million investment).

### AMADOR COUNTY

In the past five years, Amador County completed over \$14.5 million in infrastructure improvements. Capital projects completed in the past five years are summarized below.

Year	Area	Description	\$ Est.
2015	Martell	Fiber cable extension from the west side of Highway 49 to serve county facilities and airport	\$153 K
2015-16	Unincorporated areas	Shoulder, turnout, and widening of roads	\$767 K
2017-18	Jackson	Ridge/New York Ranch traffic signal	\$1.866 M
2017-18	Jackson	New York Ranch/Ridge intersection extend turn/merge lane	\$2.068 M
2018-19	Plymouth	Shenandoah and Fiddletown intersection (a cooperative project with City of Plymouth)	\$2.4 M
2019-20	Sutter Creek	Bunker Hill Road bridge rehabilitation, replacement	\$2.166 M
2019-20	Pine Grove Community Services District	Replace / refurbish water tank	\$177 K
2020	Pioneer	Replace 6,700 feet of a new 12-inch water pipeline that will provide increased capacity for residents and firefighting efforts.	\$5 M
2020	Pine Grove	Highway 88 improvements; \$9 million for road intersection and pedestrian improvements along 1.1 miles of the highway, sidewalks, and bicycle lanes.	\$9 M
<b>TOTAL</b>			<b>\$14.597 M</b>

**CITY OF IONE**

The projects listed below represent over \$3.7 million in improvements over the past five years.

Year	Recent Projects	Description	\$ Est.
2014-15	Wastewater irrigation pumping system	Construct pumping and irrigation system to city and town fields	\$2.0 M
2017-18	Wastewater Pond Lining Project	Line wastewater ponds 1-5 with Geotech fabric per Regional Water Quality Control Board requirements	\$1.5 M
2017-18	Sewer Line Replacement Program	Replace old sewer lines in the city	\$75 K
2019	Street overlays	Repair cracked and damaged sections of roads	\$150 K
2020	Solar farm	Power Purchase Agreement for solar panels to provide electricity for waste wastewater treatment plants	\$0 cost to City \$800 K to Solar Company
TOTAL			\$3.7 M

**CITY OF JACKSON**

The projects listed below represent over \$16 million in improvements over the past four years.

Year	Recent Projects	Description	\$ Est.
Ongoing	Bridge replacement	Replace three bridges—French Bar, Pitt Street, and South Avenue. To date, activities have been pre-construction work, e.g. engineering, design, utility relocation, right of way, acquisition. Construction is planned within ten years	\$2.4 M
2016	Downtown Creek Walk	Produced a preliminary concept drawing	\$5 K
2019	Main Street lighting	Replaced old street lights with decorative and energy-efficient LED lights	PG&E financing
2019	New York Ranch Road rehabilitation	Improved the worst part of the road by adding curb and gutter, utility realignment, and new pavement. Professional offices, senior care facilities, medical facilities, and residential areas are located along this road.	\$2.3 M

Year	Recent Projects	Description	\$ Est.
2019	Wastewater treatment plant improvement	To improve effluent quality, added additional automation controls, updated filter and aeration systems, and added UV channels.	\$12 M
2019	Busi parking lot	Stabilization of a slope for improved safety. The parking lot is used by businesses and visitors to downtown Jackson and is a public transit stop.	\$60 K
2019-20	Hoffman, Summit	Improvements to collector roads	\$60 K
2020-22	Sewer Treatment Plant capacity enhancement	Initiated engineering investigation on capacity enhancement measures	\$20 K
TOTAL			\$16.845 M

#### CITY OF PLYMOUTH

The projects listed below represent over \$6 million in improvements over the past three years.

Year	Recent Projects	Description	\$ Est.
2018	Highway 49 Roundabout	A large roundabout replaced a four-way stop	\$5 M
2019	Safe Routes to Schools	Safe Walking Routes for schools	\$1 M
2020	Pedestrian Safety Speed Table	Traffic Calming	\$63 K
TOTAL			\$6.063 M

#### CITY OF SUTTER CREEK

The projects identified below represent over \$12 million in public investment within the past five years.

Year	Recent Projects	Description	\$ Est.
2015	Miners' Bend Park construction	Development of a small park with historic artifacts that included 20+ additional parking spaces for the Main Street Historic District	\$175 K
2017	Badger Street Bridge	Reconstruction of the Badger Street Bridge	\$3.0 M
2017	Minnie Provis Park overhaul	Overhaul of park access and installation of new bathrooms	\$1.0 M
2018-19	Manhole lining and replacements	Replacement and repair of manholes for wastewater collections system	\$120 K

Year	Recent Projects	Description	\$ Est.
2019	Auditorium bathrooms reconstruction	Reconstruction of 1950s restrooms to ADA compliance <sup>29</sup>	\$150 K
2019	Main Street Bridge	Reconstruction of the city’s Main Street Bridge including new design in front of city hall	\$8.0 M
2020	Wastewater Treatment	Develop a design/build conceptual plan for the city’s wastewater treatment facility which also treats effluent from Amador City and Martell.	\$500 K
Total			\$12.445 M

## Regional Infrastructure

Amador County, like many counties in the Sierra Foothills, is not unique in that much of the water and wastewater services provided to residents and businesses are provided by a special district or Joint Powers Authority (JPA). The county is also not unique in that many if not all of these special districts struggle to maintain their infrastructure to support existing customers let alone extend new services. Much of the infrastructure (collection, distribution, treatment, and disposal/delivery) that support customers is at capacity and/or old and past its useful life. Raising user fees to cover the cost of upgrades and/or service expansion is very difficult and costly due to compliance with Proposition 218. The alternative is for districts to assess new hookups the full cost of line or pipe extension, regardless of the number of users who may hookup at a later date. Often, the cost of the extension makes the project non-competitive with other regions that have the infrastructure in place.

### WATER AND WASTEWATER

The Amador Water Agency (AWA) serves approximately 10,000 customers in Amador County and is the primary provider of drinking water. AWA uses water from the North Fork of the Mokelumne River to serve the approximately 7,577 service connections in western Amador County, including the City of Plymouth. Surface water accounts for approximately 96 percent of AWA’s total water supply and it is the sole source of water for the Amador Water System and the Central Amador Water Project. The Amador Water System (AWS), provides treated and untreated (raw) water to cities and customers in the “down country” communities of Amador County, and the Central Amador Water Project (CAWP), provides both wholesale and retail water within the “up-country” communities of Amador County.

In addition to residents and businesses in unincorporated areas, the AWA sells water to the cities of Lone, Jackson, Plymouth, Sutter Creek, Amador City, and several special districts. AWA also owns and operates

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<sup>29</sup>Americans with Disabilities Act

eleven (11) wastewater systems in the county including Pine Grove, Buckhorn, and Martell. The wastewater generated in Martell is piped to the City of Sutter Creek for treatment. Except for Martell, AWA’s wastewater treatment consists of subsurface leach fields and spray disposal fields.<sup>30</sup> In the past five years, AWA has completed over \$23 million in water and wastewater improvements.

Year	Project	Description	\$ Est.
2014	Sutter Creek Meter Replacement Project	AWS Loss Metering Project. Master meters were installed to determine what areas of the system had leaks	\$331 K
2017 to present	Pioneer Water Rehabilitation Project	Broke up into 3 phases. Phase 1 is complete and added a 12” pipeline. Phase 2 is currently underway to install an additional 1.5 miles of pipeline and replace a pump station. Phase 3 is tank replacement of Tank A/B	\$1.42 M
2017	Ione Fire Flow Improvement Project	FEMA project due to storms in 2017 where the Preston Pump Station was compromised. 500’ of pipe was installed and several tie ins were made to improve fire flow for the City of Ione.	\$273 K
2017	Tanner Hydro	A loan through the County.	\$1.7 M
2018	Tanner Backwash	Small diameter pipeline project to allow for recycling of backwash water. 10% return to headworks.	\$4 M
2020	Ione WTP Upgrades	Rehabilitated all 4 filters, yard piping and valves, new backwash filter pumps, and electrical/instrumentation controls.	\$1.3 M
2020 & ongoing	Tank & pipeline replacement	Replacing redwood storage tanks and pipes with steel to mitigate the loss of water during a wildfire	\$14 M
TOTAL			\$23 M

AWA is also undertaking key operational, funding, and policy studies to increase the sustainability and resiliency of the agency’s capacity and capability to deliver water and wastewater services. The studies include:

- Rate study (current rate structure does not support capital reserves or expansion), scheduled for completion in April 2021
- Water and Wastewater Masterplan and Urban Water Management Plan scheduled for completion in December 2020

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<sup>30</sup> <https://amadorwater.org/>

- Updating AWA’s Water and Wastewater Codes

While the water and wastewater management plans will fully detail the list of capital improvements needed, known, existing constraints include:

Water Constraints:

- The Tanner Water Treatment Plant, which serves Sutter Creek, Jackson, and Martell, operates 22 to 24 hours a day during peak demand (summer) to serve existing accounts. The addition of 3- to 5-million-gallon storage tanks would allow for greater reliability and capacity to serve additional customers.

Wastewater Constraints:

- AWA owns and operates the collection system and lift stations that transport wastewater to the wastewater treatment plant in Sutter Creek. The capacity of the treatment plant is constrained. The City of Sutter Creek is currently in the planning phase of a design/build for this regional system.
- The eleven (11) wastewater systems serving the up-county areas, including Pine Grove and Buckhorn, are subsurface leach fields and spray disposal fields. The wastewater treatment system in Pinegrove is out of capacity and will need to be expanded.

Amador Regional Sanitation Authority (ARSA) is a joint powers authority consisting of Amador County, Sutter Creek, California Department of Corrections and Rehabilitation (CDCR), and Amador City for the primary purpose of transporting effluent from the secondary treatment facility at Sutter Creek to the treatment facility in Ione. Recent improvements include the addition of land application areas for treated effluent through flood and sprinkler irrigation. The ARSA pipeline capacity was conservatively estimated by the 2010 Draft ARSA Master Plan to be approximately 2.0 million gallons a day (MGD). Improvements to the first segment of the pipe from the City of Sutter Creek wastewater treatment plant to the diversion structure is believed to be the limiting factor holding the overall hydraulic capacity at 2.0 MGD. Improvements to this segment could remove this bottleneck and increase overall pipeline capacity beyond 2.0 MGD.<sup>31</sup>

The City of Sutter Creek provides local and regional wastewater treatment services to Sutter Creek, Amador City, and Martell. The treatment plant built in 1949 has a design capacity of .48 MGD permitted average dry weather flow (ADWF) and 1.73 MGD wet weather capacity.

The facility currently operates at 85 percent of design capacity. Without significant upgrades, it has extremely limited capacity to serve additional growth. The City successfully applied for and received a \$500,000 California Water State Revolving Loan Fund (CWSRF) planning grant to develop a design/build conceptual plan for upgrading the wastewater treatment facility (August 2020). The planning grant will consider the existing configuration (transporting treated effluent to ARSA for disposal), as well as the

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<sup>31</sup> ARSA Wastewater Master Plan Update, December 2017.

installation of a tertiary system that would allow for the year-round discharge of highly treated wastewater (Title 22 water) into Sutter Creek.

Amador County, the cities and special districts will need to continue investing in its physical infrastructure to meet the current and projected needs of residential, commercial, and industrial customers. However, with the advent of COVID-19 and its impacts on local revenues, a flat and/declining population base, and a growing population with high social service needs that strain limited resources, the cities, county, and special districts are forced to make tough choices in their spending priorities resulting in a situation where capitalizing on economic development opportunities are severely constrained.

## **ROADWAYS**

There are no Interstate or freeways in Amador County. All major roadways are state routes and primarily two-lane roads. SR 49 spans the county from north to south and connects the incorporated cities of Amador City, Jackson, Plymouth, and Sutter Creek. SR 104 and SR 124 connect the City of Lone with neighboring areas of Amador and Sacramento Counties, and SR 16 connects the county with Sacramento to the west. SR 88 extends from Stockton on the west, through the county to the Kirkwood ski resort, passing through Jackson, and the unincorporated communities of Martell, Pine Grove, Pioneer, Red Corral, and Buckhorn. SR 88 is an important route over the Sierra Nevada, connecting the Central Valley to U.S. 395 in the eastern Sierra Nevada.

**State Route 16** (SR 16) begins in Colusa County at the junction with SR 20. SR 16 then goes south until it interchanges with Interstate 505 in the Central Valley where it heads east toward Sacramento. At US 50 in southeastern Sacramento. Once it crosses the Cosumnes River, SR 16 enters Amador County then ascends into the Sierra Nevada foothills.

**State Route 26** (SR 26) runs from SR 99 in Stockton to SR 88 near Pioneer in Amador County where it terminates. The highway also serves neighboring Calaveras County.

**State Route 49** (SR 49) is a north-south highway that passes through many historic mining communities of the 1849 California gold rush. It is numbered after the "49ers." SR 49 begins in Madera County at SR 140, continues in a northwest direction through the counties of Tuolumne and Calaveras. SR 49 enters Amador County at the City of Jackson. SR 49 continues through Amador County and the counties of El Dorado, Placer, Nevada, Yuba, Sierra, and Plumas, where it terminates at SR 70.

**State Route 88** (SR 88) travels in an east-west direction from Stockton and enters Amador County near the Comanche Reservoir. It continues in a northeasterly direction, intersects with SR 104, and then reaches SR 49 near Martell where it turns south to Jackson and then easterly through the remainder of Amador County's Upcountry where it is also referred to as Carson Pass Highway. The California portion of SR 88 ends at the California/Nevada state line. Unlike other two-lane California highways through the mountains, SR 88 stays open through the winter months, except during the worst snowstorms when it can be subject to restrictions or short-term closures.

**State Route 104** (SR 104) is a west-east state highway that begins in Galt (Sacramento County) at SR 99. It heads northeasterly, enters Amador County near Carbondale, and continues past Mule Creek State

Prison. In the City of Lone, SR 104 meets with SR 124 and then heads in a southerly direction where it intersects with SR 88.

**State Route 124** (SR 124) begins at SR 88 south of the City of Lone in Amador County. It continues north into the City of Lone and its downtown area where it briefly runs concurrently with SR 104 as Main Street. SR 124 runs slightly to the northeast before terminating at SR 16 northwest of Amador City.

## **RAIL**

A rail line that connected areas of Amador County to the rest of the state and could transport people, products, and mining and timber equipment was successfully established in the early 1900s. The demand, profitability, and sustainability of the rail system fluctuated greatly through the years. The system was abandoned and reopened several times. Most recent owners included Georgia Pacific (1988) and Sierra Pacific Industries (1977). In 2010 the railroad was sold to the Amador County Historical Society and the Recreational Railroad Coalition Historical Society. In 2015 the railroad was designated by the Federal Railroad Administration as a non-insular tourist railroad and received the official designation as the AMC.

SGL owns two railway spurs on its property and are planning to add a third. Rail beyond SGL is in need of infrastructure upgrades to be serviceable. SGL is classified as a mining operation and subject to both OSHA and MSHA<sup>32</sup> regulations which do not allow their rail connection to be used by others. Companies requiring rail service would need to invest in spurs, etc. to their location.

## **ENERGY**

Electrical service in Amador County is provided by PG&E. Gas service throughout the county is propane which is supplied by several regional providers.

## **PORTS**

Amador County businesses could be served by either the Port of Stockton or the Port of West Sacramento, both are about 50 miles from the City of Jackson. The Port of Stockton would be accessed SR 88. The Port of West Sacramento would be accessed via SR 16 to SR 50, or SR 88 to SR 99, and then onto SR 50 which is a few more miles, but the same drive time.

## **AIRPORT**

Amador County Airport is a general aviation airport located near Jackson with hangars, tie-downs, fuel and aircraft maintenance services. The Airport has over \$2 billion in capital improvements planned for 2021 to 2025. The majority of the projects are eligible for funding from the Federal Aviation Administration. Projects include pavement repair or replacement, fencing design, fencing construction, an airfield drainage study, and replacement of the Automated Weather Observing System.

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<sup>32</sup> Occupational Safety and Health Administration, and Mine Safety and Health Administration

## **BROADBAND**

A robust broadband network has been important in doing business for many years. Today and in the future, this demand for a robust system that is always improving is just as important to the general public for banking, bill paying, and shopping. Now, with COVID-19 shelter in place policies, more people, businesses, education, and government are relying on safe, secure, and fast internet service. Unfortunately, robust, consistent, and fast internet service is not widely available in Amador County.

Most town centers in Amador County can meet the very basic speed requirements for up/downloading depending on the provider selected for the service connection. However, more rural areas do not meet the basics and/or have spotty coverage.

The Amador Tuolumne Community Action Agency is spearheading an effort to bridge the digital divide by bringing broadband to rural areas in Amador and Tuolumne Counties. The Central Sierra Connect Consortium is a collective of local leaders from the public and private sectors who are working toward improving broadband access, adoption, and digital literacy in the Sierra Foothill region.

The local communications service provider, Volcano Communications, serves Lone, Pine Grove, Pioneer, Buckhorn, and all along SR 88 to Kirkwood with telephone, internet, and television. Volcano has captured almost 40 percent of the regional market. Other services providers are AT&T (wireline), Verizon, and several WISPS<sup>33</sup> for wireless broadband to homes and businesses. Comcast serves Jackson, Plymouth, Sutter Creek, and Amador City (primarily in the downtown areas).

Volcano is aggressively converting its service area to fiber and keeping copper in place thereby creating a redundant system to ensure continued service during power outages. When the upgrade is completed, all services will be symmetrical and all connections will be equipped for a one-gigabit interface. To date, fiber exists in all or portions of Lone, Buena Vista, Jackson, Sutter Creek, Kirkwood, and Martell.

Volcano Telephone converted all homes and businesses within the community of Kirkwood to fiber-optic services. By 2022 Volcano will be investing \$18 million in fiber optic infrastructure projects to support high-speed broadband in Amador County. Other capital investments planned by Volcano in Amador County include:

- converting copper to fiber to the home/businesses in Pioneer and Pine Grove
- deploying fiber to new subdivisions in Lone and existing homes and businesses in Lone and Comanche as company resources allow
- All new fiber construction designed to support symmetrical Gigabit, low latency service
- New fiber projects in the telephone service area engineered to reuse existing underground copper telephone infrastructure and provide powering to subscribers' Optical Network Terminals (ONT) during PSPS and storm-related outages

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<sup>33</sup> Wireless Internet Service Provider

## Capital Improvements in Support of Job and Economic Growth

Below is a summary of the planned capital improvement projects in Amador County.

**Figure 31. Summary of Amador County Capital Improvement Projects**

Jurisdiction or Agency	Description	Estimated Cost \$
Amador City	Asphalt overlay of all city streets	\$1.3 M
	Repairs and improvements to city sewer	\$1.7 M
Amador County	Countywide broadband infrastructure, two 2" conduits for 670 miles of road.	\$247.6 M
	Traffic and pedestrian circulation improvements to and around the four identified development opportunity areas—Martel Regional Service Center, and the Pine Grove, Buckhorn, and River Pines Town Centers.	N/A
	Wicklow Way extension (Sutter Creek/Wicklow Way)	N/A
Amador County Airport	Bring infrastructure to an eighty by sixty foot (80' x 60') hangar.	N/A
	Remove a sixty by sixty foot (60' x 60') hangar and replace it with a one-hundred by sixty foot (100' x 60') hangar. This project would include office space for airport management and aviation-related businesses.	N/A
Amador County Transportation Commission	Electric charging stations	N/A
	Countywide pavement improvements	
Amador Regional Sanitation Authority	Wastewater pipeline improvements	N/A
Amador Water Agency	Tanner WTP PLC upgrade, filter media & clearwell replacement	\$10.5 M
	CAWP Transmission main improvements and tank D replacement	\$7 M
	Pipeline replacements (multiple locations)	\$5.7 M
	Line and tank cathodic protection and upgrades (multiple locations)	\$4.7 M
	LaMel air stripper pilot, booster station and WT upgrades	\$3.5 M
	Lift station # 2 study, repairs and replacement	\$2 M
	Pump control upgrade, high service boosters, pressure zones and tank upsizing	\$1 M

**Figure 31. Summary of Amador County Capital Improvement Projects**

<b>Jurisdiction or Agency</b>	<b>Description</b>	<b>Estimated Cost \$</b>
	Pump station capacity and generators (multiple locations) Lone WTP PLC upgrade and fencing PRV installation (tank C) and relocation (Amador City) Lift station C and D generators Camanche WWTP screen and aerator Security & fencing improvements Tanner and Lone WTP capacity study Wastewater master plan Municipal wastewater treatment facilities to serve Pinegrove Additional water storage	\$476 K \$336 K \$292 K \$257 K \$185 K \$156 K \$150 K \$204 K N/A N/A
City of Lone	Wastewater system improvements Transportation and road improvements Recreation improvements Sewer, water, roads, power, communications infrastructure to support the development of industrial and commercial expansion areas	\$10+ M \$25+ M \$275 K N/A
City of Jackson	Increase sewer treatment plant capacity Downtown Creek mile-long walking/biking trail Urban infill and annexation Regional sports complex Streetscape and highlighting lighting Completion of French Bar bridge replacement Completion of Pitt Street bridge replacement Completion of South Avenue bridge replacement Public safety complex	\$5 M \$1 M \$1 M \$20 M \$4 M \$10 M \$10 M \$10 M \$20 M
Jackson Valley Irrigation District (lone)	Expand distribution system roughly 9,000 feet down Jackson Valley Road across Highway 88 to Dave Brubeck Road; providing service to more customers and the lone Band of Indian property located on Jackson Valley Road	\$3 M

**Figure 31. Summary of Amador County Capital Improvement Projects**

<b>Jurisdiction or Agency</b>	<b>Description</b>	<b>Estimated Cost \$</b>
City of Plymouth	Water and wastewater improvements	\$4.5 M
	Transportation and road improvements	\$2.1 M
	Recreation improvements	\$170 K
	Communications/broadband improvements	\$500 K
	City hall replacement	\$1 M
City of Sutter Creek	Wastewater improvements	\$12.7 M
	Parking improvements	\$1.5 M
	Solar installation	\$850 K
	Recreation, trails, and parks	\$8 M
Pine Grove Community Services District	Replace 45 percent of failing water lines and related infrastructure to benefit residents.	\$15 M
	Replace 325 water meters with electronic to facilitate more frequent monitoring and identify leaks	\$3.125 M
	Remove three water tanks and replace with one steel tank to benefit residents	\$2.5 M
	Refurnish Pine Grove Park: new sidewalk, playground resurfacing, new playground equipment, expand picnic area and equipment, sanitizing stations, water fountain	\$177 K
	Install water lines and 16 fire hydrants on Lupe Road as part of Amador County Hazard Mitigation Plan	\$3.0 M

**BENEFIT TO ECONOMIC DEVELOPMENT AND JOB CREATION**

The capital improvement projects included here are focused on making Amador County, its cities, and communities more competitive in economic development, and its citizens and visitors safer. The benefits to economic development include:

- Bringing needed infrastructure to make development sites more attractive and marketable
- Upgrading and increasing the capacity of the current infrastructure to better serve existing and prospective new businesses and residents
- Public/private partnerships to facilitate projects, e.g. urban infill, reuse/renovation of vacant buildings, expanded parking for residents and visitors
- Repairing or resurfacing parking lots, roadway, shoulders, and turn lanes to improve traffic flow and safety
- Supporting and encouraging new business startups and entrepreneurs
- Adding amenities for the safety and enjoyment of residents and visitors, e.g. pedestrian paths, biking trails, connections to downtowns, and decorative street lighting

- Historic building preservation
- Supporting and expanding the hospitality industry by attracting additional visitors for outdoor recreation, trails, sports, agri-tourism, etc.

# Equitable and Sustainable Communities

Equitable development means making public and private investments in communities that support those most in need and that considers the past and current conditions so that future outcomes are equitably distributed, both for those currently living and working in the county, as well as new arrivals.

To enhance the quality of life for all Amador County residents equitable development is an important strategic initiative for the CEDS. With lower per capita and household incomes, lower educational attainment, and other socio-economic conditions that impact the quality of life, strategic initiatives designed to lift residents out of poverty are needed. The county and cities need to focus on continued community engagement so that people can gain some measure of ownership over the future of their neighborhoods. Education, training, and economic development partners will need to strengthen efforts to increase educational attainment and skill development to ensure that as job growth occurs, residents will benefit. Factors that contribute to equitable and sustainable communities include housing, child care, healthcare, transportation, safety, amenities, and character that offer a sense of place.

## Child Care

Quality child care is a critical component of a healthy and resilient economy. Seventy-five percent of the demand for child care is work-related. Child care itself is an economic engine, often with millions in output annually and payroll. Factors that influence the demand for child care include:

- High unemployment and low family income—more demand for subsidized care
- Prevalence of seasonal industries—more demand for intermittent care
- Prevalence of 24/7 industries—more demand for care at non-traditional hours and days
- Ethnically diverse population—more demand for bi-lingual providers

Many of the factors listed above are relevant to Amador County and underscore the critical need for quality child care in the county. The COVID-19 pandemic has prompted an unprecedented child care crisis in California and the nation. In May 2020, the Center for the Study of Child Care Employment (CSCCE) released results from a survey of more than 2,000 child care programs throughout California. The study paints a grim picture of the devastating impact of COVID-19. Key findings from the survey include:

- Child care providers and early educators are deeply concerned about the health risks of operating during the pandemic
- The reopening process has introduced new financial challenges for programs
- Decreased capacity and increased costs are disrupting an already financially unstable industry
- Without more public funding, the California child care industry will continue to collapse<sup>34</sup>

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<sup>34</sup> <https://cscce.berkeley.edu/california-child-care-in-crisis-covid-19/>

Locally, the Amador Child Care Council (Council), partnering with the Amador/Calaveras Resource and Referral provide services including information, referral, and subsidy to families in Amador and Calaveras Counties. The 2016 Amador Child Care Council Strategic Plan provides a vision, goals, and actions for increasing access to and affordability of quality childcare in Amador County. The Council is in the process of updating both the 2016 strategic plan and the 2014 community needs assessment for child care.

As in many other areas, child care subsidies are oversubscribed and many families must be put on a waitlist.<sup>35</sup> Early childhood programs have the potential for producing positive and lasting effects on children, and without access to this care, many parents cannot enter the workforce, continue their education or advance their careers.

Education and outreach to employers, in partnership with local government and child care providers, will be needed to increase the awareness and importance of quality child care to the health and resiliency of the local economy and workforce. In particular, awareness and action that businesses can take to support child care by providing on-site facilities, flexible spending accounts, and child care subsidies.

## Housing

Housing affordability (the percentage of households that can afford to purchase a median-priced home in the county based on traditional lending assumptions) is important to communities’ ability to demonstrate a stable and reliable workforce.

Housing affordability in Amador County improved from 2018 to 2019. More people could afford to purchase a home in Amador County in the first quarter of 2019 (49 percent) compared with the same period in 2018 (45 percent). The minimum qualifying income for the median-priced home in Amador County is \$62,800; the median household income in Amador County in 2019 is estimated to be \$60,636.<sup>36</sup>

### Figure 32. Housing Affordability

Source: California Association of Realtors. The percentage of households that can afford to purchase the median-priced home is based on traditional assumptions, [www.car.org/marketdata/data/haitraditional](http://www.car.org/marketdata/data/haitraditional)  
 Source of Housing Appreciation data: Sperling’s Best Places, ([www.bestplaces.net](http://www.bestplaces.net)); July 2020

	Amador Co.	California
First Quarter 2019	49%	31%
First Quarter 2018	45%	28%
Median Home Price 2019	\$320,000	\$607,040
Minimum Qualifying Income	\$62,800	\$119,600
Housing Appreciation (last 12 months)	6.3%	5.2%
Housing Appreciation (last five years)	46.5%	41.9%

<sup>35</sup> Currently over 150 children on the waitlist for subsidized care in Amador County.

<sup>36</sup> [www.datausa.io](http://www.datausa.io)

Current information shows that housing costs in the more populated portion of the county (cities of Amador, Lone, Jackson, Plymouth, and Sutter Creek) are approximately 16.8 percent more expensive than those in the upcountry region of the County.

A property search of over 100 homes listed on October 3, 2020 returned the following:

**Figure 33. 2020 Median Housing Costs**

Source: Amador County Realtors Association. <http://www.amadorrealtors.com/>

	Median Price	Per Square Foot
Median price (upcountry)	\$459,000	\$214
Median price (all county)	\$475,000	\$235
Median price (cities)	\$536,500	\$230

The lack of homes for sale has created a challenge for local employers, who find it difficult to recruit technical and professional staff to the county. Only two communities in the county are actively building new homes (Plymouth and Lone).

Findings from the 2020 Amador County Housing Study clearly show that housing availability is limited in Amador County, especially for those needing to rent. According to the study:

- 83 percent of residential units in the county are single-family homes
- From 2015 to 2019, a total of 152 residential permits were issued in Amador County; 73 percent were for single-family homes (111)
- During this same time, only one permit was issued for multi-family residential and it was for a duplex
- There is a shortfall of at least 3,743 units that are affordable to low-income households<sup>37</sup>

The lack of affordable rental housing is also severely impacting local employers’ ability to attract and retain workers, especially entry-level, lower-wage workers. Many employers are limited to recruiting within Amador County, where potential employees already reside. This option has become increasingly more difficult with the decline in the working-age population.

Demand for rental housing in the region grew tremendously due to the displacement of many renters and homeowners impacted by the 2015 Butte Fire. Housing construction (both rental and homeowner) has not kept pace with demand. Confirming the findings in the 2020 Housing Study, a Zillow and Craigslist search conducted on October 3, 2020, resulted in just eight listings (Figure 34). The size of the homes or apartments ranged from 400 square feet to over 1,600 square feet.

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<sup>37</sup> Compiled by Housing Tools from data sources: U.S. Department of Housing and Urban Development, 2019 and U.S. Census, 2014-2018 American Community Survey

**Figure 34. Rental Housing Costs**

Source: Source: Zillow, Craigslist, October 2020

	Size (square feet)	Monthly Rent	Per Square Foot
Studio Apartment	400	\$1,100	\$2.75
Townhome	900	\$1,100	\$1.20
House	1,008	\$1,800	\$1.78
House	1,100	\$1,365	\$1.24
Apartment	1,300	\$1,188	\$0.91
House	1,349	\$2,200	\$1.63
House	1,569	\$1,895	\$1.20
House	1,630	\$1,695	\$1.03

**Crime Rate**

Amador County’s crime rate hovers between 18 to 20 incidents per 1,000 people and is consistently under the statewide rate. Since 2016, the state’s crime rate has declined while Amador County saw an increase from 2018 to 2019.

**Figure 35. Amador County Crime Rate**

Source: California Office of Attorney General; crimes reported by Amador County Sheriff Department, California Highway Patrol, Amador, Lone, Jackson, Plymouth, Sutter Creek; Population according to California Department of Finance.

	Property Crimes	Violent Crimes	Amador per 1,000 Population	California per 1,000 Population
2014	629	81	19.1	28.4
2015	600	84	18.5	30.6
2016	669	92	20.5	30.0
2017	649	115	20.5	29.6
2018	596	118	18.8	28.3
2019	670	110	20.5	27.6

**Sense of Place**

A sense of place is a unique collection of physical and human qualities and characteristics that provide meaning to a location. For many communities, the downtown core provides the strongest sense of place for residents and visitors. Different from other community areas, downtowns are typically multi-purpose with government and private offices, education, entertainment and cultural venues, public open spaces, and housing.

Amador County's sense of place is rooted in history, Gold Rush days in particular. The residents and communities have worked hard to maintain the historic ambiance and character of their environment and buildings, particularly the downtowns. Over two dozen places throughout the county are noted in the National Register of Historic Places and California Historical Landmarks.

Local citizens and governments are clear about the importance of maintaining the county and cities historic and cultural assets (buildings, monuments, and ambiance). It is these very valuable and unique assets, combined with the natural landscape and amenities, which form the foundation for the county's attraction to both the local citizens and visitors and indeed these assets fuel the county's economy.

## **Transportation**

State Route 49 spans the county from north to south and connects the incorporated cities of Amador City, Jackson, Plymouth, and Sutter Creek. SR 104 and SR 124 connect the City of Lone with neighboring areas of Amador and Sacramento Counties, and SR 16 connects the county with Sacramento to the west. SR 88 extends from Stockton on the west, through the county to the Kirkwood Ski Resort, passing through Jackson, and the unincorporated communities of Martell, Pine Grove, Pioneer, Red Corral, and Buckhorn. SR 88 is an important route over the Sierra Nevada, connecting the Central Valley to U.S. 395 in the eastern Sierra Nevada.

Due to the low population density, public transportation options are limited however, the need is great. Reliable transportation is a major barrier for many, especially lower-income residents to pursue employment and educational opportunities. Amador Transit provides service to Jackson, Plymouth, Sutter Creek, Lone, Upcountry, and connections to Calaveras Transit and Sacramento (one morning, one evening). Transit service is available Monday through Friday, excluding 12 major holidays; no service on weekends.

## **Health Care**

Sutter Amador Hospital in Jackson is a general medical and surgical facility. The hospital employs approximately 350 people, with 60 percent provide direct health care. The community-based, not-for-profit hospital has 52 licensed beds and is the only hospital in Amador County and serves a population of more than 40,000. The hospital provides comprehensive services, including 24-hour emergency care, critical care, diagnostic imaging, a family birth center, surgery, orthopedics, and laboratory services. As a Sutter Health affiliate, the hospital has access to shared clinical resources and expertise, with more than 3,400 doctors and 25 hospitals throughout Northern California.

There are two clinics in Amador County that provide treatment for non-life-threatening illnesses and injuries and addiction treatment. Gold Country Urgent Care is in Jackson, and WellSpace health is in Martell. WellSpace is affiliated with several full-service health care providers, State programs, and local governments.

# Threats to Resiliency

## Revenue Stream

The county's sales and use tax receipts have been about \$3 million for each of the previous three fiscal years with slight increases each year.<sup>38</sup> Consistent increases are also seen in Transient Occupancy Taxes. Receipts have grown from \$846,000 in 2014 to \$1.5 million in 2019<sup>39</sup>. One can expect these, and other receipts will decline over the next couple of years due to the 2020 COVID-19 pandemic.

While it is too early to determine a precise estimate as to the extent of the losses that the pandemic is having on Amador County, a very rough estimate was calculated using the data currently available and making some educated assumptions.

A rough estimate shows approximately \$167 M economic losses in after-inflation Gross Regional Product (GRP)<sup>40</sup> could be expected for Amador County in the calendar year 2020. Local tax losses (sales, property, fees, and TOT) can be estimated at 15 to 20 percent, or \$25 to \$33.4 million.

Methodology:

- Estimate job losses on an annualized basis (how many jobs by industry were lost from the previous year, which minimizes seasonality issues and assumes job losses hold true in December from the previous year as they did from July 2019 to 2020 by major industry sector;
- Take after-inflation GRP per worker in 2019 and apply it to the job losses by major industry sector;
- The sum of the industry sector losses is the result for 2020 is the "economic impact" on Amador County

## Natural Disasters

Flood, wildfire, drought, and severe weather are just a few of the natural hazards to Amador County. For example, the Butte Fire (in Amador and Calaveras County) in 2015 consumed a total of 70,868 acres, destroyed 475 residences, and claimed two lives.

Amador County is partnering with the cities of Amador City, Lone, Jackson, Plymouth, and Sutter Creek, and several special districts to update the countywide 2014 Local Hazard Mitigation Plan (LHMP). Several sections of the 2020 draft are completed and available on the county's website.<sup>41</sup>

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<sup>38</sup> Source: Amador County Finance Department

<sup>39</sup> Source: California Travel Impacts 2010-2019p. by Dean Runyan Associates for Visit California, April 2020

<sup>40</sup> Gross regional product (GRP) is a monetary measure of the market value of all final goods and services produced in a region during a period (quarterly or yearly) of time.

<sup>41</sup> <https://www.amadorgov.org/departments/office-of-emergency-services/local-hazard-mitigation-plan>

Hazard mitigation is defined by FEMA as “any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event.” On average, each dollar spent on mitigation saves society an average of \$4 in avoided future losses in addition to saving lives and preventing injuries.<sup>42</sup>

The LHMP forms the foundation for a long-term strategy to reduce disaster losses by breaking the repeated cycle of disaster damage and reconstruction. In addition, an LHMP approved by FEMA allows the county to seek pre- and post-disaster grant funding. Strategic investments in support of the LHMP will be needed to mitigate and prepare for natural disasters, including technology to support these efforts.

## Health-Related Disasters/Pandemics

The COVID-19 pandemic, also known as the coronavirus pandemic, is an ongoing global pandemic of coronavirus disease, caused by the severe acute respiratory syndrome. The outbreak was first identified in December 2019 in Wuhan China. The World Health Organization declared the outbreak a Public Health Emergency of International Concern on January 30, 2020, and a pandemic on March 11, 2020. As of September 28, 2020, more than 33 million cases of COVID-19 have been reported in more than 188 countries and territories, resulting in more than 996,000 deaths; more than 16.4 million people have recovered.<sup>43</sup>

As of October 24, 2020, over 828,000 cases of COVID-19 and over 16,100 deaths have been reported in California. In Amador County, there have been 297 cases and 16 deaths reported as of October 5, 2020.<sup>44</sup>

Amador County has successfully moved through the Governor’s four-tiered risk monitoring system (Widespread, Substantial, Moderate, and Minimal). At the time of this publication, Amador County has achieved Tier 3, Moderate. County Public Health officials continue to monitor new cases, positivity rates, and provide information to businesses and residents regarding stemming the spread of COVID-19.

Sutter Amador Hospital is working with federal, state, and local government to establish new safety protocols:

- Coordinating responses through the Sutter Health Emergency Management System
- Moving resources to where they’re needed most
- Converting space to create more critical care units when needed
- Increasing the supply of personal protective equipment (PPE) and other essential equipment
- Offering contact-free check-in
- Restricting visitors

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<sup>42</sup> National Institute of Building Science Multi-Hazard Mitigation Council 2005

<sup>43</sup> World Health Organization Coronavirus Disease (COVID-19) Dashboard, [www.who.int](http://www.who.int)

<sup>44</sup> California Department of Public Health <https://covid19.ca.gov/data-and-tools/>

## Utility Disruptions

Because of the potential for disruptions in service due to wildfires, Pacific Gas and Electric’s Public Safety Power Shutoffs (PSPS) has added a new challenge to doing business in disaster-prone areas. California Public Utilities Code Sections (Pub. Util. Code §§) 451 and 399.2(a) give electric utility companies the authority to de-energize power lines to protect public safety. This can leave communities and essential facilities without power, which brings risks and hardships, particularly for vulnerable communities and individuals and particularly during the COVID-19 Pandemic.

- Schools, businesses, and homes can be without power for up to a week at a time
- Food spoils without refrigeration
- Cell towers and cell service are lost battery backups run out
- Local business and industry is forced to suspend operations, lose valuable products and materials, and cover the increased costs of generators and operational disruptions
- Businesses are deterred from locating or expansion to heavily impacted areas

Since the initial round of PSPS’s in 2019 PG&E has modified these events to be geographically smaller and shorter in duration thereby minimizing the impact on customers; improved its PSPS notifications; and expanded its website to handle more traffic.

## Cost and Availability of Fire Insurance

New data collected by the Department of Insurance shows insurance is becoming harder to find for those in high wildfire-risk areas because of the severity of recent wildfire seasons. The data reveal there was a six percent increase in insurer-initiated homeowner policy non-renewals in Cal-Fire State Responsibility Areas from 2017 to 2018. Zip codes affected by the devastating fires in 2015 and 2017 experienced a 10 percent increase in insurer-initiated non-renewals last year. The new data do not measure the full impact of non-renewals of homeowner policies linked to the devastating 2018 wildfires, including the Camp, Carr, and Woolsey/Hill fires, or the wildfires currently underway in the state.

If Amador County residents cannot obtain insurance on the voluntary market, their only options are to find insurance coverage under the FAIR Plan<sup>45</sup> or from surplus lines, often at much higher costs.

Premium increases are causing further disruption in the local housing market that is trying to recover from the 2007 Great Recession. The economic recovery in fire-prone counties has lagged behind the rest of the state. While statewide incomes grew 42 percent from 2009 to 2017—not adjusting for inflation—they increased just 34 percent in Shasta County, 31 percent in Amador County, and 37 percent in Nevada County, according to the U.S. Bureau of Economic Analysis.<sup>46</sup>

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<sup>45</sup> Fair Access to Insurance Requirements

<sup>46</sup> <https://www.sacbee.com/news/business/article233012587.html>

## Air Quality

Air pollution takes its toll on the economy in several ways: it costs human lives, it reduces people's ability to work, affects crop yields and biodiversity, and damages natural, cultural, and historical monuments. AB 32, California's Global Warming Solutions Act of 2006, gives the California Air Resources Board (CARB) authority over sources of greenhouse gas emissions, including cars and light trucks. According to CARB, transportation accounts for some 40 percent of greenhouse gas emissions, with cars and light trucks accounting for almost three-quarters of those emissions (30 percent overall).

Amador County is part of the eight-county Mountain Counties Air Basin. The Amador Air District (AAD) is the regulatory agency responsible for monitoring and reporting air quality in the county. AAD's goal is to improve the quality of life for businesses and residents, to comply with regulations, achieve and maintain ambient air quality standards set by U.S. Environmental Protection Agency (EPA) and California Air Resources Board and protect public health and the environment from adverse air quality impacts. Summary of Amador County's Air Quality Designations:<sup>47</sup>

- Ozone: nonattainment
- Fine Particulate Matter (PM 2.5): n/a
- Particulate Matter (PM 10): unclassified (insufficient data)
- Carbon Monoxide (CO): unclassified
- Nitrogen Dioxide (NO<sub>2</sub>): attainment
- Sulfur Dioxide (SO<sub>2</sub>): attainment
- Sulfates: attainment
- Hydrogen Sulfide: unclassified (Sutter Creek: nonattainment)
- Lead: attainment
- Visibility Reducing Particles: unclassified

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<sup>47</sup> Source: California Air Resources Board

# Supplemental Information

Growth Industries in Amador County—non-retail industries that have added 15 or more jobs in Amador County in the past eight years and are growing faster than the U.S. average (2010-2018) for that industry.

*Includes non-retail industries that have added 15 or more jobs in Amador County in the past eight years and are growing faster than the U.S. average (2010-18) for that*

NAICS	Description	Amador County		Growth 2010-18		Amador-2018			Projected Annual		Manufg Capacity Utilization
		Employment 2010	2018	Absolute	Percent	Firms	Avg Wage	Location Quotient	U.S. Growth 2018-2028	Output	
<b>Agriculture, Forestry and Food Processing</b>											
113300	Logging	12	51	39	339%	6	\$55,128	17.3	-2.4%	0.5%	
115100	Support activities for crop production	142	171	29	21%	9	\$28,155	8.4	1.1%	1.4%	
<b>Mining</b>											
212221	Gold ore mining	12	66	54	459%	1	\$71,105	77.6	0.6%	1.0%	
<b>Energy</b>											
221111	Hydroelectric power generation	0	68	68	6849%	1	\$135,753	173.4	-0.2%	1.4%	
<b>Manufacturing</b>											
325920	Explosives manufacturing	125	158	33	26%	1	\$57,822	349.7	-1.1%	0.2%	73%
326130	Laminated plastics plate, sheet, and shapes	0	20	20	1985%	1	\$30,224	16.7	-0.4%	0.3%	74%
331529	Other nonferrous foundries, exc. die-casting	0	18	18	1790%	1	\$33,918	22.8	-1.7%	0.3%	65%
334418	Printed circuit assembly manufacturing	10	30	20	208%	2	\$29,754	8.4	-1.1%	0.2%	62%
334516	Analytical laboratory instrument mfg.	0	29	29	2861%	1	\$30,825	12.9	-0.9%	2.5%	71%
337110	Wood kitchen cabinet and countertop mfg.	1	18	17	1176%	2	\$24,750	2.5	-0.7%	1.7%	74%
<b>Transportation &amp; Logistics</b>											
481219	Other nonscheduled air transportation	0	15	15	1509%	1	\$116,430	45.5	0.5%	1.9%	
<b>Professional Services</b>											
541620	Environmental consulting services	1	28	27	2035%	2	\$19,263	5.4	1.8%	2.4%	
551114	Managing offices	9	56	47	500%	1	\$121,036	0.4	0.5%	1.8%	
562910	Remediation services	19	36	17	86%	1	\$59,249	6.8	0.8%	1.0%	
<b>Health Services</b>											
621610	Home health care services	29	128	99	345%	7	\$37,483	1.4	4.0%	2.9%	
623210	Residential disability facilities	0	15	15	1463%	1	\$28,970	0.6	1.0%	2.6%	
624120	Services for the elderly and disabled	60	278	218	365%	205	\$12,589	2.5	2.8%	3.1%	
624190	Other individual and family services	11	66	55	494%	7	\$43,795	2.5	2.8%	3.1%	
<b>Hospitality</b>											
721110	Hotels and motels, except casino hotels	77	204	127	165%	12	\$22,691	2.1	0.0%	2.4%	
722511	Full-service restaurants	291	380	89	31%	40	\$19,933	1.2	1.1%	1.6%	
722513	Limited-service restaurants	210	323	113	54%	25	\$16,196	1.2	1.1%	1.6%	
722515	Snack and nonalcoholic beverage bars	57	102	45	79%	15	\$15,460	2.3	1.1%	1.6%	

Source: IMPLAN ES202 data, Bureau of Labor Statistics Industry Employment and Output Projections, October 2019; Census Bureau Survey of Plant Capacity Utilization,

National High-Growth Industries: those projected to have positive growth employment or output growth nationally.

NAICS	Description	Amador County				Amador 2018		Projected Annual	
		Employment		Growth 2010-2018		Firms	Avg Wage	U.S. Growth 2018-2028	Output
		2010	2018	Absolute	Percent			Employment	Output
<b>National High Employment Growth</b>									
621610	Home health care services	29	128	99	345%	7	\$37,483	4.0%	2.9%
621410	Family planning centers	0	0	0	0%	0	\$0	3.1%	2.9%
621420	Outpatient mental health centers	1	0	-1	-100%	0	\$0	3.1%	2.9%
621491	Hmo medical centers	57	85	27	47%	4	\$72,380	3.1%	2.9%
621492	Kidney dialysis centers	0	0	0	0%	0	\$0	3.1%	2.9%
621493	Freestanding emergency medical centers	16	0	-16	-100%	0	\$0	3.1%	2.9%
621498	All other outpatient care centers	0	0	0	0%	0	\$0	3.1%	2.9%
624110	Child and youth services	10	22	12	117%	2	\$40,674	2.8%	3.1%
624120	Services for the elderly and disabled	60	278	218	365%	205	\$12,589	2.8%	3.1%
624190	Other individual and family services	11	66	55	494%	7	\$43,795	2.8%	3.1%
519110	News syndicates	0	2	2	168%	1	\$186,557	2.5%	3.5%
519120	Libraries and archives	0	0	0	0%	0	\$0	2.5%	3.5%
519130	Internet publishing and web search portals	0	0	0	0%	0	\$0	2.5%	3.5%
519190	All other information services	0	0	0	0%	0	\$0	2.5%	3.5%
621310	Offices of chiropractors	15	11	-4	-27%	5	\$36,966	2.4%	3.3%
621320	Offices of optometrists	36	32	-4	-11%	3	\$35,148	2.4%	3.3%
621330	Offices of mental health practitioners	0	0	0	0%	0	\$0	2.4%	3.3%
621340	Offices of specialty therapists	16	12	-4	-24%	3	\$38,004	2.4%	3.3%
621391	Offices of podiatrists	3	2	-1	-49%	1	\$42,900	2.4%	3.3%
621399	Offices of miscellaneous health practitioners	0	3	3	306%	0	\$43,947	2.4%	3.3%
621511	Medical laboratories	9	1	-8	-86%	1	\$50,491	2.3%	2.8%
621512	Diagnostic imaging centers	0	3	3	327%	1	\$49,164	2.3%	2.8%
541511	Custom computer programming services	21	21	0	0%	4	\$94,886	2.2%	3.0%
541512	Computer systems design services	2	10	8	544%	7	\$64,935	2.2%	3.0%
541513	Computer facilities management services	0	0	0	0%	0	\$0	2.2%	3.0%
541519	Other computer related services	3	0	-3	-100%	0	\$0	2.2%	3.0%
<b>National High Output Growth</b>									
511210	Software publishers	0	8	8	800%	1	\$50,460	1.8%	5.5%
211111	Crude petroleum and natural gas	0	0	0	0%	0	\$0	-1.2%	4.0%
211112	Natural gas liquids	0	0	0	0%	0	\$0	-1.2%	4.0%
334111	Electronic computer manufacturing	0	0	0	0%	0	\$0	-1.3%	3.5%
334112	Computer storage device manufacturing	0	0	0	0%	0	\$0	-1.3%	3.5%
334118	Computer terminal and peripheral equip. mfg.	0	0	0	0%	0	\$0	-1.3%	3.5%
519110	News syndicates	0	2	2	168%	1	\$186,557	2.5%	3.5%
519120	Libraries and archives	0	0	0	0%	0	\$0	2.5%	3.5%
519130	Internet publishing and web search portals	0	0	0	0%	0	\$0	2.5%	3.5%
519190	All other information services	0	0	0	0%	0	\$0	2.5%	3.5%
621310	Offices of chiropractors	15	11	-4	-27%	5	\$36,966	2.4%	3.3%
621320	Offices of optometrists	36	32	-4	-11%	3	\$35,148	2.4%	3.3%
621330	Offices of mental health practitioners	0	0	0	0%	0	\$0	2.4%	3.3%
621340	Offices of specialty therapists	16	12	-4	-24%	3	\$38,004	2.4%	3.3%
621391	Offices of podiatrists	3	2	-1	-49%	1	\$42,900	2.4%	3.3%
621399	Offices of miscellaneous health practitioners	0	3	3	306%	0	\$43,947	2.4%	3.3%
621111	Offices of physicians, except mental health	106	79	-27	-25%	27	\$96,862	1.3%	3.2%
621112	Offices of mental health physicians	1	0	-1	-100%	0	\$0	1.3%	3.2%
518210	Data processing and related services	0	0	0	0%	0	\$0	1.7%	3.1%
624110	Child and youth services	10	22	12	117%	2	\$40,674	2.8%	3.1%
624120	Services for the elderly and disabled	60	278	218	365%	205	\$12,589	2.8%	3.1%
624190	Other individual and family services	11	66	55	494%	7	\$43,795	2.8%	3.1%
325411	Medicinal and botanical manufacturing	0	0	0	0%	0	\$0	0.0%	3.0%
325412	Pharmaceutical preparation manufacturing	0	0	0	0%	0	\$0	0.0%	3.0%
325413	In-vitro diagnostic substance manufacturing	0	0	0	0%	0	\$0	0.0%	3.0%
325414	Other biological product manufacturing	0	0	0	0%	0	\$0	0.0%	3.0%
336111	Automobile manufacturing	0	0	0	0%	0	\$0	1.1%	3.0%
336112	Light truck and utility vehicle manufacturing	0	0	0	0%	0	\$0	1.1%	3.0%
336120	Heavy duty truck manufacturing	0	0	0	0%	0	\$0	1.1%	3.0%
541511	Custom computer programming services	21	21	0	0%	4	\$94,886	2.2%	3.0%
541512	Computer systems design services	2	10	8	544%	7	\$64,935	2.2%	3.0%
541513	Computer facilities management services	0	0	0	0%	0	\$0	2.2%	3.0%
541519	Other computer related services	3	0	-3	-100%	0	\$0	2.2%	3.0%
622110	General medical and surgical hospitals	348	338	-9	-3%	2	\$75,207	0.6%	3.0%
622210	Psychiatric and substance abuse hospitals	0	0	0	0%	0	\$0	0.6%	3.0%
622310	Other hospitals	0	0	0	0%	0	\$0	0.6%	3.0%

Source: IMPLAN ES202 data by county, Bureau of Labor Statistics Industry Employment and Output Projections, October 2019.

Key Economic Base Components in Amador County—includes the industries in Amador County with 50 or more employees in 2018 (exclusive of retail, wholesale, and personal services); the employment growth from 2010 to 2018, number of firms, average wages, and location quotient.

*Table includes industries in Amador County with 50 or more employees in 2018 (exclusive of retail, wholesale and personal services)*

NAICS	Description	Amador County				Amador-2018			Projected Annual	
		Employment		Growth 2010-18		Firms	Avg Wage	Location Quotient	U.S. Growth 2018-2028	Output
		2010	2018	Absolute	Percent				Employment	Output
<b>Agriculture, Forestry and Food Processing</b>										
111300	Fruit and Tree Nut Farming	94	79	-15	-15%	11	\$26,980	7.1	0.2%	1.6%
113300	Logging	12	51	39	339%	6	\$55,128	17.3	-2.4%	0.5%
115100	Support activities for crop production	142	171	29	21%	9	\$28,155	8.4	1.1%	1.4%
312130	Wineries	201	319	118	59%	27	\$30,112	78.0	0.6%	1.7%
<b>Mining</b>										
212221	Gold ore mining	12	66	54	459%	1	\$71,105	77.6	0.6%	1.0%
<b>Manufacturing</b>										
325920	Explosives manufacturing	125	158	33	26%	1	\$57,822	349.7	-1.1%	0.2%
327215	Glass product mfg. made of purchased glass	38	50	13	33%	1	\$32,894	17.8	-0.9%	0.4%
<b>Energy</b>										
221111	Hydroelectric power generation	0	68	68	6849%	1	\$135,753	173.4	-0.2%	1.4%
<b>Professional Services</b>										
551114	Managing offices	9	56	47	500%	1	\$121,036	0.4	0.5%	1.8%
<b>Health Services</b>										
621111	Offices of physicians, except mental health	106	79	-27	-25%	27	\$96,862	0.5	1.3%	3.2%
621210	Offices of dentists	109	98	-11	-10%	12	\$49,028	1.7	1.0%	1.3%
621491	HMO medical centers	57	85	27	47%	4	\$72,380	6.7	3.1%	2.9%
621610	Home health care services	29	128	99	345%	7	\$37,483	1.4	4.0%	2.9%
622110	General medical and surgical hospitals	348	338	-9	-3%	2	\$75,207	1.2	0.6%	3.0%
623110	Nursing care facilities	187	67	-119	-64%	1	\$31,781	0.7	1.0%	2.6%
623312	Assisted living facilities for the elderly	113	118	5	4%	5	\$28,940	4.4	1.0%	2.6%
624120	Services for the elderly and disabled	60	278	218	365%	205	\$12,589	2.5	2.8%	3.1%
624190	Other individual and family services	11	66	55	494%	7	\$43,795	2.5	2.8%	3.1%
624310	Vocational rehabilitation services	50	51	2	4%	1	\$16,421	2.6	2.0%	2.7%
<b>Hospitality</b>										
721110	Hotels and motels, except casino hotels	77	204	127	165%	12	\$22,691	2.1	0.0%	2.4%
722511	Full-service restaurants	291	380	89	31%	40	\$19,933	1.2	1.1%	1.6%
722513	Limited-service restaurants	210	323	113	54%	25	\$16,196	1.2	1.1%	1.6%
722515	Snack and nonalcoholic beverage bars	57	102	45	79%	15	\$15,460	2.3	1.1%	1.6%

Source: IMPLAN ES202 data by county, Bureau of Labor Statistics Industry Employment and Output Projections, October 2019.

Amador County Share of State Employment by Industry Sector—compares the number of firms and jobs in the State of California and Amador County for each industry.

NAICS	Description	State of California		Amador County			Location Quotient*	
		Jobs	Firms	Jobs	Firms	Jobs Share of State		Firms Share of State
	<b>Total</b>	<b>14,874,683</b>	<b>1,522,288</b>	<b>7,522</b>	<b>1,058</b>	<b>0.1%</b>	<b>0.1%</b>	
11	Agriculture, Forestry, Fishing	422,896	16,662	378	40	0.1%	0.2%	1.77
21	Mining	20,269	787	83	5	0.4%	0.6%	8.10
22	Utilities	56,414	1,284	76	2	0.1%	0.2%	2.66
23	Construction	859,196	79,990	442	107	0.1%	0.1%	1.02
31-33	Manufacturing	1,319,531	44,368	728	55	0.1%	0.1%	1.09
42	Wholesale Trade	699,110	63,089	82	17	0.0%	0.0%	0.23
44-45	Retail Trade	1,682,552	104,517	1,560	120	0.1%	0.1%	1.83
48-49	Transportation	591,071	24,667	136	21	0.0%	0.1%	0.46
51	Information	524,785	25,489	151	8	0.0%	0.0%	0.57
52	Finance and Insurance	540,868	51,357	204	48	0.0%	0.1%	0.75
53	Real Estate	293,584	54,244	66	29	0.0%	0.1%	0.44
	Services	7,835,466	1,024,883	3,607	596	0.0%	0.1%	0.91
54	Professional and technical services	1,282,730	147,340	305	76	0.0%	0.1%	0.47
55	Management of companies	252,969	4,699	56	1	0.0%	0.0%	0.44
56	Administrative and support services	1,126,679	52,492	196	33	0.0%	0.1%	0.34
61	Educational services (private)	324,130	14,925	41	2	0.0%	0.0%	0.25
62	Health Services	2,323,277	603,120	1,491	298	0.1%	0.0%	1.27
71	Arts, entertainment, and recreation	315,377	24,737	142	8	0.0%	0.0%	0.89
72	Accommodation and food services	1,671,710	85,381	1,128	110	0.1%	0.1%	1.33
81	Other Services	538,594	92,189	247	68	0.0%	0.1%	0.91

Source: IMPLAN ES202 data by county and state data.  
\*Relative to California.

# Appendix B

## Public Engagement

# Stakeholders Interviewed

Amador Community Foundation – Kathleen Harmon  
Amador Council of Tourism – Melissa Haines Lavin  
Amador County – Jon Hopkins, Kim Holland  
Amador County Airport – Dave Shepard  
Amador County Association of Realtors – Sally Bligh  
Amador County Behavioral Health Department – Stephanie & Melissa  
Amador County Chamber of Commerce – Jamie Armstrong  
Amador County Chief Administrative Officer – Chuck Iley  
Amador County District 1 Supervisor – Pat Crew  
Amador County District 2 Supervisor – Richard Forster  
Amador County District 3 Supervisor – Jeff Brown  
Amador County District 4 Supervisor – Frank Axe  
Amador County Planning – Chuck Beatty  
Amador USD – Amy Slavensky  
Amador County Office of Education – Donna Custodio  
Amador Vintners – Jack Gorman  
Amador Water Agency – Rick Ferriera  
American River Bank (retired) – Wayne Garibaldi  
ARSA – Robin Peters  
Calaveras Healthy Impact Product Solutions (CHIPS) – Regine Miller  
CB Richard Ellis – Heath Kastner  
City of Ione – Jon Hanken  
City of Jackson – Keith Sweet, Jackson City Council for City Manager Yvonne Kimball  
City of Plymouth – Rex Osborn, City Manager  
City of Sutter Creek – Amy Gedney, City Manager  
College Connect – Rachele Saldate  
Colliers International – Greg O’Leary  
Colliers International – Mark Demetre  
Finesse Carpet One Floor & Home – Brett Birmingham  
Foothill Conservancy – Sherry Pease and Katherine Evatt  
Jackson Casino – Crystal Jack  
Jackson Main St. Association – Lucy Hackett  
MLJT – Annette Solis  
MLJT & CSEDD – Dave Thoney  
Mother Lode Land Trust – Ellie Routt  
Pine Grove Community Service District – Lori Arnberg  
Registered Professional Forester – Ed Struffenegger  
Rest, Taste, Volcano Union Inn, mobile restaurant – Tracey Berkner  
SPI – Jay Francis  
SPI Real Estate – Gary Blanc  
Sutter Amador Hospital – Tom Dickson  
University of California Cooperative Extension – Scott Oneto  
Volcano Communications – Frank Leschinsky  
Volcano Community Services District – Sharon Owens

# Map Comments and Conversations

COMMENTS	SUBSEQUENT REMARKS
<p>The water tower could be a nice landmark but has been allowed to deteriorate and is all rusted and ugly.</p>	<p>Fix the water tower do not remove it .. we love the lights at Christmas and possible could use different lights on multiple holidays</p>
<p>In order to attract families to any community the school or schools are the key factor for most people. As a parent I can say that would be a top priority for me. Most families have at least one working adult which brings money into the community. I firmly believe money and talent need to brought into the Pine Grove school as well as offering a top notch education. A great alternative private type school would also be a nice addition.</p>	
<p>Development should occur in or adjacent to existing cities where there is infrastructure readily available. Little or no development should occur up country because of high fire danger, inadequate water, sewer, etc. up country should emphasize recreational and tourism</p>	<p>Upcountry still needs a certain degree of development and renovation. Plenty of people still LIVE up here, and having a more accessible and welcoming community hub would be lovely. Jackson is farther away than it often feels. And having attractive locations and businesses for travelers to stop by on their way further up the highway seems easy and beneficial. Locals would work and patronize, and tourists would boost. We don't need anything drastic, mostly just renewed focus and attention.</p>
<p>Please consider renovating or remodeling the run down buildings along 88 they make the town look depressed.</p>	<p>It would be helpful to create a pleasant walking environment in central Pine Grove. Even though Hwy 88 is busy, the creation of safe pathways and crossings could help foster new businesses to serve both locals and tourists.</p> <p>I agree with the safer, more pleasant walking environment in Pine Grove. The irony in that is that it's already safer than further up country.</p> <p>The current Highway improvement plan includes walkways and safer crossings, I just needs to be funded. Lowland efforts have tried to kill this project. construction. There should be a County wide effort to address derelict buildings owners should be accountable for maintaining their buildings and property. They are an eyesore that</p>

COMMENTS	SUBSEQUENT REMARKS
	<p>creates a drag on the community image, property values, are fire hazards, are unsafe for homeless that occupy them or youth who might enter to vandalize them</p> <p>there should be a county wide effort to address derelict buildings. They are a fire hazard and are dangerous for any who enter them. They are an eyesore that drags down the community image and property values. Owners should be accountable</p>
<p>Please start with renovating the old Buckhorn lodge is such an eyesore. I think the Buckhorn area as so much potential. Maybe a small hotel with shuttle service to Kirkwood and a decent restaurant that's open 7 days a week. The shopping center with the hardware store has so many vacant store fronts and for so many years. Maybe get the landlord to lower rents to attract tenants. Pioneer school should be completely renovated and be K-8. A great school is key to a great community!</p>	<p>Jackson established a program years ago to help business owners downtown upgrade their business facades. County could do that for businesses along major roadways.</p> <p>Yes, much of the already developed areas up here are, frankly, quite sad and off putting. I'm not sure of how any existing land- or property owners can be encouraged or compelled to improve things, but essentially that is what's needed.</p>
<p>Amador Counties beauty is not only in it's physical landscape and historical significance but in its "ruralness" and lack of expansive development. Though further development will bring jobs it will also bring undesirable elements such as a higher crime. Amador is a reprieve from the hostility you find in many of California's cities and counties. It would truly be sad to see Amador head down the same path.</p>	<p>This county has been just fine without a massive expansion of development. Poverty has always been low here and until recently crime has been low to non existent. Homelessness is starting to become more pervasive in our community due to the influx of drug users from neighboring counties. Additional widespread development will only draw more.</p> <p>We need to focus development in areas where services, jobs, and infrastructure are available.</p> <p>Development need not detract from the rural nature or character of the area. The reality is that, without more economic development, there will fewer people overall, and more poor people. Higher levels of poverty can also lead to higher rates of crime, and an underserved population can cast a shadow on all of the beauty we have to offer and enjoy.</p>
<p>The description of the Buckhorn Town Center leaves out an important constraint to development: There is</p>	

COMMENTS	SUBSEQUENT REMARKS
<p>no wastewater treatment system for the town center. If the town center is going to develop as a mixed-use center, that infrastructure will be critical. It's also important to protect the historic King James Ranch as open space leading into Buckhorn from the west. It would make a great living history center about historic ranching and farming with hiking trails.</p>	
<p>A performing arts center would be a great addition to our community, and Martell is the most logical place to put it. The old auto dealership now occupied by an electronics firm could be remodeled for that use. We need a theater in the county that can seat at least 300 people. A performing art center in Martell could attract businesses to serve its clientele, too.</p>	<p>The private company in Martell is leasing the building. May not be there indefinitely. I believe the diocese still owns the building.</p> <p>Unfortunately, the two buildings that make up the old car dealership are already occupied by the church and a private company. The old K-Mart build could be good for that purpose and it would already be wide open inside and would need minimal structural changes compared to the old car dealership buildings.</p> <p>This should be a community funded and run effort.</p> <p>I meant this comment to be in Martell.</p>
<p>Martell needs a specific plan, and the county needs to really encourage mixed-use development there, which it has yet to do. Developers should know that the county expects them to include residential development in their plans. SPI's revised Martell Master Plan should include mixed use projects, not just more retail development. Martell is also a logical place for a community college project.</p>	<p>The existing Community College effort is a remote learning strategy. The County should help back it and promote it. ACUSD is now on board to help. Having the opportunity for an educated population helps attract businesses. Professionals that we desparately (<i>sic</i>) need in our county, won't consider moving their families here with poor schools or no schools. New Doctors, teachers, dentists, Grocers, realtors, lawyers, everyone checks the school ratings before moving their families here.</p> <p>I agree with the need for a specific plan and mixed-use development. There is so much potential to make this area a more robust and accessible hub.</p> <p>Take advantage of the governors telework force ...start marketing this county as an amazing place to live and telework from. invest in our Internet and cell sites... The county should invest in their own cell sites and their own Internet companies think out-of-the-box ..it's a whole new Internet</p>

COMMENTS	SUBSEQUENT REMARKS
	and wifi ( <i>sic</i> ) would make Amador County the leading county to telework from..
The old P&M Cedar sawmill site is an underutilized property.	
Amador County needs more passive recreation opportunities. The county should reach out to EBMUD about creating more trails on its watershed properties.	This would be lovely.
Amador County needs a large, below-the-snow, passive park with hiking, cycling, and horse trails. The Newman Ridge property would be ideal. It would attract people from inside and outside the county. Outdoor recreators spend money in local businesses.	<p>Agree about parks, open spaces and developing Preston. Amador County needs to be strategic about keeping its unique areas, unique and green space, green. Once it's gone, you can't bring it back.</p> <p>I agree with the person that commented on Preston. A community college and senior center would be wonderful not only for our graduating seniors and senior population but for the community as well.</p> <p>Develop the old brickyard, its currently unused for anything beneficial to the community outside of illegal dumping. A recreational area would bring enough traffic through the area to at least keep people from discarding their unused appliances, hazmat, and furniture.</p> <p>Someone needs to take over Preston... buy it from the state , what an amazing small community college or possible destination for Tiny houses ... Amador county currently does not allow tiny homes on properties... let's change that .</p> <p>The development of downtown is a necessity while keeping the old town feel</p> <p>Even though I no longer have pets, having a proper/grass covered dog park is also a necessity giving our residents and their pets a place to play</p> <p>A skateboard park for our children.</p>
Amador County needs a specific plan for the Shenandoah Valley. Otherwise, proliferating	Tiny homes have been a hot bed for drug use in other counties. Not sure we want that here.

COMMENTS	SUBSEQUENT REMARKS
<p>commercial development will destroy the agricultural and community character of the valley.</p>	<p>Tiny home parks ... affordable places to place your tiny home ... I'm 58 years old worked 14 years at the prison and can't even think of retiring here because of the cost of living ... find reasons to keep us here, if not, I'm going to have to take my retirement out of state</p>
<p>Amador County's scenic beauty and quality of life are economic development assets. The county needs to take these seriously and act to protect them. The general plan alone does not do it.</p>	
<p>Amador needs open space between its developed areas. It also needs design standards for commercial areas because we are losing our community character and looking like Anywhere USA. Also need broadband throughout the county to facilitate teleworking.</p>	<p>Take advantage of the Governors telework force ... start marketing this county as an amazing place to live And telework from .. invest in our internet and cell sites .. heck this county needs to buy their own cell towers and internet... think out of the box people it's a whole new internet wifi (<i>sic</i>) world be a leading county to telework from</p>
<p>Amador Co is in dire need of LOW income housing! Any and all plans for development should include a LOW income housing component.</p>	<p>Requiring developers to build something or including too much regulation will cause them to go elsewhere or to get out of building altogether. If you over regulate something, then it will de-incentivize people to do it. What we as a county need to do, is bring businesses and jobs up to this county. We need to also bring some more entertainment here. Like a roller/ice skate rink (old K-Mart building), maybe some type of race track.</p> <p>No thanks. Low incoming housing will only bring more crime into the area. We have already seen an uptick of crime and homelessness in this county. Let's not invite more in.</p> <p>The county could develop an inclusionary zoning ordinance like the one in Jackson that requires new developments of a certain size to include housing for low and very-low income groups.</p> <p>If it's true that tiny homes are not currently allowed, then yes, that is one thing that should be addressed as part of a potential solution addressing low income housing. Subsequent Remarks: Affordable housing is obviously an issue across the state, and Amador County is perhaps</p>

COMMENTS	SUBSEQUENT REMARKS
	<p>better off than many other places, currently, but we need to be vigilant and proactive before things get worse.</p> <p>Tiny houses on property we own</p>
<p>One thing that would be amazing as part of any level of development would be safe, clearly designated walking zones around and between businesses. There are people up here don't drive often or at all, and the county bus is essentially just a periodic shuttle into Jackson.</p>	<p>Being able to safely traverse between zones of one's actual town seems important.</p> <p>Paved or not, just knowing where it's safe to walk is beneficial, rather than seeking out mysterious trails.</p>
<p>Jackson and Martell could stand to be much more pedestrian friendly. There are some areas with decent sidewalks or safe, flat paths, but too few and they often end abruptly. There are safe crossings along the highways but not many continuously walkable paths between points of interest. Some paths start off safely only to lead through a rocky ditch, tall weeds, or uncomfortably close to traffic. Public transit has its limits and often takes far longer than walking, or needs combined with walking.</p>	<p>Usable walking/bike paths need to be establish and maintained for recreation, health reasons but also to allow everyone access to shopping &amp; services. All new home developments must be required to include paths as well as green spaces</p> <p>Ione has many homes and are planning more. We need more stores and a walking/bike path</p> <p>I agree. It's nearly impossible to walk safely from downtown Jackson to south Jackson, for example.</p>
<p>Buckhorn needs a community clinic to provide basic medical services to upcountry residents. Since the Pioneer Clinic closed years ago, upcountry residents have had to drive all the way to Jackson for basic healthcare. While virtual visits help, they can't replace in-person visits for vaccinations, physical exams, tests, and imaging.</p>	
<p>Volcano needs a community plan to retain its charm and character while encouraging appropriate types of business development.</p>	
<p>Is there an opportunity to provide electric vehicles for those who fly into Westover Field, similar to the Chevy Bolt program in downtown Sacramento.</p>	<p>This might be a good opportunity for someone to start a rental business if there is enough demand.</p>
<p>The Mokelumne River attracts visitors and users from all over northern CA and beyond. Electra Road is badly in need of repair, as is Middle Bar Road, the other road people use to access and depart from the river.</p>	<p>Electra Road is definitely in need of repair. It is becoming more dangerous as it is one lane in some areas.</p>

COMMENTS	SUBSEQUENT REMARKS
<p>The county needs to secure the funding necessary to complete the Hwy 88 corridor improvement project in Pine Grove.</p>	<p>The county should be expediting this project and encouraging business development in this Master Plan designated community center. How about tax breaks for new businesses. Use Sales tax distribution that is currently only distributed to incorporated cities, to Help improve the community. Amador City gets? (population 185) Pine Grove gets 0\$, (pop. 4,400 within 95665) Walking paths from neighborhoods to the Highway corridor. A new, larger park is needed in this community</p>
<p>Please include MURALS and PUBLIC ART in the plan. This will get the community involved in creating spaces that are safe and show off the vibrance of Amador. Public art projects attract families and all generations to positively contribute and utilize our community spaces and therefore make and keep those spaces safe and clean for all Amadorians to enjoy for years. Let's keep making Amador beautiful with all kinds of public art.</p>	
<p>Hwy 16 relinquishment will negatively impact our local economy</p>	
<p>Fiddletown needs a community plan to identify economic development priorities, and ways to retain its charm and character while encouraging appropriate development.</p>	
<p>Developing walking and bike paths would increase access to the existing businesses for residents, draw in out of town visitors and encourage future investment.</p>	<p>walking and bike paths - do not want them through vineyards on private property. Roads too narrow and not in best of shape</p>
<p>We need a place for kids to have fun! The old Kmart building is a great spot for roller rink, laser tag, batting cages, something, anything! Choices are so slim here that we're all forced to go to other counties.</p>	
<p>I do not understand why population growth is a goal. I support development of opportunities for employment and additional businesses but believe that we should control population to preserve quality of life for our citizens</p>	<p>We moved here for the rural lifestyle, ranch land, oak woodlands, and grass hills too because we did not want the mass housing developments and big box stores of the valley either. Controlling population to preserve quality of life for our citizens should be the number one priority - Support telecommuting so all of us working in</p>

COMMENTS	SUBSEQUENT REMARKS
	<p>Sac. will spend more here, reduce wear of our roads and air pollution from all the commuting.</p> <p>Totally agree with the why is population growth the goal question. I moved to this area for the rural lifestyle, ranch land, oak woodlands, and grass hills. If I wanted back to back housing developments and big box stores, I would have bought in Elk Grove or Rancho Cordova.</p>
<p>Many Amador County upcountry roads are in desperate need of repairing and resurfacing.</p>	
<p>We would like to see something happen with the old K-Mart site. Maybe a Target or a Costco. Also we would love to have a Kaiser Medical Office Building somewhere in Amador County.</p>	<p>The old K-Mart building would be better used for a roller/ice skate rink or even a community arts center. If some entrepreneur would get hat rolling, it would be nice. We don't need more retail shops and Target or Costco can definitely afford to build their own buildings.</p> <p>If I want to go to Target or Costco, there are plenty close by. As convenient as it would be to have those big box stores closer to home, why make Amador look and feel like every other town? I don't want to live in an Elk Grove.</p>
<p>We're planning to put EV Charging Station at our business, are there any incentive available?</p>	<p>There is already one being built in Jackson. You can check here: <a href="https://calevip.org/">https://calevip.org/</a></p> <p>There is already one being built in Jackson. You can check the CALeVIP website. I would post a link, but it won't let me.</p> <p>Check here: <a href="https://calevip.org/">https://calevip.org/</a>. There is already one being built in Jackson.</p>
<p>Curiously, it seems like this endeavor is largely focused on COVID impacts and economic development in the unincorporated areas. Why? And why not in the existing cities? Counties are generically suited to address rural issues, whereas cities address urban issues. In balancing growth versus open space and environmental conservation, it seems logical to concentrate growth in the cities where infrastructure, broadband internet, and transportation corridors already exist to some extent.</p>	

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**COMMENTS****SUBSEQUENT REMARKS**

A pharmacy - perhaps satellite for one of the chains - in the upcountry area would be a benefit to residents.	
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# Business Owner / Manager Survey

1. Where is your business located?

0	Amador City
16	City of Jackson
2	City of Lone
2	City of Plymouth
5	City of Sutter Creek
12	Unincorporated area of county

2. Please identify the type of business or service you are engaged in.

6	Agriculture
2	Education / Training
3	Communications / IT
2	Government
2	Health / Human Services
4	Hospitality / Tourism
0	Manufacturing / Food Processing
5	Nonprofit
4	Personal or Business Services
4	Retail / Restaurant
0	Utility Provider
5	Other: (construction, consulting, design and author, services, vineyards, and winery)

3. Which of the following are the biggest ADVANTAGES to locating your business in Amador County (check all that apply)

17	Location / Market Access
10	Visitors
2	Workforce
9	Cost of Doing Business
1	Physical Infrastructure (roads, water, sewer, power, etc.)
11	Other:
	I want to live in the country above the fog, below the snow, but big enough to support my business, love small vibrant town
	maybe cost of living
	None
	Place-based organization
	Quality of life, little traffic, accessible local gov't
	Rural area
	The climate and soil for wine grapes.
	we only located here because of a ranch that was in the family

4. Which of the following are the biggest DISADVANTAGES to locating your business in Amador County (check all that apply)

8	Location / Market Access
13	Quantity of Workers (finding, attracting, retaining)
17	Quality of Workers (skills, reliability, etc.)
8	Cost of Doing Business
14	Physical Infrastructure (roads, water, sewer, power, etc.)
19	Inefficient Broadband (speed, reliability)
9	Accessing and/or Affording Fire Insurance
3	Other

5. How dependent is your business on fast and reliable internet service?

25	Extremely
10	Moderately
2	Somewhat
0	Not at all

6. Prior to sheltering in place orders, how many employees did you have on payroll?

12	0, Self-employed
15	1 to 5
1	6 to 10
1	11 to 15
3	16 to 20
0	21 to 30
2	31 to 40
0	41 to 50
0	51 to 100
1	101 to 200
2	Over 200

7. What percentage of staff have you paid off (permanent) or furloughed (temporary)?

28	None
1	All
1	1 to 10%
1	11 to 20%
0	21 to 30%
1	31 to 40%
2	41 to 50%
1	51 to 60%
2	More than 60%

8. What percentage of staff do you plan to lay off if this continues through December?

26	None
1	All
4	Unsure
1	1 to 10%
0	11 to 20%
0	21 to 30%
0	31 to 40%
0	41 to 50%
1	51 to 60%
3	More than 60%

9. What was the business' approximate annual revenue prior to COVID-19?

7	\$100,000
5	\$150,000
4	\$200,000
1	\$250,000
1	\$300,000
0	\$350,000
2	\$400,000
2	\$450,000
11	\$500,000 +

10. What do you expect the business' average annual revenue to be at year-end?

12	\$100,000
5	\$150,000
2	\$200,000
1	\$250,000
1	\$300,000
0	\$350,000
1	\$400,000
2	\$450,000
6	\$500,000 +

11. If business disruption continues at the current rate, how soon will you be at risk of closing permanently?

1	Less than a month
1	2 to 5 months
1	6 to 12 months
19	Never
10	Unsure

12. How is your business adapting to COVID-19? (choose as many as you like)

8	No action taken
10	Employees are working remotely
8	Reduced operating hours
4	Reduced employee hours
4	Furloughed employees (temporary)
1	Laid-off employees (permanent or indefinite)
8	Temporarily closed business
0	Permanently closed business
8	Other:
	cancelled all events & airbnb
	Cleaning more
	cleaning, screening protocols, etc.
	temporarily reduced hours at beginning of covid
	Working full time. Partly from home and partly in the office.

13. What resources or services would be most helpful for business recovery? (check all that apply)

7	Understanding new COVID-related regulations
5	Rethinking my business model
0	Technical assistance/business coaching
0	Business planning
9	Creative marketing ideas
0	E-commerce platform
7	Digital marketing
12	Social media skills and strategies
8	Enhanced website
0	Renegotiating payment terms with banks, vendors, utilities, etc.
0	Other financial assistance (debt reduction, collections, cash flow)
8	Hardware and software purchases
13	Keeping my employees and customers safe
7	Personal Protective Equipment (PPE) accessing
0	Discussion forums with business peers
0	Services for employees who have/will be laid off

14. If you have been able to pivot to produce new or different services to sustain your business, please tell us about it.

online events, meetings, and services. Local Radio.  
 We grow grapes.... So....we can make only wine

15. Does your business have an online sales component?

16	Yes
17	No

16. Have you accessed any of the state or federal resources available?

13	Yes
20	No

17. What types of business products or services would complement your business?

Code enforcement of all Federal, State, and County laws, licencing, zoning, sign, and and other ordinances to prevent illegal competition. More reliable power and internet services. Conversion of CA Route - Hwy. 16 back to a State highway all the way to Sacramento.
county wide online marketing to support agro tourism
Four star hotel
High speed internet.
Restaurant, Bar, Local Public Outdoor Events - of course we'll need to consider COVID-19, but put guidelines and educate people will be win win for all
Teaching facilities

18. Is there anything more you would like to add about general business needs and/or business recovery issues?

Amador has basic infrastructure, financial, leadership, political problems that I fear are unsurmountable. Amador political leadership thinks this is still the 1950's.
Broadband/high speed internet is imperative with work from home
County needs a centralized nonprofit support entity similar to the Impact Foundry in Sacramento.
help restaurants serve outside even on the streets. Proactively approve housing developments, deal and control the homeless issues (get them off the streets with social workers/police. Thanks, Ron
HIGH SPEED INTERNET PLEASE

Instead of burdening businesses or new development with infrastructure cost provide them with incentive in taxes, fees, permits, sewer, water and/or build roads. Ultimately it will benefit to grow local economy.

Lighten up on the regulations placed on small business.

Lo income housing so individuals earning \$15-\$20/hour could house themselves.

My retail shop is located on Main St. Jackson. I am dependent on tourists and repeat customers. With so many empty stores and boarded up stores it is depressing. One dinner restaurant downtown, only open 4 days a week and the deli is not enough of a draw. People need food when looking at destinations. Sutter Creek main st is 10 times as busy as ours. Jackson needs a boost to revitalize it and make it safer and way more inviting. There is so much history and beauty here that seems to be untapped. Thank you!

My understanding is that Amador Water Agency is not currently able to supply water for new development. This could have a significant effect on business development going forward.

Our roads need to be repaired

The lack of leadership at the County level to see COVID as a real threat to our economy has hurt my business tremendously.

This is a Covid -19 survey, NOT an economic survey. The scope of your questions is extremely narrow and utterly useless for examining the economy of Amador County.

# Resident Survey Findings

19. Where do you live?

80	Unincorporated area of county
24	City of Jackson
19	City of Lone
18	City of Sutter Creek
13	City of Plymouth
1	Amador City

20. Where in the unincorporated area of the county do you live?

8	Pine Grove
5	Jackson area
5	Sutter Creek area
4	Comanche
3	Buckhorn
3	Mace Meadows
3	River Pines
2	Volcano area
2	Drytown
2	Fiddletown
2	Pioneer
2	Upcounty
10	Other

21. If you work outside of Amador County, to where do you commute?

10	Sacramento
2	Placerville
1	El Dorado Hills
1	Fairfield
1	Folsom
1	Roseville
1	San Andreas
1	Shingle Springs
1	South San Francisco

22. Were you employed on March 20, 2020?

74	Yes, full-time
51	No
15	Yes, part-time
11	Yes and working from home
4	No, but looking for work

23. If yes, are you still employed?

76	Yes, full-time
14	Yes, at reduced hours
6	No, laid off (permanently or indefinitely)
3	No, furloughed (temporary)
2	No, looking for work
1	Yes, looking for full-time

24. If not currently employed or employed at reduced hours, have you taken any of the following actions to maintain your standard of living?

40	Considered or have retired
7	Working off jobs as available
7	Requesting flexible payment terms (rent, mortgage, utilities, etc.)
6	Requesting debt forgiveness, deferral
5	Other (retired, sold house and moved)
2	Accessing food banks and other safety-net services

25. What is the highest level of education you have achieved?

54	Four-Year Degree
31	High School / GED
30	Two-Year Degree
25	Masters / Doctorate
9	Skilled Training Certification or Training (welding, plumbing, etc.)
8	Professional Degree or Certification (CPA, JD, etc.)

26. Share any other information or thoughts here.

Amador Counties beauty is not only in it's physical landscape and historical significance but in its "ruralness" and lack of expansive development, in my opinion. Though further development will bring jobs it will also bring undesirable elements such as a higher crime. Amador is a reprieve from the hostility you find in many of California's cities and counties. It would truly be sad to see Amador head down the same path. Sometimes grants are given with ulterior motives. On the

surface they are seemingly rosy but underneath they can be riddled with underhandedness. Thanks for taking my comment.

amador county needs easy access to a mental health institution to address a big part of the homeless issues.

Amador County needs to be selective with development to maintain integrity of why people moved up here in the first place. Do not make Amador's cities and communities into Elk Grove.

Amador County's' quality of life should not be degraded by economic development.

Amador has a serious lack of leadership, financial resources, and vision for the future. It should embrace its natural beauty and environmental uniqueness. It should attempt to attract prosperous business to historical Jackson, and rehabilitate its existing city centers.

Architecture of new development should reflect the history of Amador County's gold rush era. The development in Martel DOES NOT meet this standard and looks like anywhere USA. The historical look of Sutter Creek and Jackson is attractive for tourists as well as locals and should be reflected in new development.

Broadband/high speed internet is imperative to work from home. It has been an issue as only satellite is available where I live. As more and more people move out of the cities and into a rural environment - they may not settle in Amador County due to the lack of broadband/high speed internet in so many parts of this county

Education and infrastructure improvements are critical Development of Master Plan Town centers Equitable distribution of Sales taxes to the populations that paid them (Pine Grove, Pioneer) Clean up derelict buildings, these are the owners responsibility

Found Pine Grove area for retirement because of close access to amenities such as shopping, recreation for summer and winter activities near-by, wineries, short trips to Reno area and beautiful scenery. Have always felt the area is underdeveloped and has no proactive marketing to retirees or workers. The area is great for retirement but lacks awareness outside the area. Market the area and they will come.

From a personal standpoint, but surely also applicable to others, we really need more physical accessibility/maneuverability. Increased pedestrian friendliness where feasible. I've seen many upcountry residents who rely fully or partially on Amador Transit (and I'm one of them). AT works well within the parameters it has, but it has its limitations. Taking multiple busses throughout the day, especially beginning and/or ending upcountry, simply cannot get one to multiple appointments or locations in a single day sometimes. I'll spare you my personal anecdotes. Also, right now fewer confined spaces are preferable. Not everyone can walk distances greater than a parking lot, but those of us who can and want to would be better served by having safe alternatives to the bus, walking questionable paths, or walking far too close to traffic. And maybe it would encourage more people to walk and visit a couple more shops than

where they parked. From a job-seeking, and -keeping, standpoint, being able to safely and reliably get from the nearest bus stop to an interview or workplace would be a major hurdle removed. I also feel more sidewalks or clearly designated trails would give a more friendly, inviting character to our area. People staying in a hotel could more readily tour Main Street and then walk to the park or head over to Mel's. Or something. I don't know what to reasonably expect visitors to do. And not being able to walk around more freely skews my perception of local geography. I know when I visited while living out of county, I desired more walkability for the mornings or afternoons I spent alone in town. And still do as a resident just wanting to enjoy more life than Pioneer has to offer. Obviously much of my comments are assuming a post-pandemic reality will come. Thank you for taking time to read this.

I am not clear on how the questions asked above will help develop Amador County. You should be asking more about ideas to bring businesses and jobs, long term living in Amador, what is missing, how do we bring it in...etc... This is just a "we're doing something" activity...

I do all my shopping basically at Safeway. I would love to have more choices such as Costco, Trader Joes for groceries. When I need household items that I cannot get at the grocery store I drive all the way down to Folsom and shop places like Wal-Mart (I hate the one in Jackson) Target, Costco, Ulta, Homegoods, Ross... I know it was stated in the radio interview small businesses, but if you could get those kinds of businesses up here they would do great, folks would be coming from other counties to shop. it seems there are sites such as the old k-mart that would work and empty land to develop. Thank you [REDACTED]

I love Amador County and have lived here for 5 years, 4 in Pine Grove and 1 in Sutter Creek. Doing business with the County office is incredibly easy and they are very helpful (i.e. for permits, tax questions...). My primary concern is what appears to be an increase in crime from mail and car theft to more serious incidents. I would also like to see more outreach and services for our homeless community members.

I'm confused as to why run down and vacant buildings are allowed to stand in Amador County? I don't see this in other foothill communities. I hope something can happen to remedy this problem.

It's becoming impossible to work & have kids in school

It would be good to have functional skills taught in our High Schools. Auto shop, Electrical, Welding, Plumbing, Ag. Etc. it would provide self esteem and job skills fewer and fewer people can do anything.

I've been retired here for 15 years. Until recently it was like River Pines didn't exist. Now, due to some proactive residents, some changes for the better are being made. But it would be beneficial to this community if even more county agencies would become more engaged with helping the town become a better place to live

I've discovered there are a LOT of us living in Amador, but working in Sacramento. I think Amador should take a close look at how to capitalize and promote teleworking - Covid sucks, but it has resulted in thousands of less road miles, more time to enjoy my Amador home and spend a lot more dollars here than along my route to and from Sacramento.

I've lived in the Upcountry part-time for 5 years but recently relocated to live here full-time as a result of my work going remote. Many people are being drawn to more rural areas as a result of the pandemic and this seems like a key time to capitalize on this interest and use it to revitalize the local economy. Providing better internet options and developing co-working spaces (individual offices within larger complexes or leases) would do a lot to attract remote workers. Increasing the availability of delivery services from local restaurants and grocery stores could also bring more customers to existing businesses (think partnerships with existing platforms like Doordash, Grubhub etc). I'm not sure if the chamber has something like this, but working to develop a re-location guide or working with relocation experts in the Bay Area (such as Leavingthebayarea.com) could also bring new residents and enterprise. I know there are mixed feelings about the influx of Bay Area residents, but having straddled both lines and identities for the past 5 years, I can confidently say these folks represent a great economic opportunity for the county. Happy to chat more if you would like -- [REDACTED]

I would like to see a small over 55 gated residential development of middle-class affordable stick-built houses 1,500 sq. ft., similar to Jackson View, close to the City of Sutter Creek. Since so many seniors travel, it would be advantageous (as well as a strong selling feature) to have on-site RV storage, even a small side yard big enough for a motorhome. The older we get the closer we want to be to services.

Job opportunities here do not match the cost of living. I'm making 1/3 less than my former job, but my cost of living is 1/3-1/2 more.

Military

Our county needs to re-open immediately. Zero restrictions regarding Sars CoV-2. Life needs to resume as free individuals of this community/county.

Please come include a plan for increase in low income housing.

Please plan some LOW income housing so our young people can work and live in our county.

Put a high priority on developing recreational opportunities. The beautiful natural environment and historic character of the county can bring in more visitors (after the pandemic) and retirees to feed local restaurants, hotels, retail shops, and improve the economy. We need more hiking and biking trails and we should continue to promote recreational resources: wine tasting, Gold Country exploration, skiing, golf, etc. Limit industrial development to Martell and Lone, where the infrastructure can support it.

The Arts as essential to a healthy economy. Nationally, The Arts industry contributes more to the GDP than transportation, construction, and tourism. Please bring the arts to a more central place in our county government by making The Arts an essential component of this plan. The Arts make people spend money on clothing, accessories, tickets, meals, drinks, gifts, gas, hotels, hair dresses, and more! The very most successful economies have The Arts central and even have ARTS COMMISSIONS within the county government. Amador County would achieve some economic independence from tourism if we invested more in local arts, specifically Public Art. Public Art (which can be tied to the public school curriculum as well) will engage people of all ages in making Amador County beautiful. And they can BE OUTSIDE AND "SAFE" while helping create public art as a community. Furthermore, while out in the County making these Public Art projects, locals will spend money in our stores, museums, gas stations, and restaurants. Please incorporate public art and utilize Amador County Arts Council as a partner because they are primed to work in service to the Board of Supervisors to beautify Amador, keep the economy roaring, keep Amadorians happy, and keep everybody having FUN with the arts.

The county needs a real and professional planning department that recognizes the historical and agricultural attractions that Amador county has to offer. The hodgepodge strip mall type of developments are extremely unattractive and have absolutely nothing to do with the features of the county. This is why Sutter Creek is such a tourist attraction, as it has maintained it's attractive historical flavor and features. Not so in the rest of the county. Martell is an example of the ugly strip mall type of development that permeates the county.

The old K-Mart could be converted into a large entertainment center for kids (arcade, paint ball, etc.), similar to John's Incredible Pizza in Modesto. This location could be alternatively torn down and reconstructed for small retail stores, like the Folsom Outlets.

This is a particularly narrow survey for a county that includes so many retirees. How about asking us where we spend our money, what services and goods we now must leave the county to get, etc?

This survey should be more in depth.

trying to work and teach my children at he same time does not work

We are retired.

We have lived here for 23 years and love living here. Small business always seems to be struggling in the Jackson area and the Pandemic has hit them even harder. I would like to see more effort made to support the new businesses and especially the restaurants. We would also like to see the Post Office moved to the old, empty car dealership down the street because there would be more room and more parking. Seems like a perfect place for the Post Office. Thank you.

We need our businesses open! If the entire county can shop at Wal Mart then we can go anywhere. The death rate is too low to ruin so many careers, lives and dreams.

We retired from American Honda and First American Title 6.5 years ago and moved to our Fiddletown property. We LOVE Amador County! Thank you for keeping us engaged with our community. 2020 has been a tough year for everyone.

You need to figure out how to lower the cost of water. Jackson is not affordable. Plus Amador county needs to be more welcoming of others moving to the area.

Appendix C  
Site Visit Tips and  
Ideal Proposal Outline



## Tips on Conducting a Memorable Site Visit

### *Preparation – Tour – Follow-Up*

#### **Before the Visit**

- Learn as much as we can about the company, their industry, the project (utility and labor requirements especially), the company's competitors, and your competitors.
- Is it a real deal? Check out the company.
- Who is making the decision within the company? What are the criteria for making it?
- Why are they considering your community? Where else are they looking?
- Are they considering off shore/out-of-country locations?
- What is the project timing?
- Who will be coming? What are their titles and responsibilities within the company?
- Why are they looking for a community like yours?
- What are their key location factors?
- Ask them, what will it take to make this happen?

#### **Preparing for the Visit**

- Put together a list of everyone the prospect might want to meet, along with their contact information.
- Prepare briefing materials, including a PowerPoint presentation on your community – put it on a flash drive to give them and put it on your website as a site visit electronic proposal.
- Instead of using a three-ring binder, use a flexible file folder or envelope so they can add information to the file when they meet with people who may give them information that may not be hole-punched.
- Include maps of available sites and buildings of interest to them, numbered as to the order you will visit.





## Tips on Conducting a Memorable Site Visit

### *Preparation – Tour – Follow-Up*

- Include all business cards in the site visit handbook in a one page business card holder and/or give them one unfilled so they can add additional cards picked up.
- Determine who needs to be on the greeting committee and who needs to be in reserve.
- Hold a pre-visit briefing and rehearsal with as many of the players as possible.
- Map out the tour route and run it to time it — begin and end at the strong points. First and last impressions are the ones most remembered. But be prepared for the prospect to change the route, ask to see something or some neighborhoods not on your tour.
- If they are staying overnight, where are they staying? Put flowers, a fruit basket, and a welcome note from the county, city, mayor, etc.
- Arrange for visits with local companies who support your efforts and have similar businesses to the prospect.
- Learn about the prospect’s industry and what some of the trends are so that you can talk with the client in a meaningful way. Brief the locals on this information.
- What are the unique needs of the prospect’s industry? For example, are they large water or electrical users; do they have wastewater to treat; air emissions, etc.
- Find out what their critical needs are, including their timing. Determine what type of incentives will help them.
- Keep their visit out of the press unless they give you permission. Pre-mature disclosure can and has killed deals.
- Maintain their confidentiality unless they give you permission to disclose information.
- Have a clean, large vehicle ready – some communities use a motor home, large van or tour bus. Have a driver who knows the route and has rehearsed it. If possible, don’t be the driver and the narrator. The narrator needs to focus on the client’s reactions, including body language, etc.
- Have a cooler in the van for cold water, soft drinks, healthy snacks.
- Show all sides of your community, not just the “good stuff.” Emphasize small-town values and good schools; these are important for them in recruiting employees.
- Arrange a luncheon, dinner, or breakfast with community leaders in a private room.



## **Tips on Conducting a Memorable Site Visit**

### ***Preparation – Tour – Follow-Up***

- Prepare a written itinerary, including address and phone for where they will be staying.
- Build breaks into their itinerary. Give them private time for restroom, checking email, and returning calls.
- Put a news embargo in place. Tell the press that you don't want their next story to be about how you lost the deal because they leaked the story.
- Work as a team – all of us are a lot smarter than any one of us. Make sure everyone knows his or her role.
- Have a street sweeper go through town and clean up as much as possible. Drive through town with a critical eye, pretend it's the first time you are seeing your community.
- Relax and have fun! This is a great opportunity to learn.

### **The Community Visit**

- Pray for good sunny weather, but have umbrellas and foul weather gear on hand for them and you.
- Be on time, prepared, and patient. Prospect tours often run behind schedule.
- Hold an orientation meeting with a map and, if possible, aerial pictures or videos to show them what they will be seeing. Make adjustments as needed in the tour to include the places in which they show the most interest.
- If possible, for out-of-state leads, hold a teleconference call with the Governor to tell them they are wanted and needed.
- Give them a briefing book including itinerary, local contact info, map, community fact book, presentation, etc. Offer to ship it (and other materials they pick up while onsite) home for them since they may be visiting several communities. Put as much as possible on a flash drive for them to take back.
- Have a digital camera along and take pictures at their request to be emailed to them promptly after their visit. Or put photos (with location and subject matter) on the flash drive.
- Call ahead to let people know you are on your way.



## **Tips on Conducting a Memorable Site Visit**

### ***Preparation – Tour – Follow-Up***

- Pace yourself and use a tag-team approach so that you stay fresh and alert.
- Have the site/building information available in print and electronic form.
- Give them a memorable gift (not something too heavy or offer ship it home for them).
- Thank them for taking the time to visit.

### **After the Visit**

- Send a hand-written thank-you note to both the person that brought you the prospect and the company representative for taking the time to visit. Email is fine but a hand written note is rare these days and will help to make you stand out.
- Promptly follow up with any additional information they request.
- Send all requested information and any they have been given during the site visit. This way, the prospect can share the information with others in the company.
- De-brief with your team and take notes for improvements for next time.
- Be ready for the next visit – theirs or someone else's. It could happen tomorrow.



## Responding to an RFP — Elements of the Ideal Community Proposal

Corporate real estate executives and site location consultants are trained to make quick assessments of communities. The typical site selection process can start with looking at dozens of communities and often in a short amount of time. These professionals evaluate communities on the highest standards and demand the most from local economic development professionals and governments. Because of their experience with hundreds of communities, they are able to evaluate and eliminate locations very quickly often based on information included in the initial proposal—or information *not* included.

The proposal template sections or chapters presented below are typical of a site location RFP and proposal. However, every industry and every project may place a different importance on the various elements of a site search. Priorities are dependent on a company’s operations and project goals—expanding production, reaching new markets, improving logistics, reducing costs, etc.

You may not be asked to submit all the information suggested here, you may be asked to present it in different order, or information that is more location or site specific may be requested. The intent of this document is to get you started on your way to having sufficient information in sufficient detail to submit a competitive site location proposal.

Proposal Tab / Category	Purpose	Contents
<b>Cover Letter – Executive Summary of the Proposal</b>		
Include a Table of Contents		
Project Understanding	Demonstrate that you have listened and understand what client’s needs are	<ul style="list-style-type: none"> <li>• Overview of what you know about the project and the client’s prioritized decision factors.</li> </ul>
Sales Points	Demonstrate that community is a competitive location for the project.	<ul style="list-style-type: none"> <li>• Match assets and available resources to the prioritized siting factors.</li> </ul>
Action Items	Reinforce your interest in the project by demonstrating you see the community as a team member on the project	<ul style="list-style-type: none"> <li>• State what you will do to follow up or what you need from them to provide additional information</li> <li>• Identify the team members involved and include contact information</li> </ul>



## Responding to an RFP — Elements of the Ideal Community Proposal

Proposal Tab / Category	Purpose	Contents
<b>Community Orientation – community is the right place for the proposed project</b>		
Location	Eliminate possible confusion as to where the community is located	<ul style="list-style-type: none"> <li>• Describe the location of the community within the country, state and region.</li> <li>• State and Regional maps</li> <li>• Local Maps detailed to show community influence area.</li> <li>• Always include a detailed street map in packaged proposals</li> </ul>
Community Overview	Provide a “take-away” sketch of the community	<ul style="list-style-type: none"> <li>• Community description including a brief history, basic demographics, etc.</li> </ul>
Mission Statement and Organization	Demonstrate the community has a clear direction	<ul style="list-style-type: none"> <li>• Statement on the goals of the community, the types of investments being sought and why.</li> <li>• An overview of the organizations and programs (e.g. job retention, attraction) that support economic development. Answer the question, “Who are you?”</li> </ul>
Quality of Life	Demonstrate that some people like the community	<ul style="list-style-type: none"> <li>• Describe parks, recreational opportunities, shopping, culture, etc.</li> <li>• Schools infrastructure and student performance, local technical schools, colleges and universities</li> </ul>
Testimonials	Demonstrate that the community has had past successes	<ul style="list-style-type: none"> <li>• Describe past community economic development successes</li> <li>• Include testimonials from local companies</li> </ul>
<b>Workforce – is ready to meet client’s needs</b>		
Labor Market	Demonstrate that workforce will meet client’s needs Establish an accurate dimension to the labor market	<ul style="list-style-type: none"> <li>• Labor shed map</li> <li>• Tables and graphs describing the local labor market including commuting patterns (in and out) and underemployment (if present).</li> <li>• Reflect the multiplicity of labor markets including those for low-skilled and higher skilled workers</li> </ul>



## Responding to an RFP — Elements of the Ideal Community Proposal

Proposal Tab / Category	Purpose	Contents
Occupations and Wages	Demonstrate community can supply workers	<ul style="list-style-type: none"> <li>• Provide entry-level, experienced, and average wages for critical occupations.</li> <li>• Give examples of local companies employing these occupations</li> </ul>
Employment Base	Contribute to developing an understanding of the community's economic base	Directory of local employers including: <ul style="list-style-type: none"> <li>• products or services provided</li> <li>• workforce size</li> <li>• length of time company has been in the community</li> <li>• recent expansion or downsizing</li> </ul>
Training Resources	Demonstrate the community actively supports workforce development	<ul style="list-style-type: none"> <li>• Describe training programs and resources available for job retention, new and expanding industry.</li> <li>• Include physical resources (e.g. schools, incubator space) and programs (e.g. workforce development)</li> </ul>
Testimonials	Demonstrate that training is not a new concept within the community	<ul style="list-style-type: none"> <li>• Describe past community training successes</li> <li>• Include testimonials related to both attraction and retention</li> </ul>
<b>Property - community has "shovel ready" property suitable for the project</b>		
Overview	Provide clear orientation as to development opportunities within the community	<ul style="list-style-type: none"> <li>• Maps showing the location of properties in the community that are available for development (e.g. commercial, industrial).</li> <li>• Properties should show relative size and location.</li> </ul>
Property for Project	Orient client as to the characteristics of property(s) deemed most appropriate for the proposed project	Detailed information about properties deemed most suitable for the proposed project; should include: <ul style="list-style-type: none"> <li>• maps and aerial photos that show the location, size, and dimensions of the property along with master plan concepts.</li> <li>• zoning designations and development covenants</li> <li>• descriptions of surrounding land uses and the nature of other operations in the area.</li> </ul>



## Responding to an RFP — Elements of the Ideal Community Proposal

Proposal Tab / Category	Purpose	Contents
Roads	Show that property has suitable access for the proposed operation	<ul style="list-style-type: none"> <li>• Maps showing the property relative to major roadways</li> <li>• Descriptions of roads and major highways serving the property</li> </ul>
Rail Infrastructure and Service	Demonstrate that the railroad and the community have consulted regarding rail service	<ul style="list-style-type: none"> <li>• Maps showing the rail network within the community</li> <li>• Descriptions of rail infrastructure to the site including a master plan for how rail will be brought to the designated property and surrounding properties if not already present</li> <li>• Identify any at-grade rail crossings and level of improvement found at each crossing</li> <li>• Description, estimated cost and timing for on-site and off-site improvements (if required)</li> <li>• Description of rail service provider and frequency of service that will likely be available at designated site</li> </ul>
Electric Power	Demonstrate property is ready for development	<ul style="list-style-type: none"> <li>• Map showing the location of lines and line sizes.</li> <li>• Description of service providers and rate schedules proposed for the client operation.</li> <li>• Estimated utility bill based on client's proposed usage (or example based on similar operations, industry, etc)</li> <li>• Illustrate availability/feasibility of dual feed to the site.</li> </ul>
Natural Gas	Demonstrate property is ready for development	<ul style="list-style-type: none"> <li>• Map showing the location of lines and line sizes.</li> <li>• Provide description of service providers and rate schedules proposed for the client operation.</li> <li>• Provide estimated utility bill based on client's proposed usage.</li> </ul>



## Responding to an RFP — Elements of the Ideal Community Proposal

Proposal Tab / Category	Purpose	Contents
Water	Demonstrate property and community are ready for development	<ul style="list-style-type: none"> <li>• Map showing the location of lines and line sizes.</li> <li>• Describe service provider, system capacity and current system utilization.</li> <li>• Estimated utility bills for the client operation and the rate schedules used in calculating bills.</li> <li>• Estimated connection/impact fees related to service</li> <li>• Water quality reports (a summary report is sufficient with the ability to follow-up with more detailed information)</li> </ul>
Waste Water	Demonstrate property and community are ready for development	<ul style="list-style-type: none"> <li>• Map showing the location of lines and line sizes. Also show the location of lift stations that handle effluent from this site</li> <li>• Describe service provider, system capacity and current system utilization.</li> <li>• Estimated utility bills for the client operation and the rate schedules used in calculating bills. Segregate surcharges that may apply to high strength effluent.</li> <li>• Estimated connection/impact fees related to service</li> <li>• Copy of sewer ordinance.</li> </ul>
Telecommunications	Demonstrate property is ready for development	<ul style="list-style-type: none"> <li>• Description of service options, infrastructure.</li> </ul>
Development Schedule	Demonstrate the community has developed a clear process for project implementation	<ul style="list-style-type: none"> <li>• Provide an overview of the process for securing building permits including timing</li> <li>• Provide time estimates for anticipated infrastructure improvements (if required) such as road and utility extensions</li> </ul>



## Responding to an RFP — Elements of the Ideal Community Proposal

Proposal Tab / Category	Purpose	Contents
Development Resources	Leverage community resources to make properties more appealing	<ul style="list-style-type: none"> <li>Itemize resources that will support development of site including studies that have been completed to-date on the sites or in the site area (e.g. geo-technical surveys, environmental studies, traffic surveys, archeological assessments).</li> <li>Describe building practices common to the site area (e.g. pilings, spread footings)</li> </ul>
<b>Taxes and Fees</b>		
State Taxes	Establish general extent of tax liability the client can expect	<ul style="list-style-type: none"> <li>Tax rates, basis, responsible agency, and contact information</li> </ul>
Local Tax	Establish general extent of tax liability the client can expect	<ul style="list-style-type: none"> <li>Provide documents that describe local taxes including tax schedules</li> <li>An estimated tax bill based on the client's proposed investment.</li> </ul>
Development Fees	Establish general extent of liability the client can expect	<ul style="list-style-type: none"> <li>Describe rate &amp; basis for fees</li> <li>Identify one-time and annual fees</li> </ul>
<b>Development Incentives - community actively supports industry</b>		
State and Local Programs	Demonstrate working knowledge of programs	<ul style="list-style-type: none"> <li>Describe programs, criteria, benefits, estimated savings</li> <li>Testimonials</li> <li>Examples of savings</li> </ul>
Other Project Support	Demonstrate community is "pro-business" oriented	<ul style="list-style-type: none"> <li>Outline approach to fast track permitting and One-Stop assistance programs</li> </ul>

# Appendix D

## Sample Site Profile

# Building Data

**NAME OF BUILDING**  
**NAME OF CITY**  
**NAME OF LOCATION (E.G., BUSINESS PARK NAME IF APPLICABLE)**  
**STREET ADDRESS OF BUILDING**

INSERT PHOTO

**BUILDING OVERVIEW**

Total square feet	SF:
Former use	

**BUILDING CONTACT**

Owner name	
Broker (company)	
Broker name	
Broker contact	Email: Phone: Fax:

**SALE / LEASE INFO**

Sales price	Total:	Cost/SF:	<input type="checkbox"/> NFS (lease only)
Leasing cost	Total:	Cost/SF:	<input type="checkbox"/> Not for lease (sale only)
Lease term			
Comments			

FEATURES	
BUILDING ATTRIBUTES	
Total square feet	SF:
Mfg	SF:
Warehouse / distribution	SF:
Office	SF:
+Retail / commercial	SF:
Other	SF:                      Type:
Former use	
Year built	
Improvements (year, type)	
Type of construction	
Truck doors avail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Clear height	Min (ft):                      Max (ft):
Column (bay) spacing	ft:
Floor strength (reinf. concrete)	
Lighting (type)	
Sprinklers	<input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes... <input type="checkbox"/> Wet <input type="checkbox"/> Dry
Parking / number of spaces	<input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes...    No. spaces:
Special features (covered, solar panels, etc.â)	
SITE ATTRIBUTES	
Gross lot size	Acres:
Site dimensions	
Additional acreage avail.	Acres:
Zoning	
ADDITIONAL COMMENTS	

UTILITIES				
ELECTRIC				
Power at site	Voltage:	Amperage:		
Provider				
Substation	Distance:	Capacity:	Reserve:	
Dual feed electric service	Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Alternate substation	Distance:	Capacity:	Reserve:	
NATURAL GAS				
Provider				
Size / distance	Line size:	Distance to site:		
CONNECTIVITY				
Fiber optics / T-1 lines to site	<input type="checkbox"/> Yes <input type="checkbox"/> No	If No, distance from site: If Yes, describe:		
Provider(s) serving site (land line, high speed internet)				
WATER				
Provider				
Water source				
Size / distance	Main size:	Distance to site:	Line size <u>to</u> site:	Line size <u>on</u> site:
Static / residual pressure	Lbs/psi at site:			
Pressure	Flow per gal. per minute at site:			
Capacity of water system	Capacity (MGD):	Usage (MGD):		
Planned improvements				
WASTEWATER TREATMENT				
Provider				
Size / distance	Main size:	Distance to site:	Line size <u>to</u> site:	Line size <u>on</u> site:
Capacity of municipal system	Capacity (MGD):	Usage (MGD):		
Planned improvements				
SOLID WASTE				
Provider at site				

TRANSPORTATION	
<b>ROADS</b>	
Building access – entrance	Road name: _____ No. lanes: _____
Building access – delivery	Road name: _____ No. lanes: _____
Nearest highway/interstate	Highway name: _____
	Distance from building: _____ No. lanes: _____
Scheduled improvements	
<b>RAIL</b>	
Rail service to building	<input type="checkbox"/> Yes <input type="checkbox"/> No
Provider	
<b>AIR</b>	
Local airport	Distance: _____
Closest commercial metro air	Distance: _____
<b>PORT</b>	
Nearest port(s)	1. _____ Distance: _____ 2. _____ Distance: _____ 3. _____ Distance: _____
Services (link to website or list services; e.g., container, barge, etc.)	

PUBLIC SAFETY	
<b>FIRE</b>	
Provider	
Fire insurance classification	Rating at site: _____
Distance	Miles to station: _____ Miles to storage tank: _____
<b>POLICE / SECURITY</b>	
Provider at site	<input type="checkbox"/> Police/Sheriff <input type="checkbox"/> Private Security <input type="checkbox"/> Other: _____
24-hour patrol	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, describe service:	
Add'l security features (cameras, alarms, etc.)	

ADDITIONAL INFO	
COMMENTS	
Site Data Completed by:	
	Date:

*Data provided is based on recent data made available and believed to be reliable. No warranty can be made to current accuracy.*

# Site Data

**NAME OF SITE**  
**NAME OF CITY**  
**NAME OF LOCATION (E.G., BUSINESS PARK NAME IF APPLICABLE)**  
**STREET ADDRESS OF BUILDING**

SITE OVERVIEW				
Total acres	Acres:			
Former use				
SITE CONTACT				
Owner name				
Broker (company)				
Broker name				
Broker contact	Email:	Phone:	Fax:	
SALE / LEASE INFO				
Sales price	Total:	Cost/Acre:	Cost/SF:	<input type="checkbox"/> NFS (lease only)
Ground lease	Total:	Cost/Acre:	Cost/SF:	<input type="checkbox"/> Not for lease (sale only)
Comments				

FEATURES	
<b>SITE DATA</b>	
Gross lot size	Acres:
Site dimensions	Rectangular Lot:                      Length:                      Width: Non-Rectangular Lot (describe, give dimensions:
Boundaries (street name, nearest cross stress, other landmarks/descriptions)	
Additional acreage avail.	Acres:                      Explanation:
Description of adjacent lots (occupants, use, etc.)	
<b>LAND USE</b>	
Zoning	
Permitted uses	
Present use	
Past use(s)	
<b>SITE CHARACTERISTICS</b>	
Physical attributes (cleared, pad ready, forested, sloped, etc)	
Rail spur	<input type="checkbox"/> On-site & fully operational <input type="checkbox"/> Available, spur brought to site or upgraded to serve site <input type="checkbox"/> Not available
<b>ENVIRONMENTAL FACTORS</b>	
Soil analysis	<input type="checkbox"/> Not available <input type="checkbox"/> Completed, on file                      Load bearing capacity:
Seismic risk at site	Describe:
Phase I environmental analysis	<input type="checkbox"/> Not available <input type="checkbox"/> Completed, on file
Flood plain	<input type="checkbox"/> Yes <input type="checkbox"/> No                      Acreage within flood plain: <input type="checkbox"/> FEMA map, on file
Wetlands	<input type="checkbox"/> Yes <input type="checkbox"/> No                      Acreage with wetlands designation: <input type="checkbox"/> Corps of Engineers wetland analysis, on file
<b>ADDITIONAL COMMENTS</b>	

UTILITIES				
<b>ELECTRIC</b>				
Power at site	<input type="checkbox"/> Yes <input type="checkbox"/> No	If <i>No</i> , distance from site: If <i>Yes</i> ...		Voltage:                      Amperage:
Provider				
Substation	Distance:	Capacity:	Reserve:	
Dual feed electric service	Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Alternate substation	Distance:	Capacity:	Reserve:	
<b>NATURAL GAS</b>				
Provider				
Size / distance	Line size:	Distance to site:		
<b>TELECOMMUNICATIONS</b>				
Fiber optics / T-1 lines to site	<input type="checkbox"/> Yes <input type="checkbox"/> No	If <i>No</i> , distance from site: If <i>Yes</i> , describe:		
Provider(s) serving site (land line, high speed internet)				
<b>WATER</b>				
Provider				
Water source				
Size / distance	Main size:	Distance to site:	Line size <u>to</u> site:	Line size <u>on</u> site:
Static / residual pressure	Lbs/psi at site:			
Pressure at site	Flow per gal. per minute at site:			
Capacity of water system	Capacity (MGD):	Usage (MGD):		
Planned improvements				
<b>WASTEWATER TREATMENT</b>				
Provider				
Size / distance	Main size:	Distance to site:	Line size <u>to</u> site:	Line size <u>on</u> site:
Lift station needed	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Capacity of municipal system	Capacity (MGD):	Usage (MGD):		
Planned improvements				
<b>SOLID WASTE</b>				
Provider at site				

TRANSPORTATION	
ROADS	
Road serving site	Road Name: _____ No. lanes: _____
Nearest interstate	Name: _____ Distance from site: _____
Scheduled improvements	_____

PUBLIC SAFETY	
FIRE	
Provider	_____
Fire insurance classification	Rating at Site: _____
Distance	Miles to station: _____ Miles to storage tank: _____
POLICE / SECURITY	
Provider at site	<input type="checkbox"/> Police/Sheriff <input type="checkbox"/> Private Security <input type="checkbox"/> Other:
24-hour patrol	<input type="checkbox"/> Yes <input type="checkbox"/> No    If no, describe service: _____

ADDITIONAL INFO	
SITE ADVANTAGES	
_____	_____
SITE DISADVANTAGES	
(Including development requirements )	_____
INFORMATION AVAILABLE	
Available for Review	<input type="checkbox"/> Location map <input type="checkbox"/> Plot map <input type="checkbox"/> Topography map <input type="checkbox"/> Aerial photo <input type="checkbox"/> Zoning map <input type="checkbox"/> Infrastructure util. loc. <input type="checkbox"/> Transport. access map <input type="checkbox"/> Environ. analysis <input type="checkbox"/> FEMA map

Site Data Completed by: _____	Date: _____
-------------------------------	-------------

*Data provided is based on recent data made available and believed to be reliable. No warranty can be made to current accuracy.*

Appendix E  
Sample Development Fee Spreadsheet

Community:  
Date Prepared:  
Prepared by:

Development Fee Cost Estiamte

Description of Fee	Contact-Phone-Email	Formula / Basis of Assessment	Timellne	Estimated Cost	Notes
<b>Site Acquisition Costs</b>					
Land/Building				\$0.00	
Building Construction				\$0.00	
<b>Site Improvements Required</b>					
Water lines				\$0.00	
Sewer lines				\$0.00	
Electrical service				\$0.00	
Natural gas service				\$0.00	
Telecommunications				\$0.00	
Roadway extensions				\$0.00	
Curbs, Gutters				\$0.00	
Grading				\$0.00	
Wetland Mitigation				\$0.00	
Rock Removal				\$0.00	
Set Backs				\$0.00	
Lighting				\$0.00	
Landscaping				\$0.00	
Rail Line Extension				\$0.00	
<b>Site Permits</b>					
<b>Land Use</b>					
Use Permit				\$0.00	
Negative Declaration				\$0.00	
EIR				\$0.00	
Entitlement Fee				\$0.00	
Tentative Subdivision Map (Parcel Map)				\$0.00	

Description of Fee	Contact-Phone-Email	Formula / Basis of Assessment	Timeline	Estimated Cost	Notes
Environmental Initial Assessment				\$0.00	
Development Agreement				\$0.00	
Specific Plan				\$0.00	
<b>Site Entitlements</b>					
Site Plan Review Application				\$0.00	
Environmental Review				\$0.00	
Administrative Design Review				\$0.00	
Engineering On-Site Plan Check				\$0.00	
Public Works:Site Improvement Plan Check				\$0.00	
General Plan Maintenance Fee				\$0.00	
Special Planning Area Study Fee				\$0.00	
Development Impact Fee				\$0.00	
Brownfield Redevelopment Fee				\$0.00	
<b>Permits &amp; Documents Required</b>					
Air Quality Application				\$0.00	
Wetland Mitigation				\$0.00	
Authorization to Construct				\$0.00	
Building Permit Application				\$0.00	
Building Permit: Metal				\$0.00	
Building Plan Check Fee				\$0.00	
Building Education Fund				\$0.00	
Engineering:				\$0.00	
Plumbing Permit				\$0.00	
Mechanical Permit				\$0.00	
Electrical Permit				\$0.00	
Strong Motion Instrumentation Program Fee				\$0.00	
Landscaping Plan Check				\$0.00	
Site Grading & Excavating Permit				\$0.00	
Fire Inspection Fee				\$0.00	

Description of Fee	Contact-Phone-Email	Formula / Basis of Assessment	Timeline	Estimated Cost	Notes
Fire Plan Check				\$0.00	
Inspection Fee				\$0.00	
Sign Permit				\$0.00	
Occupancy Permit				\$0.00	
Other:					
Other:					
<b>Infrastructure &amp; Connection Fees</b>					
<b>Water</b>					
Water Distribution Fee				\$0.00	
Water Capacity Fee				\$0.00	
Fire Service Connection Fee				\$0.00	
<b>Sewer</b>					
Sewer Distribution Fee				\$0.00	
Sewer Capacity Fee				\$0.00	
Wastewater Discharge Permit				\$0.00	
<b>Waste Disposal</b>					
Refuse Collection				\$0.00	
<b>Storm Drainage</b>					
Stormwater Discharge Permit				\$0.00	
Storm Drainage Assessment				\$0.00	
<b>Transportation</b>					
Traffic Impact Fees				\$0.00	
Regional Transportation Fee				\$0.00	
<b>Public Facilities &amp; Impact Fees</b>					
City Office Space				\$0.00	
Fire Stations				\$0.00	
Libraries				\$0.00	
Police Facility				\$0.00	
Community Recreation				\$0.00	
Street Improvements				\$0.00	

Description of Fee	Contact-Phone-Email	Formula / Basis of Assessment	Timeline	Estimated Cost	Notes
Park Land				\$0.00	
School Fees				\$0.00	
Traffic Mitigation Fees				\$0.00	
Landscaping Fees				\$0.00	
Art in Public Places				\$0.00	
Administration				\$0.00	
Habitat/Open Space Conservation Fee				\$0.00	
<b>Estimated Total Development Fees</b>				<b>\$0.00</b>	

# Appendix F

## Resolution

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

IN THE MATTER OF:

RESOLUTION TO ACCEPT THE AMADOR COUNTY  
COMPREHENSIVE ECONOMIC DEVELOPMENT  
STRATEGY 2021-2025 AND APPROVE SUBMITTAL  
TO THE DEPARTMENT OF COMMERCE ECONOMIC  
DEVELOPMENT ADMINISTRATION

RESOLUTION NO.21-XXX

WHEREAS, the County, in collaboration with local stakeholders and community engagement, developed a Comprehensive Economic Development Strategy (CEDS) that includes all (5) five cities as well as the unincorporated areas of the County; and

WHEREAS, the CEDS provides a framework to support economic growth with a focused effort to enhance the business climate; attract, retain and expand a diverse high-value economic base to increase economic strength and resilience; and to support innovative and strategic demand-driven education and training programs to meet the technical and professional needs of businesses; and

WHEREAS, in addition to setting forth a strategy for economic growth, the CEDS meets the U.S. Department of Commerce – Economic Development Administration (EDA) requirement that a community have an economic strategy in place in order to qualify for Federal funding of projects that support economic development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby agree to accept the Amador County Comprehensive Economic Development Strategy 2021-2025.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Amador authorizes staff submit the approved Amador County Comprehensive Economic Development Strategy 2021-2025 to the Department of Commerce Economic Development Administration.

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 9<sup>th</sup> day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

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Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Appendix G

## Background Reports

# Background Documents

In preparing the Amador County CEDS, the following documents were reviewed.

- Amador County Unified School District 2019 – 2020 Accomplishments Report
- Amador County Housing Study, May 2020
- Amador County Regional Transportation Plan, March 2020
- Extreme Weather Needs Assessment for Amador and Calaveras Counties, Presentation to Amador County Transportation Commission, February 13, 2020
- Amador and Calaveras County Needs Assessment for Extreme Weather and Natural Disaster Prevention and Response Strategies (Draft), February 2020
- Amador County Behavioral Health Department Application to California Department of Veterans Affairs Mental Health Services Grant Program, February 2020
- Amador County Coordinated Public Transit-Human Services Transportation Plan, 2020-2024
- Central Mother Lode Regional Consortium Strong Workforce Program Regional Plan Update 2020
- Central Mother Lode Regional Consortium Strong Workforce Program Regional Plan Update 2019
- City of Jackson Community Wildfire Safety Program Presentation, April 2019
- City of Sutter Creek General Plan and Housing Element Annual Progress Report for 2019, February 2020
- Lone Wastewater Treatment Plant Solar Facility Project, Mitigated Declaration and Initial Study, Jan. 2019
- Amador County Economic and Demographic Profile by Rural County Representatives of California, 2018
- Amador County Agricultural Crop and Livestock Report, 2018
- Amador Countywide Pedestrian and Bicycle Plan, October 2017
- City of Jackson Sewer System Management Plan, April 2017
- Amador County Transportation Commission Triennial Performance Audit, FY 2015-15 through FY 2017-18
- High Country Community Wildfire Protection Plan, 2016
- Amador County Recreation Agency Park and Recreation Master Plan, November 2016
- City of Jackson Energy Action Plan, February 2015
- Amador County General Plan Economic Development Element, 2016
- Amador County Short Range Transit Development Plan for Years 2014 through 2019
- Amador County Long Range Transit Development Plan, February 2013
- City of Jackson Façade Improvement Program Guidelines, undated

## Board Questions Regarding Draft

MCSP Employees, Technical Report, page 30 – Are MCSP employees captured in Figure 24? If so, where?

**Per Vicki – Prison employees are captured under Public Administration.**

JVI Projects, Technical Report, page 42 – Need JVI projects.

Per Steven Fredrick, JVI GM - Within the next 5 years, (1) \$3 million project is planned. Project will expand the distribution system 9,000 feet down Jackson Valley Road and across Hwy 88 to Dave Brubeck Rd where the \$13 million project ended. Project will include service to more JVID customers as well as the lone Band of Miwuk Indian property located on JV Road. There are no other large projects planned. **ADDED TO FIGURE 31 ON PAGE 52**

PGCSD Projects, Technical Report, page 42 – Is the estimated costs for the water tank correct?

Per Lori Arnberg, PGCSD GM – There are numerous projects planned or in progress including:

- Replacement of an imploded water tank in 2021, estimated cost is \$2.5 million
- Replacement of 325 residential water meters in 2022, estimated cost is \$3.125 million.
- Replace 45 of water lines and related infrastructure, between 2022 and 2030, estimated costs is \$15 million.
- Refurbish Pine Grove Park in year 2021, estimated cost is \$177,000
- Water lines and (16) fire hydrants on Lupe Road for hazard mitigation, start date dependent on funding available, estimated costs is \$3 million.

**DETAIL ADDED TO FIGURE 31 ON PAGE 53**

AWA Projects, Technical Report, page 51 – Does AWA have additional projects?

Expecting a list of projects from AWA the week of January 11<sup>th</sup>.

- Tanner WTP PLC upgrade, filter media & clearwell replacement \$10.5 M
- CAWP Transmission main improvements and tank D replacement \$7 M
- Pipeline replacements (multiple locations) \$5.7 M
- Line and tank cathodic protection and upgrades (multiple locations) \$4.7 M
- LaMel air stripper pilot, booster station and WT upgrades \$3.5 M
- Lift station # 2 study, repairs and replacement \$2 M

- Pump control upgrade, high service boosters, pressure zones and tank upsizing \$1 M
- Pump station capacity and generators (multiple locations) \$476 K
- Lone WTP PLC upgrade and fencing \$336 K
- PRV installation (tank C) and relocation (Amador City) \$292 K
- Lift station C and D generators \$257 K
- Camanche WWTP screen and aerator \$185 K
- Security & fencing improvements \$156 K
- Tanner and Lone WTP capacity study \$150 K
- Wastewater master plan \$204 K
- Municipal wastewater treatment facilities to serve Pinegrove N/A
- Additional water storage N/A

**ADDED TO FIGURE 31 ON PAGES 51- 52**

Rail Transport, Technical Report, page 49 – Is rail available beyond the SGI facility?

Per George Dias, GM for SGI (209)274-2930:

- SGI is the end of the line - the rail line beyond SGI is in need of infrastructure upgrades to be serviceable;
- SGI owns the (2) railway spurs on their property and are planning to add a third;
- SGI is classified as a mining operation and is subject to both OSHA and MSHA regulations, which does not allow their rail connection to be utilized by others; and
- Companies that require rail service would need to invest in spurs and Union Pacific would need to address the infrastructure needs of tracks beyond the SGI location.

**DETAIL ADDED IN 2<sup>ND</sup> PARAGRAPH ON PAGE 49**



Kim Holland <kholland@amadorgov.org>

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## Comprehensive Economic Development Strategy (CEDS)

9 messages

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**James Hough** <hough.james@sbcglobal.net>  
To: kholland@amadorgov.org

Mon, Feb 1, 2021 at 3:56 PM

Thank you Kim for taking the time to discuss the draft CEDS planning document with me the other day. I found the document very interesting and quickly developed a real appreciation for the committee's effort in addressing the economic growth challenges facing Amador Co. I share many of the views submitted by resident respondents in wanting to keep the county's rural setting and small town atmosphere in place. However, it's obvious in order for the county to remain viable some growth is necessary. As stated in the draft development document manufacturing provides the best overall opportunity to grow employment. Of course that's easier said than done.

My suggestion is to initially focus on the strengths of Amador County as it stands today covid virus notwithstanding. Because of the county's rural setting and wide open spaces it lends itself to expand the tourist, recreational and agriculture industries. For example, I believe many of the county's wineries are just as nice as those found in Napa Valley and a lot easier to travel to from outside the area. Perhaps they can expand. If it hasn't been considered perhaps olive orchards would be a good companion crop to the wineries. Concerning tourist activity in and around the county's small towns consideration might be given to produce events over the good weather months that draw people who enjoy outdoor activities related to their hobby or recreational interests. In the past I've attended vintage car events in Jackson and Sutter Creek and found them very enjoyable. Every summer I observe motorcyclists riding up and down Hwy. 88. I'm not sure of their destination, but perhaps Amador County could tap into this activity as a rest stop for the riders while encouraging them to consider one of the County's towns as a future. destination spot. I'm not talking the Hell's Angels types here. Other events could include pioneer days, various food competitions and fly-ins at the airport. At some point a golf course should be considered closer to the Jackson/Sutter Creek area in an effort to attract residents from adjacent counties and towns. Though I'm not a golfer I sense a golf course closer to Jackson/Sutter Creek would be more attractive than driving 20 minutes further up the hill. Naturally while working to attract people to the area sufficient lodging (including RV parking) and restaurants must be considered. Of course expanding those accommodations will have to be carefully planned/developed so as not to outpace anticipated visitors.

While I continue to think about the challenges Amador Co. faces in growing the economy I'm drawn to the youth in the county. Do we have a good understanding of their general areas of interest for careers? Are the current educational opportunities available to support those interests? Perhaps a survey could be conducted if the information isn't immediately available. Though there continues to be an expectation in America that all students should prepare for college many students aren't interested in that path. I'm certain there are a good percentage of students who would like to pursue a vocation of some sort. Are the Amador middle school and high schools setup to provide vocational education today? I suspect they aren't. I also acknowledge the costs to setup and maintain such a curriculum is very expensive. But perhaps a partnership between the County's high schools and a near by junior college could be developed where vocational education could be pursued.

The CEDS plan does a thorough job of addressing all areas where attention is necessary to ensure sustainable economic growth in Amador County. As outlined in the plan some areas can be pursued in parallel while others require a more sequential approach. I acknowledge my suggestions/ideas do not address most of those outlined in the plan, but are submitted simply to encourage physical activity in line with the plan without having to incur large debt up front. With the economic challenges facing Amador County efforts to think outside the box should be encouraged. Hopefully all participants will remain open minded and respectful of others as they listen and contemplate all ideas and suggestions for the welfare of Amador County.

Best Regards,

James Hough

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Commission on Aging: Re-appointment Julia Mathis for terms of three years to expire on March 8, 2024, appointment of Michelle Tyer to fill the seat as alternate, replacing Nicole Tucker, and Caleb Heuser to fill the seat as primary, replacing Michelle Tyer, for terms of three years both in which are set to expire on March 8, 2024.

## **Recommendation:**

Approve re-appointment and appointments.

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

No

## **Distribution Instructions:**

Clerk of the Board

## **ATTACHMENTS**

- [Mathis, Julia Commission on Aging Application.pdf](#)
- [Michelle Tyer - Commission on Aging Application.pdf](#)
- [Caleb Heuser - Commission of Aging Application.pdf](#)

# COMMITTEE MEMBER APPLICATION FORM

Date March 5<sup>th</sup> 03

Please consider me for the following committee:

Commission on Aging

Name: JULIA MATHIS  
 Mailing Address: 5352 WESTGATE Road  
Plymouth CA 95669  
 Physical Address: (same)  
 Business Address: M/A

Telephone Numbers:

Home: 248-5421

Work: \_\_\_\_\_

FAX: \_\_\_\_\_

Please state briefly your qualifications and why you are interested in serving on this committee:

When I served on the board last year I became interested in the senior citizens center and the aging committee I am interested in making sure the senior citizens can stay independent but still have assistance and help if they need it and that they can find the suitable information that they need.

Signature Juliamathis

- For Clerks Use Only -

Application Accepted

Application Rejected

Registered Voter?  Yes  No

Date Appointed 4/1/03

Committee Number \_\_\_\_\_

Term Expires 03/31/06

Supervisorial District 5<sup>th</sup>

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

COMMITTEE MEMBER APPLICATION FORM

Date 02.22.2021

Please consider me for the following committee:

Commission On Aging

NAME: Michelle Tyer

Mailing Address: Po Box 100, Sutter Creek, CA 95685

Physical Address: 11350 American Legion Dr. Jackson 95642

Business Address: 11350 American Legion Dr. Jackson 95642

Telephone - Home: 209 304 2781 Work: 209 223 2963 ext 205

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

Currently, I am the Vice President of American Legion Ambulance. I have been employed with them since October 1997. Over the years I have held the positions of EMT, Paramedic, Field Supervisor, Training Coordinator and Amador Co Operations Manager. I have lived in Amador Co since 1983. My professional experience has allowed me the opportunity to work with many seniors and develop an understanding of their emergency health care needs. I believe this experience will make me an asset to the Commission.

Signature

Michelle Tyer

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

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisorial District \_\_\_\_\_

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

COMMITTEE MEMBER APPLICATION FORM

Date 22 FEBRUARY 2021

Please consider me for the following committee:

COMMISSION OF AGING

NAME:

CALEB HEUSER

Mailing Address:

100 TERRACE VIEW CIR. JACKSON CA 95642

Physical Address:

100 TERRACE VIEW CIR. JACKSON CA 95642

Business Address:

11350 AMERICAN LEGION DR SUTTER CREEK CA 95685

Telephone - Home:

916 770 9876

Work:

209 223 2963 x 206

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

MY NAME IS CALEB HEUSER AND I WORK AS THE OPERATIONS  
MANAGER FOR AMERICAN LEGION AMBULANCE. IVE BEEN A LICENSED  
PARAMEDIC WITH AMERICAN LEGION AMBULANCE FOR THE LAST 7 YEARS  
WORKING IN THE 911 SYSTEM. I TOOK A PROMOTION AS OPERATIONS  
MANAGER IN OCTOBER 2020. I CAN PROVIDE EMS INSIGHT AND  
ANSWER ANY AND ALL QUESTIONS THAT THIS COMMITTEE MAY  
HAVE REGARDING AMBULANCE SERVICES IN AMADOR COUNTY. I ALSO  
HAVE SOME INSIGHT IN AIR EMS AS I WORKED AS A FLIGHT  
PARAMEDIC FOR REACH/CALSTAR FOR A BRIEF TIME IN MY EMS  
CAREER.

Signature Caleb A Heuser EMT-P.

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

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed \_\_\_\_\_

Committee Number \_\_\_\_\_

Term Expires \_\_\_\_\_

Supervisorial District \_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: March 9, 2021

## **SUBJECT**

Side Letter Agreement between the County of Amador and the Amador County Deputy District Attorneys Association and

## **Recommendation:**

Adopt the Side Letter and Resolution

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

No

## **Distribution Instructions:**

Auditor and Human Resources

## **ATTACHMENTS**

- [ACDDA Side Contract Extending Contract 20-21.docx](#)
- [Memo ACDDAA Side Letter MOU.doc](#)
- [Resolution ACDDAA for Side Letter MOU.doc](#)

## Side Letter of Agreement

### I. Parties

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

### II. Background

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

### III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.
- B. Article 22, section 22.1 of the MOU is hereby amended to read as follows:

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

Effective October 1, 2018, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contributions are first permissible, the County will contribute fifty dollars (\$50) per month to the Section 457 deferred compensation account of each employee who contributes at least fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the County match will no longer apply. This subsection will expire and have no further effect at the close of business on September 30, ~~2020~~**2021**.

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

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

“Either the ACDDAA or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations no earlier than June 1, ~~2020~~**2021**, and no later than August 1, ~~2020~~**2021**.

In the event that either the ACDDAA or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence no later than August 10, ~~2020~~**2021**; provided, however, that neither the ACDDAA nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, ~~2020~~**2021**.

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

Except as otherwise provided herein, the provisions of this Memorandum of Understanding shall become effective on October 1, 2018, and shall remain in effect through September 30, ~~2020~~2021. Thereafter, the provisions of this Memorandum of Understanding shall remain in effect year by year unless either the County or the ACDDAA notifies the other no later than August 1, ~~2020~~2021 of its request to modify, amend, or terminate this Memorandum of Understanding.

IV. General Provisions

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

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on \_\_\_\_\_, 2020.

COUNTY OF AMADOR, CALIFORNIA:

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

AMADOR COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION:



By: \_\_\_\_\_  
President, Amador County Deputy District Attorneys Association



*AMADOR COUNTY*

***HUMAN RESOURCES DEPARTMENT***

• *Benefits*   • *Personnel*   • *Risk Management*  
(209) 223-6361   (209) 223-6456   (209) 223-6392

County Administration Center  
810 Court Street  
Jackson, California 95642  
Facsimile: (209) 223-6426  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

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**TO:** Board of Supervisors

**FROM:** Lisa Gaebe, Human Resources Director

**DATE:** September 2, 2020

**SUBJECT:** Agenda Item for September 8, 2020 Board Agenda  
Deputy District Attorneys Association Side Letter MOU Written Terms for 20/21

The Deputy District Attorneys Association and the County have met, conferred and agreed to extend and amend the existing Memorandum's of Understanding (MOU) by creating a side letter to extend the written terms for 20/21.

If the Board does not approve the resolution and side letter, the County and the Deputy District Attorneys Association will have to reopen negotiations.

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER	)	RESOLUTION NO. 20-
OF AGREEMENT WITH THE AMADOR	)	
COUNTY DEPUTY DISTRICT ATTORNEYS	)	
ASSOCIATION (ACDDAA) AS IT RELATES	)	
TO WRITTEN TERMS IN THEIR MEMORADUM	)	
OF UNDERSTANDING (MOU) FOR 20/21	)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Amador County Deputy District Attorneys Association (ACDDAA) as it relates to written terms in their MOU for 20/21; and

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 in a regular meeting thereof, held on the 8<sup>h</sup> day of September, 2020 by the following vote:

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

NOES: None

ABSENCE: None

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Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: March 9, 2021

## **SUBJECT**

Side Letter Agreement between the County of Amador and the Probation Officers Association

## **Recommendation:**

Adopt Resolution and Side Letter

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

No

## **Distribution Instructions:**

Auditor and Human Resources

## **ATTACHMENTS**

- [POA Side Letter Extending Contract 20-21.pdf](#)
- [Resolution POA for Side Letter MOU.doc](#)
- [Memo POA Side Letter MOU.doc](#)

## Side Letter of Agreement

### I. Parties

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

### II. Background

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

### III. MOU Amendments

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

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

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

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

*Effective January 1, 2021, the County will increase the County's monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.*

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

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

"Effective 10/1/17, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contribution are first permissible, the County will contribute fifty dollars (\$50) per month to the Section 457 deferred compensation account of each employee who contributes at last fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the ~~county~~County match will no longer apply. This subsection will expire and have no further effect at the close of business on September 30, ~~2019~~20202021."

#### IV. General Provisions

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

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on \_\_\_\_\_, 2020.

COUNTY OF AMADOR, CALIFORNIA:

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

PROBATION OFFICERS ASSOCIATION:

By:

  
President, Probation Officers Association

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER ) RESOLUTION NO. 20-  
OF AGREEMENT WITH THE AMADOR )  
COUNTY PROBATION OFFICER'S )  
ASSOCIATION (POA) AS IT RELATES TO )  
WRITTEN TERMS IN THEIR MEMORADUM )  
OF UNDERSTANDING (MOU) FOR 20/21 )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Probation Officer's Association (POA) as it relates to written terms in their MOU for 20/21; and

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 in a regular meeting thereof, held on the 8<sup>h</sup> day of September, 2020 by the following vote:

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

NOES: None

ABSENCE: None

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Chairman, Board of Supervisors

ATTEST:

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

---

Deputy



AMADOR COUNTY

**HUMAN RESOURCES DEPARTMENT**

• *Benefits*   • *Personnel*   • *Risk Management*  
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TO:            Board of Supervisors

FROM:        Lisa Gaebe, Human Resources Director

DATE:        September 2, 2020

SUBJECT:    Agenda Item for September 8, 2020 Board Agenda  
              Probation Officer's Association Side Letter MOU Written Terms for 20/21

The Probation Officer's Association and the County have met, conferred and agreed to extend and amend the existing Memorandum's of Understanding (MOU) by creating a side letter to extend the written terms for 20/21.

If the Board does not approve the resolution and side letter, the County and the Probation Officer's Association will have to reopen negotiations.

# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: March 9, 2021

## **SUBJECT**

Building Department: Agreement to Limit Use of Agricultural Structures for AG210214, AG210215 & AG210216 - LINDBERG

## **Recommendation:**

Adopt the Resolution and authorize the Chair to sign the "Agreement to Limit Uses of Agricultural Structures"

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

No

## **Distribution Instructions:**

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

## **ATTACHMENTS**

- [AG210214.15.16.Lindberg.Agree.Notarized.pdf](#)
- [AG210214.15.16.Lindberg.Plot Plan.pdf](#)
- [AG210214.15.16.Lindberg.Resolution.02.11.2021.docx](#)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 007-100-028-000
Site Address: 10531 Shenandoah Rd, Plymouth
Agricultural Building Permit Exemption #:AG210214,
AG210215 and AG210216

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of MARCH 9, 2021 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Eric Lindberg and Megan Read Lindberg, Co-Trustees of The Lindberg Revocable Trust u/a/d 2/14/2006, as the sole member, and Shenandoah Mine Ranch LLC, a California limited liability company, ("Owner").

\* AKA ERIC J. LINDBERG, JR

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:

\* AKA MEGAN LINDBERG

A parcel of land situated in the County of Amador, State of California, being a portion of Sections 1 and 2, Township 7 North, Range 10 East, and Sections 35 and 36, Township 8 North, Range 10 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at a point in the centerline of that certain County road known as Plymouth-Shenandoah County Road No. 55, said point begin also the Northeast corner of that certain parcel of land delineated and designated "AREA TO BE COMBINED WITH FISK 15.22 AC. GROSS 14.4 AC. NET" upon that certain official map entitled "RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT BETWEEN GORDON FISK AND MARY SAUSMON", recorded in the office of the Recorder of Amador County in Book 29 of Maps and Plats at Page 49, thence from said point of beginning, along the centerline of said Plymouth-Shenandoah Road, being also the East line of said 15.22 acre parcel of land, South 53° 36' 52" West 121.91 feet; thence, along the arc of a curve to the left, having a radius of 700 feet, through a central angle of 28° 49' 10", for an arc length of 352.10 feet; then South 24° 47' 42" West 515.65 feet; thence, along the arc of a curve to the left, having a radius of 4500 feet, through a central angle of 03° 18' 28", for an arc length of 259.79 feet to the Southeast corner of said 15.22 acre parcel of land; thence, leaving the centerline of said Plymouth-Shenandoah county Road, and following along a line of fence, North 79° 31' 17" West 224.19 feet to a fence angle post; thence North 80° 08' 22" West 178.93 feet to a fence corner post marking the Southwest corner of said 15.22 acre parcel of land; thence, following along a line of fence, South 01° 06' 15" West 129.48 feet to a 1/2 inch pipe tagged L.S. 3570 set at a fence angle; thence South 00° 12' 01" West 125.87 feet to a similar 1/2 inch pipe set at a fence angle; thence South 58° 00' 48" West 63.80 feet to a 24 inch Oak Tree fence angle; thence South 00° 03' 22" East 262.33 feet to a 1/2 inch pipe tagged L.S. 3570 set at a fence angle; thence South 01° 14' 20" West 587.34 feet to a similar 1/2 inch iron pipe set at a fence angle; thence South 00° 56' 28" West 529.93 feet to a five inch fence post found marking the Northwest corner of that certain parcel of land delineated and designated "2.865 Acres" upon that certain official map recorded in the office of the Recorder of Amador County in Book 12 of Maps and Plats at page 55; thence, along the West line of said 2.865 acre parcel of land, South 04° 20' 54" West 287.38 feet to the Southwest corner of said 2.865 acre parcel, said point being in the center of Big Indian Creek; thence along the centerline of said creek, North 71° 06' 34" West 168.74 feet; thence North 54° 45' 39" West 206.43 feet; thence North 37° 50' 11" West 80.34 feet; thence South 60° 54' 11" West 198.23 feet; thence North 71° 40' 35" West 170.66 feet; thence South 68° 33' 30" West 59.82 feet; thence South 10° 51' 48" West 219.72 feet; thence South 89° 24' 36" West 315.39 feet; thence South 57° 55' 51" West 203.79 feet; thence South 66° 24' 47" West 183.14 feet; thence South 28° 12' 19" West 250.64 feet thence South 55° 51' 55" West 334.69 feet; thence South 07° 52' 05" West 217.91 feet to a point at the intersection of said centerline of Big Indian Creek, with the Easterly extension of an existing East-West fence line, from which point a ten inch by ten inch

fence corner post tagged L.S. 3570 bears North 87° 29' 05" West 495.72 feet distant; thence, leaving the centerline of said Big Indian Creek, and along said fence line, North 87° 29' 05" West 495.72 feet to said 10 inch fence corner post; thence North 00° 06' 54" East 1547.22 feet to a ½ inch iron pipe set at a fence angle; thence North 00° 09' 13" West 559.20 feet to a similar ½ inch pipe set at a fence angle; thence North 00° 23' 43" West 290.01 feet to a similar ½ inch pipe set at a fence angle; thence North 00° 33' 49" West 610.03 feet to a similar iron pipe set at a fence angle; thence North 01° 29' 28" West 685.80 feet to a 16 inch Oak Tree fence angle; thence North 01° 22' 25" East 181.70 feet to a 10 inch fence corner post; thence South 89° 47' 15" East 866.50 feet to a ½ inch pipe tagged L.S. 3570 set a fence angle; thence South 89° 16' 10" East 345.03 feet to a similar ½ inch pipe tagged L.S. 3570 set at a fence angle; thence South 89° 27' 25" East 175.59 feet to a fence corner post; thence South 89° 01' 11" East 1331.74 feet to a fence angle post; thence South 76° 41' 04" East 70.47 feet to a fence corner post, being the Northwest corner of the hereinabove referred to 15.22 acre parcel of land; thence, along the North line of said 15.22 acre parcel of land, South 88° 18' 14" East 1000.97 feet to the point of beginning.

TOGETHER WITH an easement over and across an existing paved roadway from the easterly boundary of the herein described property across that certain property described in deed recorded August 16, 1967 in book 166 at page 285, Amador County records to the Plymouth-Shenandoah Road.

APN: 008-030-008-000, 007-100-028-000

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

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

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the property will be made aware of them.

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

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.
2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.
3. Additional Obligations of Owner.
  - 3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the

Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

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

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

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

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

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

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

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

COUNTY:

OWNER: SHENANDOAH MINE RANCH LLC

BY: \_\_\_\_\_  
Frank U. Axe  
Chairperson, Board of Supervisors

BY:   
★ Eric Lindberg, Co-Trustee of The Lindber  
Revocable Trust u/a/d 02/14/2006, as the sole  
member of Shenandoah Mine Ranch LLC, a  
California limited liability company  
★ AKA ERIC J. LINDBERG, JR.

BY:   
• Megan Read Lindberg, Co-Trustee of The  
Lindberg Revocable trust u/a/d 02/14/2006, as the  
sole member of Shenandoah Mine Ranch LLC, a  
California limited liability company  
• AKA MEGAN LINDBERG

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

# ACKNOWLEDGMENT

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

State of California  
County of Alameda

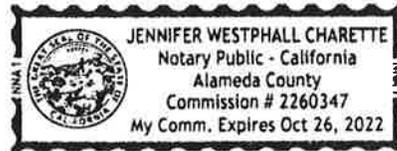
On February 16, 2021 before me, Jennifer Westphall Charette, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

# ACKNOWLEDGMENT

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

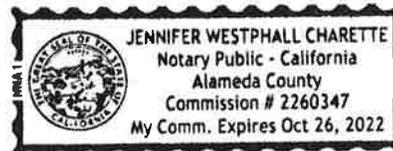
State of California  
County of Alameda

On February 16, 2021 before me, Jennifer Westphall Charette  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature JW Charette (Seal)



Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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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. 21-xxxx  
STRUCTURE – SHENANDOAH MINE RANCH LLC )  
)

WHEREAS Shenandoah Mine Ranch LLC, (“Owner”) desires to construct three agricultural structures on his/her/their Property and have applied for Agricultural Building Permit Exemptions; and

WHEREAS, Owner has applied for Agricultural Exemptions and has complied satisfactorily with all other conditions of the Application for the Permits; and

WHEREAS, an Agreement to limit uses of the agricultural structures for Permit #AG210214, #AG210215 and #AG210216 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their February 23, 2021 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structures 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 were 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 three exempt agricultural structures for Building Permit #AG210214, #AG210215 and #AG210216 by and between the County of Amador and Shenandoah Mine Ranch LLC, on the terms and conditions contained therein as it relates to Building Permit #AG210214, #AG210215 and #AG210216.

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 23<sup>rd</sup> Day of February, 2021 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Frank U. Axe  
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: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Law Library Committee: Re-appointments of Laura Einstadter, John Allen, Gail S. Smyth and Michael T. McEnroe for the term January 1, 2021 through December 31, 2021; appointment of Kori Terapak for the term of January 1, 2021 through December 31, 2021 and the resignation of Andrea Sexton as of December 31, 2020.

## **Recommendation:**

Approve re-appointments, appointment and resignation.

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

No

## **Distribution Instructions:**

Heather Gardella, Clerk of the Board

## **ATTACHMENTS**

- [Law Library Committee.pdf](#)

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: December 21, 2020

From: Heather Gardella, Administrative Assistant  
 (Department Head - please type)

Phone Ext. 257-2658

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
Meeting Date Requested: _____	

Department Head Signature \_\_\_\_\_

Agenda Title: Re-Appointment and New Appointment of Members to the Law Library Committee

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

1. Please approve the re-appointments of the following persons to the above referenced commission for the term January 1, 2021 through December 31, 2021:  
 Laura Eeinstadter; John Allen; Gail S. Smyth; Michael T. McEnroe
2. Please approve the new appointment of the following person to the above referenced commission for the term January 1, 2021 through December 31, 2021:  
 Kori Tearpak
3. Please approve the resignation of Andrea Sexton from the above referenced commission as of December 31, 2020.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

N/A

Is a 4/5ths vote required?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contract Attached: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

Resolution Attached: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

Committee Review?

N/A

Ordinance Attached: Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

Name \_\_\_\_\_

Committee Recommendation:

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_

Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Heather Korsgaard; Re-appointed Members

### FOR CLERK USE ONLY

Meeting Date _____	Time _____	Item # _____
--------------------	------------	--------------

Board Action: Approved Yes \_\_\_\_\_ No \_\_\_\_\_ Unanimous Vote: Yes \_\_\_\_\_ No \_\_\_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

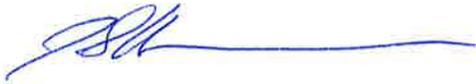
Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Kori Tearpak  
Research Attorney  
Amador Superior Court  
500 Argonaut Lane  
Jackson, CA 95642  
(209) 257-2657  
[ktearpak@amadorcourt.org](mailto:ktearpak@amadorcourt.org)

Enclosed you will also find the *Agenda Transmittal Form* seeking approval of the resignation of Andrea Sexton from the above-referenced Committee.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J.S. Hermanson', followed by a horizontal line extending to the right.

J.S. Hermanson  
Presiding Judge, Amador Superior Court

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Amador Resource Conservation District Committee: Appointment of Emily Taylor to serve the term from March 9, 2021 through November 8, 2024.

## **Recommendation:**

Approve the appointment.

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

No

## **Distribution Instructions:**

ARCD, Clerk of the Board

## **ATTACHMENTS**

- [Board of Supes Recc of EmilyT.doc](#)

# Amador Resource Conservation District

12200-B Airport Road., Jackson, CA 95642

(209)223-6564 [ARCD@Amadorrcd.org](mailto:ARCD@Amadorrcd.org)

17 February 2021

Board of Supervisors, Amador County  
810 Court St.  
Jackson, CA 95642

Honorable Supervisors,

The Board of Directors of the Amador Resource Conservation District would like to recommend that your board appoint Ms Emily Taylor of Lone, California to the position of Director on our Board which resulted from the sad passing of our friend Bob Long . Ms Taylor is an Amador County landowner and an active member of the community. We have reviewed Ms Taylor's application and interviewed her, and our consensus is that she will be a valuable addition to our board.

Ms Taylor's family operates the PT Ranch and she is a strong supporter of agriculture and natural resource management. It is our conclusion that the citizens of Amador County will be well served by Ms Taylor's service on our Board of Directors. The position that is vacant terminates in 2024.

Thank you for your assistance in this matter.

Sincerely,

Steve Q. Cannon  
President, Board of Directors ARCD

# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: March 9, 2021

## **SUBJECT**

Building Department: Agreement to limit use of Agricultural Structure for AG210259 - SOWELL

## **Recommendation:**

Adopt the Resolution and authorize the Chair 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 Chair's signature.

## **ATTACHMENTS**

- [AG210259.Sowell.Agree.Notarized.02.22.2021.pdf](#)
- [AG210259.Sowell.Plot Plan.02.22.2021.pdf](#)
- [AG210259.Sowell.Resolution.02.22.2021.docx](#)

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 005-240-008-000  
Site Address: 4949 Jackson Valley Rd Ione  
Agricultural Building Permit No.: AG210259

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of March 9, 2021 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and William C. Sowell, Sr., ("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:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ADJUSTED COMPLIANCE PARCEL 1 AREA = 114.94 AC., AS SHOWN ON RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT FOR RAYMOND C. ARNOLD AND ELIZABETH G. ARNOLD, FILED FOR RECORD JUNE 13, 2006 IN BOOK 58 OF MAPS AND PLATS AT PAGE 95, AMADOR COUNTY RECORDS.

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.

# ACKNOWLEDGMENT

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

State of California  
County of AMADOR )

On FEBRUARY 22ND, 2021 before me, JONATHAN GOUNDAR, NOTARY PUBLIC  
(insert name and title of the officer)

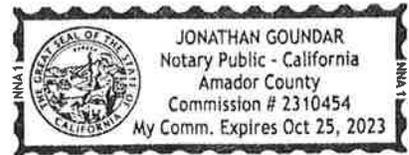
personally appeared WILLIAM C. SOWELL SR -----,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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: WILLIAM C. SOWELL, SR.

BY: \_\_\_\_\_  
Frank U. Axe  
Chairperson, Board of Supervisors

BY:   
William C. Sowell, Sr.

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]

**APPROVED**

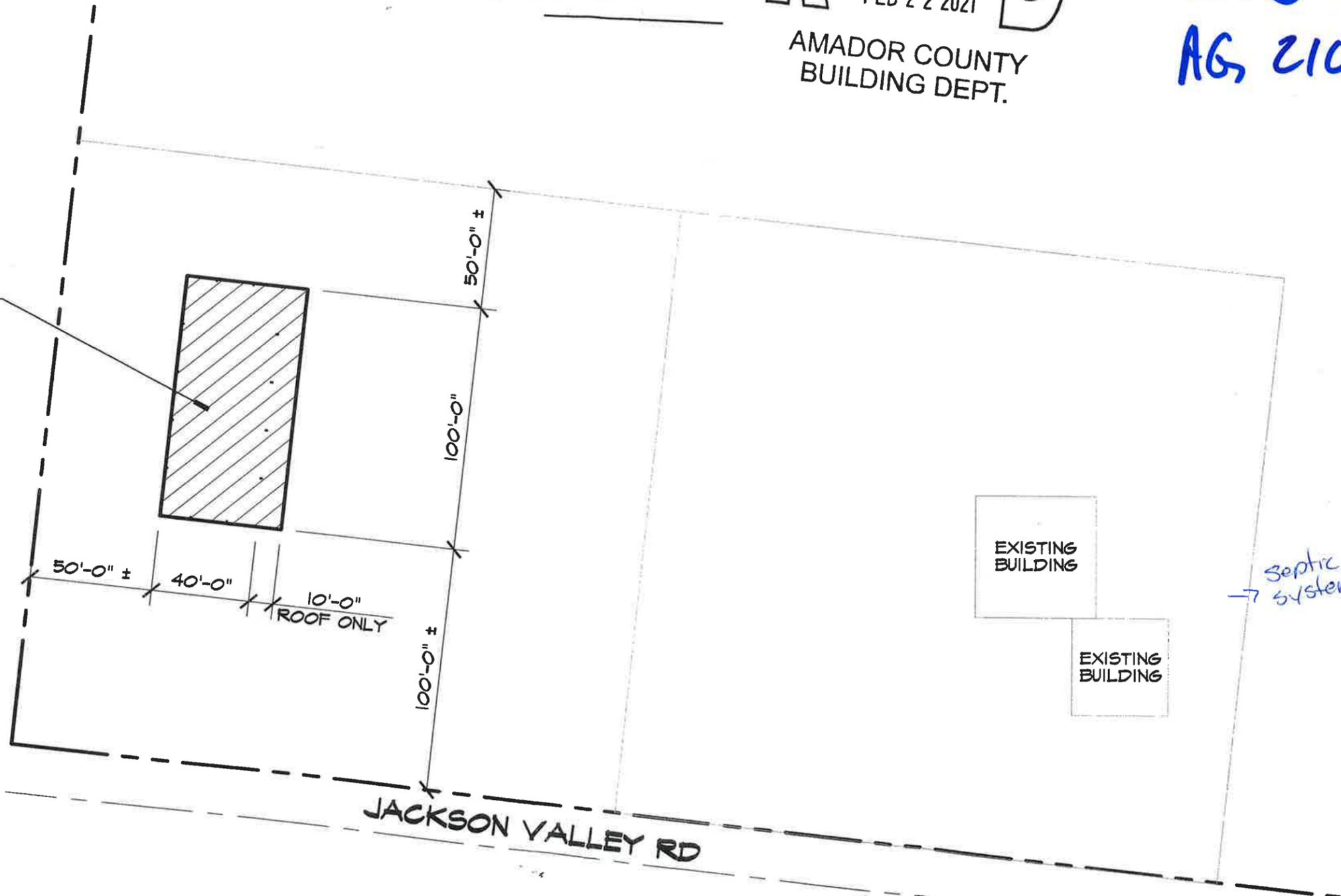
JOB COPY

**RECEIVED**  
FEB 22 2021

AMADOR COUNTY  
BUILDING DEPT.

SOWELL  
005-240-008  
AG 210259

PROPOSED  
HAY STORAGE



BUILDING PLAN IN CONFORMANCE  
WITH ZONE DISTRICT FOR PROPERTY

approved

005-240-008 2-22-21



1" = 250'-0"

# ENLARGED SITE PLAN



1" = 50'-0"

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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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. 21-xxxx  
STRUCTURE – WILLIAM C. SOWELL, SR. )  
)

WHEREAS William C. Sowell, Sr., (“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 #AG210259 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their March 9, 2021 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 #AG210259 by and between the County of Amador and William C. Sowell, Sr., on the terms and conditions contained therein as it relates to Building Permit #AG210259.

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 9<sup>th</sup> Day of March, 2021 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: Building

Meeting Date: March 9, 2021

## **SUBJECT**

Building Department: Agreement to Limit Use of Agricultural Structure for AG210218 - MCDEVITT

## **Recommendation:**

Adopt the Resolution and authorize the Chair 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 Chair's signature.

## **ATTACHMENTS**

- [AG210218.McDevitt.Agree.Notarized.pdf](#)
- [AG210218.McDevitt.APN Map.pdf](#)
- [AG210218.McDevitt.Plot Plan.pdf](#)
- [AG210218.McDevitt.Resolution.docx](#)

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 012-100-023-000  
Site Address: 4901 Buena Vista Rd, Ione  
Agricultural Permit Exemption No.:AG210218

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of *MARCH 9*, 2021 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Kyle M. McDevitt and Nicole Chagniot McDevitt, as Trustees of the McDevitt Family 2003 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 I:

ALL THAT PORTION OF SECTION 17, 20 AND 21, TOWNSHIP 5 NORTH, RANGE 10 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN AND DELINEATED ON PARCEL MAP ENTITLED "PARCEL MAP NO. 1662 FOR HIDDEN MESA UNIT 2", FILED FOR RECORD IN THE OFFICE OF THE AMADOR COUNTY RECORDER ON JUNE 28, 1978, IN BOOK 29 OF MAPS AND PLATS, AT PAGES 92 THROUGH 95 INCLUSIVE.

PARCEL II:

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES 50 FEET IN WIDTH, THE CENTERLINE OF WHICH IS SHOWN ON THE ABOVE-REFERENCED MAP.

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: THE MCDEVITT FAMILY 2003 TRUST

BY: \_\_\_\_\_  
Frank U. Axe  
Chairperson, Board of Supervisors

BY: Kyle M. McDevitt  
Kyle M. McDevitt, Trustee of the McDevitt  
Family 2003 Trust

BY: Nicole Chagniot McDevitt  
Nicole Chagniot McDevitt, Trustee of the  
McDevitt Family 2003 Trust

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of San Mateo

On 02/18/2021 before me, Jennifer E. Valdez, Notary Public,  
(Here insert name and title of the officer)

personally appeared Kyle M McDevitt and Nicole Chagniot McDevitt,

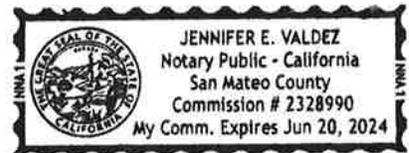
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Jennifer E. Valdez  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement to Limit Uses of Agricultural

(Title or description of attached document)

Structure

(Title or description of attached document continued)

Number of Pages 4 Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

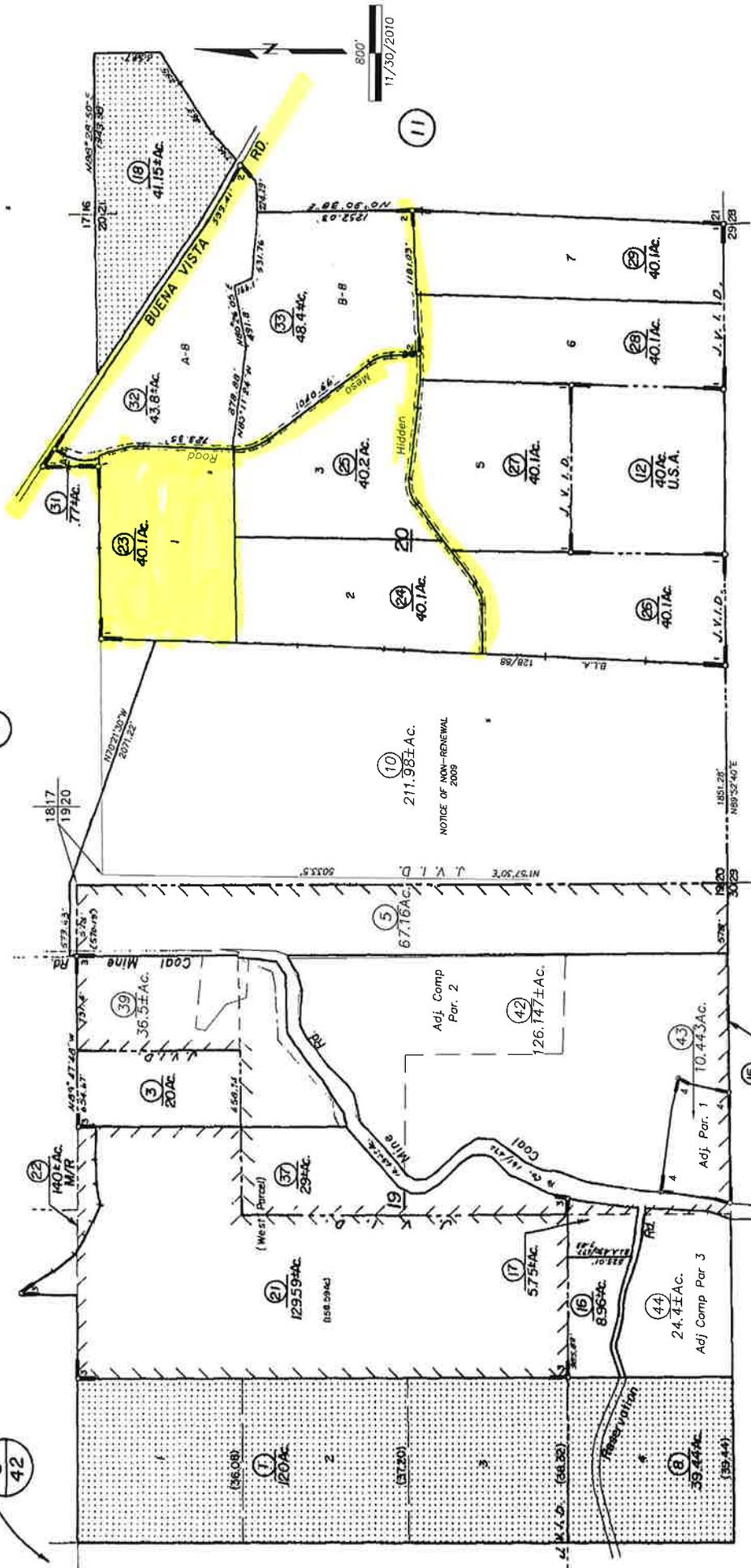
- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

3  
42

7



Map changes become effective with the 2011-2012 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 this property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

- R.M. Bk. 10, Pg. 51
- R.M. Bk. 14, Pg. 13
- R.M. Bk. 26, Pg. 22
- 1-P.M. Bk. 29, Pg. 92
- 2-P.M. Bk. 30, Pg. 73
- R.M. Bk. 31, Pg. 78
- R.M. Bk. 35, Pg. 84
- R.M. Bk. 36, Pg. 79
- 3-R.M. Bk. 39, Pg. 1
- 4-R.M. Bk. 47, Pg. 36 (3/16/93)
- R.M. Bk. 58, Pg. 19 (9/31/2005)
- Hidden Mesa Unit No. 2

13

44

Assessor's Map Bk. 12, Pg. 10  
County of Amador, Calif.

012-100-023

McDEVITTO  
012-100-023  
4901 BUENA VISTA RD  
TONE



Proposed  
5000 sq  
ft Building  
30'

**APPROVED**

OFFICE COPY

AR 210218

BUILDING PLAN IN CONFORMANCE  
WITH ZONE DISTRICT FOR PROPERTIES

*Kristen Russell*

012-100-023 8/11/2021

Hickory Lane Rd

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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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. 21-xxxx  
STRUCTURE – KYLE M. MCDEVITT & NICOLE CHAGNIOT )  
MCDEVITT, TRUSTEES OF THE MCDEVITT FAMILY )  
2003 TRUST )

WHEREAS Kyle M. McDevitt and Nicole Chagniot McDevitt, Trustees of The McDevitt Family 2003 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 #AG210218 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their March 9, 2021 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 #AG210218 by and between the County of Amador and Kyle M. McDevitt and Nicole Chagniot McDevitt, Trustees of The McDevitt Family 2003 Trust, on the terms and conditions contained therein as it relates to Building Permit #AG210218.

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 9<sup>th</sup> Day of March, 2021 by the following vote:

AYES:

NOES:

ABSENT:

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Frank U. Axe  
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: Public Health

Meeting Date: March 9, 2021

## **SUBJECT**

Public Health - Request to approve epidemiology subcontract with Public Knowledge LLC.

## **Recommendation:**

Approve agreement as presented

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

No

## **Distribution Instructions:**

Return signed agreement to Lindsey Clark in Public Health

## **ATTACHMENTS**

- [Epidemiology Contract Memo.doc](#)
- [Epi Subcontract.docx](#)
- [Public Knowledge LLC Executed Exemption 12.14.20 \(1\).pdf](#)

# Amador County Public Health Department

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



## MEMORANDUM

**To:** Board of Supervisors

**From:** Connie Vaccarezza

**Date:** March 9, 2021

**Re:** **Request Approval of Epidemiology Subcontract for ELC Enhancing Detection Grant**

Amador County Public Health has been awarded funding in the amount of \$1,693,463.00 to be utilized between May, 18, 2020 and November 17, 2022 from California's Department of Public Health Emergency Preparedness Office. These funds are intended to provide critical resources to local health departments in support of a broad range of COVID-19 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems. These funds will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance.

As a requirement of this grant Amador County Public Health would like to subcontract with Public Knowledge LLC, to provide epidemiology services to track, report, and/or analyze data to support the County Public Health Officer and the ELC Enhancing Detection grant work plan and, if needed, perform other work benefiting from the expertise of an epidemiologist or statistician that exceeds the capacity of County Public Health staff on an "as needed" basis. This contract shall not exceed \$60,000.00 which is budgeted in the approved Enhancing Detection 4008 budget.

Attached is the copy of a copy of the proposed agreement to be signed upon approval.

**Staff Recommendation: Approve agreement as presented.**

## AGREEMENT FOR SERVICES

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**THIS AGREEMENT** is made and entered into by and between the County of Amador, a political subdivision of the State of California (hereinafter referred to as "County") and Public Knowledge, LLC, a Washington Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 4720 Independence St, Wheat Ridge, CO 80033 (*Mailing: 600 Airport Road, Lakewood, NJ 08701*), and whose Agent for Service of Process is *CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833*, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to track, report, and/or analyze data to support the County Public Health Officer and the ELC Enhancing Detection grant work plan and, if needed, perform other work benefiting from the expertise of an epidemiologist or statistician that exceeds the capacity of County Public Health staff on an “as needed” basis; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with Amador County Ordinance Code, Chapter 3.13.030, Amador County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to track, report, and/or analyze data to support the County Public Health Officer, COVID-19 response, and the ELC Enhancing Detection grant work plan and, if needed, to perform other work benefiting from the expertise of an epidemiologist or statistician that exceeds the capacity of County Public Health staff on an “as needed” basis if mutually agreed upon by County and Contractor. Services may include but not be limited to:

- 1) Enhanced Skilled Nursing Facility surveillance (establish a system, collect and analyze data, develop and implement the system for regular reporting).
- 2) Enhanced school influenza-like illness surveillance.
- 3) Analyze data management:
  - (a) Review the existing public health monitoring line list, CalREDIE, and internal master list.
  - (b) Explore opportunities for cleaner, timelier data collection.
  - (c) Produce public-facing deliverables, such as infographics, charts, graphs, etc.
  - (d) Other variables of interest to monitor.
  - (e) Assist case investigators or other Communicable Disease staff members to help assist with the input of accurate/timely information

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire October 31, 2022.

## ARTICLE III

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

A. **Rates:** For the purposes of this Agreement, the billing rate shall be in accordance with the following:

Lead Data Analyst:	\$170/hour
Data Analyst:	\$140/hour

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit A, attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p style="text-align: center;"><a href="mailto:lclark@amadorgov.org">lclark@amadorgov.org</a></p> <p style="text-align: center;">Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p style="text-align: center;">County of Amador ATTN: Lindsey Clark Amador Public Health 10877 Conductor Blvd. Sutter Creek, CA 95685</p>

or to such other location as County directs.

C. **Maximum Obligation:** The maximum obligation for services provided under this Agreement shall not exceed \$60,000.

In the event that Contractor fails to deliver the services required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XII, “Default, Termination, and Cancellation.”** In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

#### ARTICLE IV

##### **Federal Funding Notification:**

A. DUNS Number, and System for Award Management: As a government agency responsible for the administration of Federal funding, County has an obligation under Title 12, Subtitle A, Chapter 1 Part 180 of the Code of Federal Regulations to ensure those contractors receiving federal funds are not debarred or suspended. Therefore, Contractor is required to obtain and maintain an active DUNS number, as well as an active registration in the System Award Management (SAM.gov). Noncompliance with these two requirements shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled, “Default, Termination, and Cancellation” or “Fiscal Considerations.”

1. Business entities may register for a DUNS number at <https://www.dnb.com/duns-number/get-a-duns.html>
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/SAM/pages/public/index.jsf>
3. If County cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Subrecipient Information			
Contractor:	Public Knowledge, LLC	DUNS #: 111776852	
Award Term:	Execution – 10/31/2022	EIN #:	
Total Federal Funds Obligated: \$			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
		11/17/2022	ELC Enhancing Detection Funding
Project Description:			
Awarding Agency:			
Pass-through Entity	County of Amador		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Award is for Research and development.	

**ARTICLE V**

**Taxes:** Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE VI**

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

**ARTICLE VII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE VIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

## **ARTICLE IX**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE X**

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

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

### **Default, Termination, and Cancellation:**

- A) **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B) **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C) **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D) **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**ARTICLE XIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

County of Amador  
ATTN: Dr. Rita Kerr, Amador County Health Officer  
10877 Conductor Blvd, Suite 400  
Sutter Creek, CA 95685

or to such other location as the County directs.

with a copy to

County of Amador  
ATTN: Greg Gillott, County Council  
810 Court Street  
Jackson, CA 95642

Notices to Contractor shall be  
addressed as follows: PUBLIC  
KNOWLEDGE, LLC  
600 Airport Road  
Lakewood, NJ 08701  
ATTN: Chief Operating Officer

or to such other location as the Contractor directs.

**ARTICLE XIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or

damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the **negligent or willful** acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XVI**

### **Litigation:**

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## **ARTICLE XVII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of Amador Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A) Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D) In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E) Contractor shall furnish a certificate of insurance satisfactory to the County of Amador Risk Manager as evidence that the insurance required above is being maintained.
- F) The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G) Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance

coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H) The certificate of insurance must include the following provisions stating that:
- 1) The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2) The County of Amador, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I) The Contractor's insurance coverage shall be primary insurance 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 in excess of the Contractor's insurance and shall not contribute with it.
- J) Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L) The insurance companies shall have no recourse against the County of Amador, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O) Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## **ARTICLE XVIII**

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

## **ARTICLE XIX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

## **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXI**

### **Nondiscrimination:**

- A) County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the

California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B) Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C) Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXV**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Amador County without possessing a County business license unless exempt under County Code Section 5.08.070.

## **ARTICLE XXV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Rita Kerr, M.D., Public Health Officer, or successor.

## **ARTICLE XXVII**

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

## **ARTICLE XXIII**

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

## **ARTICLE XXIX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Amador County, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

## **ARTICLE XXXI**

### **Additional Terms and Conditions:**

**A. Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.

**B. HIPAA Compliance:** As a condition of Contractor performing services for the County of Amador, Contractor agrees to fully comply with all terms and conditions of County’s

Business Associate Agreement, attached hereto as Exhibit B (incorporated herein and made by reference a part hereof).

- C. Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

**1. Permitted Uses and Disclosures of PII by Contractor.**

- a. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- b. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - 1) Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - 2) Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

**2. Responsibilities of Contractor.**

- a. Contractor agrees to safeguards:
  - 1) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
    - a) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
    - b) Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent

with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

- 2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
  - a) Network based firewall or personal firewall; and
  - b) Continuously updated anti-virus software; and
  - c) Patch-management process including installation of all operating system/software vendor security patches.
- 3) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
- 4) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- 5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

**D. Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

**E. Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of Amador, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- F. Debarment and Suspension Certification:** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
  2. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above Paragraph B.
  4. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
  5. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the state.
  6. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 CFR Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the federal and state governments, County may immediately terminate this Agreement for cause or default.

- G. Assurance of Compliance:** Assurance of compliance with the County of Amador Health and Human Services Agency nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor shall comply with Exhibit C, "Vendor Assurance of Compliance with the County of Amador Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

- H. Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the Executive Management prior to" the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.
- I. Annual Audit:** Pursuant to the Office of Management and Budget Uniform Grants Guidance, any entity that receives federal funds, as stated in the Uniform Grants Guidance, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. If requested by County, Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the address listed in Agreement's Article titled "Notice to Parties."
- J. Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 “Disclosure of Lobbying Activities” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- K. Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- L. Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- M. Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A “drug free workplace” means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.
- N. Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by

Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

- O. Release of Information:** Contractor shall ensure that the County of Amador is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- P. Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.
- Q. Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

**ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

CUSTOMER:

COMPANY:

BY: \_\_\_\_\_  
Patrick Crew  
Board of Supervisors

BY: \_\_\_\_\_  
Kristin Sparks  
Chief Operating Officer  
Public Knowledge, LLC

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Greg Gillott  
County Counsel

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

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## **Exhibit “A”**

### **HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

#### **RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
  - (3) disclose PHI as necessary for BA's operations only if:
    - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
      - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
      - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
  - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
  - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
  - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (i) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
    - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
  - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively “County”) from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA’s performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA’s indemnification of County as set forth herein. BA’s obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA’s expense, for the defense or settlement thereof. BA’s obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA’s obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

**EXHIBIT B**  
**“VENDOR ASSURANCE OF COMPLIANCE WITH  
THE COUNTY OF AMADOR HEALTH AND HUMAN SERVICES  
AGENCY NONDISCRIMINATION IN STATE  
AND FEDERALLY ASSISTED PROGRAMS”**

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NAME OF VENDOR/RECIPIENT: Public Knowledge, LLC

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

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Date

---

Signature

---

Address of vendor/recipient



# GENERAL SERVICES ADMINISTRATION

## DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

### EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

**Purpose:** You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

**Requesting Department:** Amador MHOAC      **Date of Request:** 12/07/2020

**Contact Name:** Diana Evensen/Holly Sandman      **Phone:** x621

**Estimated Total Cost:** \$ \$60,000      **Proposed Vendor:** Public Knowledge LLC

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

\_\_\_\_\_ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

\_\_\_\_\_ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

**XX** Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.

- Expert or specialized professional services     Legal printing  
 Legal services     Emergency     Existing public contract  
 Insurance     Existing contract     Other, define below

California Department of Public Health (CDPH) is requiring each local health jurisdiction (LHJ) to fill an epidemiology position to support LHJ pandemic response. As the local surge in COVID-19 cases is sharply increasing the need for epidemiology support is paramount. Public Knowledge LLC will be utilized by El Dorado and Alpine counties as well to increase regional partnership in the COVID-19 response.

#### INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.

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- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation for each category checked in item 1 above. Attach additional sheets if necessary: Public Knowledge LLC will be utilized by El Dorado and Alpine counties as well to increase regional partnership in the COVID-19 response. Public Knowledge LLC has access to confidential state databases utilized in California COVID-19 tracking and response.

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

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

Diana Evensen Holly Sandman Dr. Rita Kerr Dr. Bob Hartmann

CERTIFICATION:

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

This form was completed by:

DEPARTMENT APPROVAL: Rita Kerr, MD MHOAC 12/14/2020  
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 12/14/2020  
Procurement Officer / Date

DOCTOR KERR ALSO CONFIRMED THIS WAS THE ONLY QUALIFIED SOURCE AVAILABLE - DISCUSSED ON 12/14/2020 AT 5:43 p.m.

Rev 1.11.19

# Board of Supervisors Agenda Item Report

Submitting Department: Agriculture Department

Meeting Date: March 9, 2021

## **SUBJECT**

Approval of MOU for reimbursement from UC IPM for providing trapping for an invasive pest of trees.

## **Recommendation:**

Authorization for the Board chair to sign attached agreement with UC IPM for work performed to surety for the Invasive Shot Hole Borer.

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

No

## **Distribution Instructions:**

Ag

## **ATTACHMENTS**

- [signed MOU memo.pdf](#)
- [ANR REIMBURSEMENT AGREEMENT 2.17.2021 AMADOR.docx](#)



**OFFICE OF  
DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES**

**LOCATION:** 12200-B Airport Road, Martell, CA ♦ **PHONE:** (209) 223-6487 ♦ **FAX:** (209) 223-3312  
**MAIL:** 12200-B Airport Road ♦ Jackson, CA 95642-9527 ♦ **EMAIL:** agriculture@amadorgov.org

**MEMORANDUM**

**TO:** Board of Supervisors

**CC:** Chuck Iley, CAO

**FROM:** Eric Mayberry, Agricultural Commissioner *emj*

**DATE:** March 1, 2021

**SUBJECT:** MOU with University of California Integrated Pest Management (UC IPM) for providing trapping and data for Invasive Shot Hole Borer an invasive pest of trees.

**Background:** The attached Agreement will provide for up to \$10,763 from UC IPM for work performed to survey for the Invasive Shot Hole Borer (ISHB).

**Subject or Key Issue:** Contract for services

**Alternatives:** Agriculture could do the work without reimbursement or decline to participate.

**Fiscal or Staffing Impacts:** If signed, this agreement provide for reimbursement for staff time spent on the program.

**Recommendation(s):** It is recommended that the Board of Supervisors authorize the Board Chair to sign the attached Agreement.

**Attachments:**

- Agreement between UC IPM and Amador County

**UNIVERSITY REIMBURSEMENT AGREEMENT  
(AMADOR COUNTY)**

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the Department of Agriculture and Natural Resources (University) and its Statewide Integrated Pest Management Program (UC IPM) and AMADOR COUNTY (Contractor), and its County Agricultural Commissioner (CAC).

The parties agree as follows:

1. Services.
  - A. UC IPM shall provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures, and Assist with and review the county's ISHB trapping program.
  - B. CAC shall Hire and train personnel as needed, provide and maintain trapping vehicles, ensure that supervisors and trapping personnel attend training provided, ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), as further described in Exhibit A.

The detailed description of the work to be performed is set forth in "Scope of Work", attached hereto and made a part hereof as "Exhibit A".

2. Term. The term of this agreement shall be from the date of last signature below continuing through 3/31/22.
3. Reimbursement by University. In consideration of the services described in Exhibit A and upon invoice from CAC, University shall reimburse Contractor as described in Exhibit A. The total shall not exceed \$10,763.
4. Independent Contractor Status. The Contractor who provides the services described in Section 1 to University is not an agent or Contractor of University and will not be covered by University's workers' compensation insurance or unemployment insurance nor shall Contractor be entitled to any other University benefit. Contractor shall remain an Contractor of CAC.
5. Termination. This agreement may be terminated by either party upon thirty (30) working days' written notice to the other party. If this agreement is terminated at any time during its term, CAC shall be reimbursed for all completed services rendered up to and including its last day of service. Any cost associated with non-cancellable obligations will be split between parties. University reserves the right to determine what shall be deemed completed services.
6. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by written agreement of the parties.

7. Indemnification. The parties shall defend, indemnify, and hold each other harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or Contractors.

8. Insurance. CAC warrants that it shall maintain during the term hereof policies of insurance containing the coverages and minimum limits described in the following subsections or program of self-insurance to satisfy requirements. Such coverages shall provide for thirty(30) days advance written notice to University of any policy modification, change, or cancellation. The coverages described in subsections 8.1. and 8.2. must name "The Regents of the University of California" as an additional insured and shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. Contractor shall provide University with a certificate of insurance evidencing the insurance requirements.

8.1. General Liability: Comprehensive or commercial form general liability insurance. If this insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

a. Each occurrence	\$1,000,000.00
b. Products/completed operations aggregate	\$2,000,000.00
c. Personal and advertising injury	\$1,000,000.00
d. General Aggregate	\$2,000,000.00

8.2. Business Automobile Liability: Business automobile insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.

8.3. Workers' Compensation: Workers' compensation insurance as required by California law.

9. Notification. Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, addressed as set forth in this section. Either party may change its address by written notice to the other during the term.

UNIVERSITY	COUNTY
Paul Zhukotansky	Enter Contact Name
Business & Revenue Contracts	Enter Department
University of California	Enter Address
260 Cousteau Pl. Ste. 150	Enter Address
Davis, CA 95618	Enter Address
E-mail: <a href="mailto:pzhuk@ucdavis.edu">pzhuk@ucdavis.edu</a>	E-mail: enter e-mail address

UC IPM  
Jeri Hansen  
UC ANR Pest Management Program  
1 Shields Ave  
Davis, CA 95616  
E-mail: [jghansen@ucanr.edu](mailto:jghansen@ucanr.edu)

10. Applicable Law. This agreement shall be construed pursuant to California law.
11. Use of Names. Either party shall not use the name of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party.
12. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the Contractor, agent, representative, or sponsor of the other in their relationship under this agreement.
13. Force Majeure. Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics (including but not limited to COVID-19), quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather.
14. Federal Exclusion Warranty. CAC warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.gov>). This agreement shall be subject to immediate termination in the event that CAC is excluded from participation in any federal healthcare or procurement program.
15. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

AMADOR COUNTY  
[or tap here to enter text.](#)

THE REGENTS OF THE [Click](#)  
 UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
 (authorized signature)

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

Procurement and Contracting Services  
 UC Davis

Print name: \_\_\_\_\_

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

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

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

**Exhibit A**  
**SCOPE OF WORK**

**SPECIFICATIONS FOR STATE-COUNTY  
INVASIVE SHOT-HOLE BORERS PROGRAM GRANT**

**Fiscal Years 2020 - 2022**

**Effective Dates: TBD to March 31, 2022**

**AGENCY RESPONSIBILITY**

**The University of California Statewide Integrated Pest Management Program (UC IPM) shall:**

- A. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- B. Assist with and review the county's ISHB trapping program.

**The County Agricultural Commissioner (CAC) shall:**

- A. Ensure that supervisors and trapping personnel attend training provided.
- B. Ensure that all trapping activities conform to the Early Detection and Rapid Response Guidelines (EDRRG), **Attachment 1**.
  1. Ensure that a copy of the current version of the EDRRG is kept in each trapper's vehicle for reference.
  2. Should there be a discrepancy between the Scope of Work or the enclosed EDRRG, the Scope of Work shall supersede the EDRRG.
- C. Place and service as many Elm Beetle Sticky Traps or Lindgren funnel traps as feasible at identified High Risk Sites spread at approximately one-mile intervals throughout the County.
  1. Trapping will be conducted by CAC office in high risk areas (large tree nurseries, firewood storage facilities, campgrounds, green waste processing sites, riparian areas, or other areas they deem necessary) from March to October or when temperatures reach 68°F:
    - Elm leaf beetle panel white sticky panel traps or Lindgren funnel traps should have a Quercivorol lure attached to them. Lindgren funnel trap serviced every two weeks, white sticky traps serviced once a month.
    - Quercivorol lure lasts four weeks.
    - Do NOT hang traps in or under tree canopies, in areas exposed to high winds or where traps may get wet.
    - Suspect beetles will be screened and selected by county personnel and submitted to the California Department of Food and Agriculture (CDFA), Plant Pest Diagnostics Laboratory to identify the beetle morphologically to *Euwallacea sp.* (ISHB).

- D. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid (reference <http://mapscdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and Geographic Information System (GIS) layers, and contacts for assistance).
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A - UW) and rows are Numeric (001 - 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra- subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number "1" OF trap within that quint.
  2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. White Elm Beetle sticky panel trap - full trap number, placement date, and trapper's initials on backside when placing; note servicing dates on outside non-sticky margins.
- E. Maintain or add trapping data to Daily Trapping Summary (DTS) (Form 60-210) for each trapper, **Attachment 2**. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. All DTS forms must be kept on file, for the CDFA/UC IPM Audits Office, for three years.
- F. Complete a monthly ISHB Report, documenting all traps deployed, added, removed, and serviced during the month, **Attachment 3**. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.
- G. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- H. Provide trapping data to ISHB trapping and survey coordinator using the Survey 123 form provided by UC IPM or a form containing the same fields. Submit data to ISHB survey and trapping coordinator, Hannah Vasilis at [hvasilis@ucanr.edu](mailto:hvasilis@ucanr.edu)
- K. Allow UC IPM or CDFA personnel to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- L. Submit invoices, **Attachment 4**, along with the Report Number monthly by postal mail or e-mail to:

Ashley Carr  
UC IPM  
2801 Second Street  
Davis CA 95618  
[ashcarr@ucanr.edu](mailto:ashcarr@ucanr.edu)

1. Submit monthly invoices and corresponding ISHB Report no later than 30 days past the end of the month in which the invoiced activity occurred to both UC IPM and to the ISHB Survey and Trapping Coordinator. Reimbursement will not occur unless the ISHB Report is submitted with the invoice.
2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. The invoice must contain the following:
  - a. County name
  - b. Remit to address
  - c. Date of submittal
  - d. Invoice number
  - e. Agreement name
  - f. Agreement number
  - g. Billing period
  - h. Allowable itemized charges as listed on the Financial Plan: Trapping data (attachment 2), number of traps, trap locations,
4. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement.
5. Please do not use dark highlights. Dark highlights may make the numbers illegible and the invoice unacceptable to the UC Davis Procurement Services.
6. Payment will be made monthly, in arrears, upon receipt of the ISHB Report and approval of the invoice.
7. Please note that UC IPM cannot reimburse for more than the total agreement amount. However, the County should continue to send monthly invoices even if the fiscal year agreement funds are depleted.

## Early Detection and Rapid Response Guidelines

**Table VII.** Trapping protocols by location type.

<b>Priority Survey Area</b>	<b>Trapping Protocol</b>
Counties on Leading Edge of Infestation	The trapper will deploy individual white sticky traps and querciverol lures at approximately one-mile intervals along the infestation frontier within each county, targeting high-risk sites. Traps will be serviced March - October at greenwaste and firewood sites as beetles are expected to leave cut wood during favorable weather conditions. For the remaining sites, the surveyor will check traps either March - October or within one selected month twice per year (February - April and September - October). For the latter, trapping cycles will be adjusted to coincide with optimum temperatures for beetle flight patterns in the area. To save materials, the trapper will check traps at week two and check and replace traps and lures when they expire at week four. The trapper will conduct surveys either on biweekly or monthly intervals.

### Trapping in Riparian Corridors and Natural Areas

#### **Option 1: Three 0.1-acre plots per acre of continuous riparian host area.**

1. Deploy one trap per plot (trap can be placed at an optimal place within the plot-it does not have to be located at plot center).
2. If trap yields a positive ISHB find proceed with a visual survey:
  - a. Locate and record plot center and divide plot into quadrants
  - b. Identify box elder in quadrants and perform a visual survey on stems >5" DBH (diameter at breast height) as well as castor bean plants older than two years, recognizable by woody bark.
  - c. If box elder is not present in the plot, perform a visual survey of all stems >5" DBH of 15 most susceptible host species.

STATE OF CALIFORNIA

**DAILY TRAPPING SUMMARY**

COUNTY \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: - - - - -

ROUTE/BOOK  
-----  
-

TRAP TYPE	DAILY SERVICING			TRAPS IN SERVICE			
	SERVICED	RELOCATED	TOTAL	PDT	PLACED (+)	REMOVED (-)	TOTAL IN SERVICE
ISHB							
<b>TOTAL</b>							

COMMENTS: -----

SERVICED..... mAPS SERVICED BUT NOT RELOCATED.  
 RELOCATED..... TRAPS SERVICED AND RELOCATED  
 PDT..... PREVIOUS DAY'S TOTAL OF ALL TRAPS, OF THAT TYPE, THAT ARE IN SERVICE IN YOUR ROUTE.  
 PLACED(+)..... ANY TRAP THAT WILL ADD TO THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE. THIS INCLUDES NEW PLACEMENTS AND TRAPS GIVEN TO YOU FROM ANOTHER TRAPPER. REMOVED (-)..... ANY TRAP THAT WILL SUBTRACT FROM THE TOTAL NUMBER OF TRAPS, OF THAT TYPE, IN YOUR ROUTE. THIS INCLUDES REMOVALS, LOST OR MISSING TRAPS NOT REPLACED AND TRAPS GIVEN FROM YOU TO ANOTHER TRAPPER.  
 TOTAL IN SERVICE..... ADD TO OR SUBTRACT FROM PDT; THIS INDICATES THE TOTAL NUMBER OF TRAPS IN YOUR ROUTE AT THE END OF THE INDICATED DATE.

Invasive Shot Hole Borer Program

Report Number One

<b>COUNTY</b>	<b>MONTH</b>	<b>YEAR</b>
County Name		

VISUAL INSPECTION	UNITS INSPECTED THIS MONTH		
	ACRES NET/GROSS	PROPERTIES	LINEAR MILES
COMMERCIAL CROPS			
PUBLIC CONTACT			

MONTHLY TRAPPING ACTIVITY

	Total number of trap service Units	Traps added or removed (+/-)	Total in operation at end of month		Total number of trap servicing	Traps added or removed(+/-)	Total in operation at end of month
ISHB							

COMMENT:

Invoice  
 County Name  
 FED ID #

Invoice Dates	Description (Trapping Data (attachment 2), number of traps, trap locations)	Item Amount	Total Amount

Please Make Check Payable to:

Remit to:

\*\* Overhead percent is editable, may fluctuate per county and must not exceed 25%

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: March 9, 2021

## **SUBJECT**

Sheriff's Office Association Agreement

## **Recommendation:**

Please adopt the resolution for the Sheriff's Office Association Agreement and authorize the Chairman to sign.

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

No

## **Distribution Instructions:**

Human Resources, Auditor, Budget Director, Christopher Holsten, Sheriff's Office, Gary Redman, Undersheriff and Mark Bonini, Chief Probation Officer

## **ATTACHMENTS**

- [Res - SOA.doc](#)
- [Amador\\_SOA\\_MOU\\_2020-2021\\_Draft\\_v1\\_All Accepted.docx](#)
- [Memo SOA MOU.doc](#)

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

IN THE MATTER OF:

RESOLUTION APPROVING EMPLOYEE )  
AGREEMENT WITH THE AMADOR COUNTY ) RESOLUTION NO. 21-XXX  
SHERIFF'S OFFICE ASSOCIATION FOR )  
OCTOBER 1, 2020 – SEPTEMBER 30, 2021 )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby approve the employee bargaining agreement by, between the County of Amador and the Sheriff's Office Association on the terms and conditions contained therein, and shall remain in effect through September 30, 2021.

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 in a regular meeting thereof, held on the 9<sup>th</sup> day of March 2021, by the following vote:

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

NOES: None

ABSENCE: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

\*\*\*\*\*

SECTION 1

AGREEMENT

1.1. This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the “County”, and the Amador County Sheriff’s Office Association, or its successors, hereinafter referred to as the “Association”.

1.2. The following appendices, attached hereto, are incorporated herein by reference as a part of this Agreement:

- Appendix A: Definitions
- Appendix B: Classification and Wages

1.3. This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code §§3500-3510.

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, 2020, through September 30, 2021, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2021, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the Association in accordance with the provisions of this Agreement, and of the California Government Code §§3500-3510, or its successors.

1.5. All rights, privileges, powers, and authority stipulated by the state, and/or federal law shall be adhered to by the County and the Association until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

\*\*\*\*\*

SECTION 2

EFFECT OF AGREEMENT

2.1. The provisions of this Agreement shall prevail over County policies, practices, procedures, and resolutions to the extent inconsistent herewith and over state law, to the extent permitted by state law.

2.2. Except as provided in Sections 5 and 6 below, the County shall have the right to adopt, eliminate, or revise County policies, practices, procedures, or resolutions, but will not make any such adoptions, eliminations, or revisions that are inconsistent with the specific terms of this Agreement, unless necessary to conform to Federal or State law.

\*\*\*\*\*

SECTION 3

WAIVER OR BREACH OF AGREEMENT

3.1. Waiver or breach of any provision of this Agreement shall not constitute any future waiver or breach of this Agreement.

\*\*\*\*\*

SECTION 4

EMBODIMENT

4.1. This Agreement sets forth the full and complete Agreement between the County and the Association on all subjects contained herein and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon.

4.2. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the County and the Association, except those embodied herein.

\*\*\*\*\*

SECTION 5

SEVERABILITY

5.1. If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by a governmental authority, other than the County, which shall render invalid or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

5.2. In the event of such severance of a provision of this Agreement, the County and the Association shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

5.3. The amendment or deletion by a governmental authority, other than the County, of any provision of the Peace Officers Bill of Rights (P.O.B.R.) shall invoke the above provisions of this section.

\*\*\*\*\*

SECTION 6

WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Sections 5, and 27 of this Agreement, the County and the Association, or its successors, expressly waive and relinquish the right, during the term of this Agreement, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code Section 3504, or its successors, whether or not any such subject is covered by this Agreement, and whether or not any such subject was negotiated, or was within the contemplation, or knowledge of, either the County, or the Association, during negotiations leading to this Agreement; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this employee representation unit, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of the Agreement if the County and the Association mutually agree to negotiate any provision hereof.

\*\*\*\*\*

SECTION 7

NONDISCRIMINATION

7.1. The provisions of this Agreement shall be applied, subject to state and/or federal law, without discrimination because of mental, physical or sensory handicap, age, sex, marital status, race, color, sexual orientation, national origin, creed, religion, political affiliation, or non-membership in any employee organization.

7.2. The County and the Association shall share jointly the responsibility for the application of this Section.

7.3. The above provisions of this Section notwithstanding, the County does not waive, and expressly retains, any and all legal and equitable remedies which the County may have against the Association, its officers, agents or members, or which the County may have against any employee who is represented by the Association.

\*\*\*\*\*

SECTION 8

COUNTY RIGHTS

8.1. Except to the extent expressly abridged by a provision of this Agreement, the County retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law. Such rights, privileges, powers, and authority shall include, but shall in no way be limited to, the following:

- A. The right to manage the County generally, and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce, or discontinue any County service, operation, or function.
- D. The right to determine, and/or change, the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.
- E. The right to determine, and/or change, the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's workforce.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted. Notwithstanding any other provision of this Agreement, an Agency/Department Head may require any employee to work any shift or shifts, day or days, week or weeks, or month or months as deemed appropriate by the Agency/Department Head regardless of the employee's scheduled days off or leave. The Agency/Department Head shall give as much notice to the employee as is feasible if the Agency/Department Head's scheduling affects an employee's scheduled days off or leave.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements, and/or pacts.
- J. The right to contract, or subcontract, any services, operations, and functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise, and retain employees.
- N. The right to determine and/or change class specifications and to classify, or reclassify, positions in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.

- O. The right to determine and/or change productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, change, promulgate, and enforce rules and regulations relative to the safety and health of employees, and/or the public.
- R. The right to determine and/or change policies, practices, procedures, and standards for hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property, and/or County time.
- T. The right to take all lawful steps to carry out, or protect, any County service, operation, function, equipment, facility, or employee, or member of the public, during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in direct conflict with a specific provision of this Agreement.
- V. The right to assign vehicles in order to enhance service response and not for the purpose of employee benefit. The County and the Association acknowledge that take-home vehicles are assigned at the discretion of the Sheriff, the District Attorney, and the Chief Probation Officer. Such assignments or reassignments are not subject to meeting and conferring.

8.2. The exercise of any right, privilege, power, or authority retained by the County in this Section shall in no way be subject to the grievance procedure established by Section 20 below.

#### CALL-OFFS

8.3. Any Agency/Department Head, or supervisor with authority, may direct an employee to leave his/her worksite if there is insufficient work for said employee to do. Said employee shall not receive pay, but shall receive other benefits for the time after which he/she has been directed to leave.

- A. Call-offs shall be by inverse seniority within the classification in which there is insufficient work.
- B. Any employee called off pursuant to this Section may designate said call-off time as vacation leave, holiday leave, or compensated time off (CTO), to the extent said employee has accrued said leave or compensatory time off (CTO) in order to make up a full workday.

- C. An employee called off after reporting to work without first having received notice of being called off for that day as set forth in Section 23 shall receive a minimum of two (2) hours of pay for that day.

\*\*\*\*\*

## SECTION 9

### EMPLOYEE RIGHTS

9.1. Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join, or participate in, the activities of employee organizations.

9.2. Nothing in this Agreement shall prohibit any employee from representing himself/herself individually, or from appearing on his/her own behalf in his/her employment relations with the County.

9.3. No employee shall be subjected to disciplinary action, or threatened with disciplinary action, because of his/her exercise of any rights guaranteed by this Agreement.

9.4. No employee shall be denied promotion, or threatened with denial of promotion, because of his/her lawful exercise of any rights guaranteed by this Agreement, or because of any reason other than merit.

9.5. No locker, or other space for storage provided to any employee by the County shall be searched, unless the search is conducted in accordance with a valid search warrant, or in the presence of the employee, or with written consent of the employee, or following written notice to the employee that such search will be conducted.

9.6. No employee shall be required, or requested, for purposes of assignment, or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of his/her family or household, unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his/her employment duty, or is necessary for the County to ascertain the desirability of assigning the employee to a specialized unit or particular employment duty in which there is a strong possibility that bribes or other improper inducements may be offered the employee.

9.7. No employee shall be required to submit to a polygraph examination against his/her will, and no employee refusing such examination shall suffer any disciplinary action, or discrimination therefore. There shall be no record maintained anywhere that an employee refused such examination, nor shall any testimony or evidence be utilized in any County disciplinary action, administrative or judicial, against an employee to the effect that the employee refused a polygraph examination.

9.8. No employee shall be loaned, or temporarily reassigned, to a location or duty assignment if a County employee occupying a peace officer position would not normally be sent to that location, or would not normally be given that duty assignment under similar circumstances.

9.9. Nothing in this Agreement shall be construed to limit the use of any County employee in the fulfilling of a mutual aid agreement with another jurisdiction or agency, nor shall this Agreement be construed to limit any jurisdiction or interagency cooperation under circumstances where such activity is deemed necessary or desirable by the jurisdictions or agencies involved.

9.10. It is recognized that the Association owes the same responsibilities to all employees in the representation unit, and has a duty to provide fair and equal representation to all employees in all classes in the unit, whether or not they are members of the Association.

#### DUES DEDUCTION

9.11 Following receipt of written certification from the Amador County Sheriff's Office Association (ACSOA) that it has and maintains voluntary dues deduction authorization forms from members in the unit, the County shall make payroll deductions and transmit to the Association ACSOA dues in an amount to be determined by the Association and communicated to the County annually. Membership dues deductions shall be made in equal amounts over 26 pay periods, and a check for the total deductions shall be submitted to the ACSOA concurrent with the County's bi-weekly payroll.

9.12 The written certification from the ACSOA for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the ACSOA. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the County shall promptly cease Association dues deductions from the employee's paycheck.

9.13 An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. For employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association dues.

9.14 It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

9.15 The Association shall indemnify, defend, and hold the County harmless from and against all claims, demands and liabilities, and other actions relating to implementation and compliance with this Section.

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SECTION 10

POLITICAL ACTIVITIES

10.1. Political activities by County employees shall be governed by the provisions of the Amador County Policies & Procedures Manual and applicable state and federal law.

\*\*\*\*\*

SECTION 11

RECOGNITION

11.1. The County hereby reaffirms its recognition of the Association as the representative of all employees in the Amador County Sheriff's Office Association established by Resolution No. 6058. Personnel in this Association shall include all employees in classes listed in Appendix B.

11.2. The Association in turn recognizes the persons designated by the Board of Supervisors to represent the County in the negotiation of this Agreement, and agrees that all negotiations leading to the ratification and implementation of this Agreement, along with all amendments and successors thereto, shall be conducted exclusively with the persons so designated.

11.3. All newly created positions assigned to the Sheriff's Office Association shall be assigned to the Association's representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successor.

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SECTION 12

ASSOCIATION RIGHTS

12.1. The County shall allow a reasonable number of representatives designated by the Association, which shall not exceed three (3), except by mutual agreement of the County and the Association, reasonable time off work, which shall not exceed thirty-six (36) hours multiplied by three (3) representatives, for a total of one hundred eight (108) hours, without loss of pay or benefits for formal negotiations; provided that this limit shall be subject to and adjusted based on the statutory requirement that the employer must permit reasonable paid release to participate in negotiations meetings with employer representatives. Such time off work shall be for formal negotiations with the County for purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment. The three (3) employee representatives will be designated by the Association.

12.2. The Association shall notify the County Administrative Officer, in writing, of the names of the representatives designated by the Association to negotiate with the County in accordance with

Section 12 and Section 27 of this Agreement. In the event of the replacement of a representative so designated, the Association shall notify the County Administrative Officer in writing, of the name of the newly designated representative to the time such representative is to commence meeting and negotiating with the County.

12.3. Upon appropriate written and revocable authorization by the Association, the County Auditor shall deduct from the pay of employees and make appropriate remittance for Association membership dues or Agency Shop fees. Upon appropriate written and revocable authorization by an employee, the County Auditor shall deduct from the pay of such employee and make remittance to the Association for other plans or programs jointly approved by the Association and the County. Deductions for State Disability Insurance (SDI) premiums are expressly authorized in Section 25, and said authorizations are not revocable.

12.4. The Association agrees to indemnify, and hold the County harmless, for any loss or damages arising from the operation of this provision.

12.5. It is also agreed that neither any employee, nor the Association, shall have any claim against the County for any deduction made, or not made, unless a written claim of error is submitted to the County Auditor within thirty (30) calendar days after the date such deduction was, or should have been made.

12.6. The Association shall have the following additional rights:

- A. Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. Use, without charge, of County buildings at reasonable times for Association matters.
- C. With the exception of normal wear and tear, the Association shall be responsible for any damage to County property caused by such use.
- D. Use, without charge, of reasonable space on any County bulletin boards.
- E. Use, without charge, of any County interoffice communications systems, including E-Mail, for transmission of information concerning Association matters, but not on County time, unless directed by management. Such use shall not extend to the use of the U.S. Mail, or to the making of long distance telephone calls at County expense.
- F. Review, at reasonable times, of any public matter in the possession of the County.

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## SECTION 13

### CONCERTED ACTIVITIES

13.1. The Association and the County agree that there shall be no strike, work stoppage, work slowdown, job action, picketing, or other refusal, or failure by employees of the County, to fully and

faithfully perform their job functions and responsibilities, nor shall there be any other interference of a similar, or related nature, with the operation of the County by the Association, or by its officers, agents, or members during the term of this Agreement, including Association compliance with the request of another employee organization to engage in such activity.

13.2. The Association recognizes the duty and obligation of its officers and agents to comply with the provisions of this Agreement, and to make every effort to induce all employees to comply with the provisions of this Agreement. In the event of a strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, or other interference with the operation of the County by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

13.3. As a condition of continued employment, all employees shall be responsible for adhering to the provisions of this Section. Accordingly, violation of any provisions of this Section by an employee shall constitute just cause for disciplinary action against the employee by the County.

13.4. The above provision of this Section notwithstanding, the County does not waive and expressly retains any and all legal and equitable remedies which the County may have against the Association and its officers, agents, or members, or which the County may have against any employee who is represented by the Association.

13.5. The County agrees that it shall not lock out employees of the County during the term of this Agreement; provided, however, that lock out shall not be defined to include the dismissal, suspension, layoff, failure to recall from layoff, or failure to return to work, of employees of the County; and provided further that the County shall retain the right to close, suspend, or reduce any of its operations in order to provide for the safety of employees, property, or equipment of the County, or of the public.

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#### SECTION 14

### SAFETY CONDITIONS

14.1. The County and the Association agree that the need for safe working conditions shall be of importance.

14.2. The Association and the County agree to consult upon, and to cooperate in, effecting the Occupational Illness and Injury Prevention Program governed by the provisions of the Amador County Policies & Procedures Manual. As a part of this program, each department shall have a Department Safety Officer, designated by the Department Head, responsible for conducting on-the-job training and ensuring that each employee is able to complete each assigned task safely. The Association and the County agree further to cooperate in carrying out such job safety programs, practices, and procedures as may be promulgated by the County, or required by state law, rule, regulation or order.

14.3. With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County, or by federal and/or state law, rule, regulation, or order. The County agrees to provide bulletproof vests for all employees required to wear vests of a type and within applicable industry standards and within the Sheriff's or Chief Probation Officer's spending authority.

14.4. Employees shall use the safety and health equipment provided by the County. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA) or American National Standards Institute (ANSI) safety requirements, and be approved in advance of its use by the management employee who is the Agency/Department Head, or his/her designee, for an employee requesting the use of alternate equipment. The employee shall be responsible for returning County-owned safety and health equipment to the issuing department upon termination, or upon request of any of the employee's supervisors, or the Risk Manager.

14.5 In the event of injury or illness arising out of his/her employment with the County, an employee incurring such injury or illness shall notify his/her immediate supervisor or, in their absence, another supervisor, of the injury or illness as soon as practicable in accordance with the protocol governed by the provisions of the Amador County Policies & Procedures manual. The County Risk Manager will be notified by the affected employee's management.

14.6 As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, of any unsafe equipment or unsafe working condition. The supervisor or agency designee shall investigate or cause to be investigated, reports of unsafe equipment, or unsafe working condition. Upon conclusion of the investigation the employee shall be advised of the findings. If the equipment or condition is deemed unsafe, the employee shall be notified of the corrective actions to be taken. If the employee still believes that the equipment or condition is unsafe, the matter shall be referred to the employee's department management for further review. The agency department head shall render a decision and notify the employee. The County Risk Manager shall be notified of any substantial safety concerns outside the standard law enforcement operating conditions and of any findings of complaints elevated to the agency department head level.

14.7 No employee shall be required, and no employee shall be disciplined, for refusing to work with unsafe equipment, or under an unsafe condition if such equipment or condition is determined to be unsafe by an authorized representative of the State Division of occupational Safety and Health (OSHA), the Risk Manager or any person who has supervisory or managerial authority over the affected employee.

14.8 As a condition of continued employment, employees shall be responsible for adhering to County and state job safety requirements. Accordingly, knowing failure by an employee to perform work in accordance with County or state job safety requirements, shall constitute just cause for disciplinary action against the employee by the County.

14.9 If, as a result of the development of a revised County Safety Program, it becomes necessary to modify provisions of this Agreement, the parties agree to reopen negotiations for the specific purpose of modifying the Agreement on this one subject.

\*\*\*\*\*

## SECTION 15

### PROBATIONARY PERIOD

#### NEW EMPLOYEES

15.1. A new regular employee in the Sheriff's Office, Probation Department, and/or the Fraud Investigative Unit of the Health & Human Services Agency, shall be required to serve a probationary period of eighteen (18) months from the date of his/her employment ("18-month probationary employee").

15.2. All promoted employees in all departments shall be required to serve a probationary period of twelve (12) months from the date of his/her employment ("12-month probationary employee"). A Dispatcher promoted to EMD-Dispatcher shall serve one (1) 18-month probationary period.

#### PERMANENT STATUS

15.3. Upon successful completion of his/her probationary period, probationary employees shall be granted permanent status using the procedure set forth in Sections 15 and 16. A period of suspension during the probationary period shall not be counted in calculating the probationary period.

#### PERFORMANCE APPRAISALS

15.4. During the probationary period, the County will endeavor to provide each eighteen-month probationary employee with four (4) formal performance appraisals, and each twelve-month probationary employee with three (3) formal performance appraisals or in the case of the Sheriffs' Office, the number of appraisals specified in Department Procedures. Performance Appraisals are issued as a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision making, and the prospects of job success. During this period of employment, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

#### TERMINATION OR RETURN TO PREVIOUS POSITION

15.5. A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period.

#### NOTICE

15.6. A probationary employee who is terminated, or returned to his/her previous position, shall be given written notice of said action.

### APPEALS

15.7. A probationary employee who is terminated, or returned to his/her previous position, shall have no right to appeal or to grieve the termination/return.

### EXTRA-HELP EMPLOYEES

15.8. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

### LIMITED TERM EMPLOYEES

15.9. A person may be hired with his/her consent to be a limited term employee. During said employment the limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. The limited term employment shall be used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall not have bumping rights and shall have no right to grieve or appeal the layoff decision.

### CHANGE OF STATUS

15.10. In the event that a probationary employee is not appraised, or does not receive a timely report of appointment to permanent status, the probationary employee shall remain on probationary status for a maximum of one (1) month after the 12-month or 18-month probationary period whichever is relevant, unless the employee's probationary status has been extended, in writing, in lieu of termination, or returned to his/her previous position. At the conclusion of said additional one (1) month on probationary status without the employee's being terminated/returned, or receiving a report of appointment to permanent status, an employee whose probationary status has not been extended in lieu of termination/return shall automatically achieve permanent status.

15.11. The probationary status of an employee may be extended, upon written notice prior to the conclusion of probation, for a period equivalent to the time the employee was not available for evaluation for any of the following reasons:

1. Injury or other temporary disability of the employee;
2. Temporary withdrawal of the employee from the program;
3. Suspension; or
4. Military leave.

### NEW EMPLOYEE ORIENTATION

15.12. The County shall provide orientation to new employees, as soon as possible, after they begin work. The orientation shall be conducted in the manner as governed by the Amador County Policies & Procedures Manual.

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## SECTION 16

### PERFORMANCE APPRAISALS

#### PURPOSE

16.1. The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used (a) to identify the appraiser's expectations for the employee's job performance; (b) to acknowledge above standard performance; (c) to prescribe the means and method of converting deficiencies to a required level of performance; and (d) to encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency, as governed by the Amador County Policies & Procedures Manual or, for departments with Elected Officials as the department head, the applicable departmental policies and procedures.

#### APPRAISERS

16.2. Employees shall be appraised by one or more supervisors, or an Agency/Department Head, all of whom shall have personal knowledge of the job performance of the employee.

16.3. The appraising supervisor or the Agency/Department Head, shall be referred to herein as an "appraiser".

16.4. Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

#### FORMS

16.5. All appraisers shall use the official form provided by the County or Sheriff's Office, as applicable. This form shall be made available from, and distributed by, the Human Resources Department or Sheriff's Office, as applicable.

#### PERMANENT EMPLOYEES

16.6. Permanent employees shall be appraised whenever the County perceives the need for such appraisal and at least once per year within a month of the anniversary of their date of hire or promotion.

#### PROBATIONARY PERIOD

16.7. After the final appraisal, if retention of the employee or permanency of the promotion is warranted, the appraiser shall submit to the Human Resources Director a report approving the probationary employee's change of status from probationary to permanent.

16.8. The Human Resources Director shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than thirty (30) calendar days prior to the date when an employee's appraisal is required by this Agreement.

16.9. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and other appropriate documentation is completed and on file with the Human Resources Director.

#### REVIEW OF APPRAISALS

16.10. Any appraisal when completed shall be reviewed with the employee by the appraiser during the employee's working hours, without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file or other County record, until the appraisal has been reviewed with the appraised employee. The appraiser and all other supervisors participating in the appraisal and the appraised employee shall affix to the appraisal their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser.

16.11. Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within thirty (30) calendar days of receiving the appraisal, and the response shall be appended to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response.

#### COPIES

16.12. The appraiser shall provide to the employee a copy of such written response, and both the appraiser and the appraised employee shall sign and date the written response

#### APPEALS

16.13. Any Sheriff's Office, Probation Department, or fraud Investigative Unit (Health & Human Services Agency) employee who receives an unsatisfactory or outstanding appraisal, or the employee is dissatisfied with the appraisal, the employee may meet with the appropriate supervisor to review and discuss the appraisal. Such meeting shall be without representation for either the employee or the supervisor.

16.14. Appraisals shall not be subject to the appeal or grievance procedures.

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### SECTION 17

#### PERSONNEL FILES

17.1. No material adverse to an employee shall be placed in such employee's personnel file until the material has been read by the employee.

17.2. The employee shall affix his/her signature and date of reading to a statement which indicates that he/she has read the adverse material, and that statement, signature and date shall be retained as an attachment to, or part of, the adverse material.

17.3. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which was obtained prior to his/her employment, or which was obtained in connection with qualifying or promotional examinations.

17.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.

17.5. Any employee shall have the right to attach to any material in his/her personnel file which is made available for his/her inspection, in accordance with this Section, a written response thereto.

17.6. Such attachment shall be made at a time when the employee is not required to be on duty and shall be made within thirty (30) days of the earliest of the following dates: the date on which the employee first read, inspected, or copied the material to which the employee wishes to make the attachment.

17.7. At the time of such attachment to his/her personnel file, the employee and the person(s) causing the entry into the employee's personnel file of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment.

17.8. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the affected employee's department head or their designee shall sign and date such attachment in his/her/their stead.

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## SECTION 18

### SENIORITY/LAYOFFS/RECALL

18.1. Seniority shall be determined as follows, and shall be utilized by employees only for purposes of layoff, recall, or reemployment, in accordance with the provisions of this Section.

#### SENIORITY

18.2. Regular full-time employees shall receive one (1) calendar month of seniority credit for each full calendar month of service within the class.

18.3. Regular part-time employees shall receive one (1) calendar month of credit for each full two (2) calendar months of service in the class.

18.4. Extra-help employees do not accrue seniority.

18.5. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff of one (1) year or less, shall constitute a break in service. A break in service shall result in loss of all previously accrued seniority.

18.6. Seniority shall be reduced for:

- A. Accumulated suspension time of more than ten (10) work days; and
- B. Any leave of absence, without pay, for more than thirty (30) calendar days. Such reductions in seniority shall be in full-month increments for a minimum of one (1) calendar month and rounded to the next higher month for any partial months.

18.7. An employee may accumulate class seniority when bumping to a lower class in which they have attained permanent status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

#### LAYOFFS

18.8. A layoff for purposes of this Section is defined as a reduction in the regular workforce expected to last more than thirty (30) calendar days.

18.9. It is agreed that employees who are not represented by this Association may bump into positions in this Association by virtue of rights that are a part of another Agreement and are consistent with the layoff and bumping provisions of this Agreement. Covered employees in this Unit who are laid off, or fail to successfully complete promotional probation, shall have the right to bump the employee with the least seniority in the next highest class below the class from which the employee is being laid off, or from which he or she is on promotional probation, and for which the bumping employee is qualified, within the SOA bargaining unit. A bargaining unit member who promotes into the SOA unit from another County bargaining unit may, on layoff, bump back into a position in the classification and in the bargaining unit that represents the position and classification from which the employee promoted. However, this may occur only if the employer and the representatives of the bargaining unit from which the employee promoted agree on an ad hoc basis in writing, or if permitted by the express terms of the MOU applicable to the bargaining unit into which the employee would bump. The terms of the MOU applicable to the bargaining unit from which the employee promoted will govern all matters of wage rate, seniority, priority, bumping sequence, and all other such layoff related matters as they pertain to the employee bumping back into that unit.

18.10. The County will give a notice of anticipated layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

18.11. Employees shall be laid off in the following order:

- A. Extra-help employees;
- B. Limited duration employees;
- C. Probationary employees; and
- D. Regular employees.

18.12. Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

18.13. Layoffs shall occur within the department where the position or positions, are deleted.

18.14. Seniority ties will be broken by the employee with the earliest date of entry to continuous County service.

#### BUMPING RIGHTS

18.15. Bumping rights are within the regularly-assigned department only.

18.16. Extra-help employees do not have bumping, recall, or re-employment rights.

18.17. Regular employees subject to layoff may bump to a lower class in which they held permanent status (passed probation) within their regularly assigned department if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position.

18.18. A regular full-time employee may always bump a part-time employee even if the part-time employee has greater seniority than the full-time employee.

#### RECALL RIGHTS

18.19. Regular employees laid off shall be placed on a recall list in order of their seniority so that the employee with the greatest class seniority is recalled first.

18.20. Recall rights are for a period of one (1) year following layoff.

18.21. Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of one (1) year. Such offers will be on the basis of accumulated class seniority.

18.22. Upon request, employees who have been laid off will receive priority consideration for vacancies in any department for the class they occupied, or any class in which they held permanent status, and continue to meet class qualifications for a period of one (1) year. Priority consideration will consist of interviewing the employee prior to considering any other candidates for the position.

18.23. The right of recall shall not accrue beyond the date on which the employee declines, or fails to respond to, an offer of recall from layoff, or one (1) year from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall list.

#### RECALL FROM LAYOFF

18.24. An employee recalled from layoff shall be granted restoration of all sick leave available to such employee as of the date of layoff. The period of his/her layoff shall not be considered a break in service for such employee.

18.25. An employee re-employed within one (1) year following expiration of his/her right of recall from layoff in the regularly assigned class from which he/she was laid off shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the

length of time intervening between the date of expiration of his/her right of recall from layoff and the date of his/her re-employment.

18.26. An employee re-employed either prior to, or within one (1) year following, expiration of his/her right of recall from layoff in a class other than the regularly assigned class from which he/she was laid off, shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the rate at which such employee shall earn and accrue vacation leave and for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of Section 25 below.

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## SECTION 19

### DISCIPLINARY ACTIONS

#### JUST AND SUFFICIENT CAUSE

19.1. Just and sufficient cause for County disciplinary action taken against a probationary, temporary, or extra help employee shall consist of any lawful reason.

19.2. Just cause for County disciplinary action taken against permanent full-time or part-time employees shall consist of any of the reasons as set forth herein. The limitation periods set forth in the Public Safety Officers Procedural Bill of Rights Act, Government Code Section 3300 et seq. shall apply to the discipline of personnel.

- A. Appraisal of an employee's performance containing a proposal of disciplinary action based upon such appraisal.
- B. Evident unfitness or unsuitability for service.
- C. Incompetence.
- D. Inefficiency.
- E. Inexcusable neglect of duty.
- F. Violation of any concerted activities provision.
- G. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
- H. Insubordination or willful disobedience.
- I. Refusal, or knowing failure, to perform work in accordance with County or state job safety requirements.

- J. Fraud in securing any employment with the County.
- K. Sexual harassment in, or affecting, the work environment.
- L. Engaging in any employment, activity, or enterprise which is clearly incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
- M. Improper political activity.
- N. Dishonesty.
- O. Misuse, malicious damage, or theft of County property.
- P. Conviction of any felony.
- Q. Conviction of any misdemeanor committed while on duty, or any misdemeanor involving moral turpitude.
- R. Discourteous treatment toward another employee, or toward a member of the public, while on duty, or off duty if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- S. Unlawful use of, or being under the influence of, any controlled substance, as defined by California Health and Safety Code Section 11007, or its successors, while on duty.
- T. Use of, or being under the influence of, alcohol while on duty.
- U. Breach of confidentiality as covered in departmental and County-wide policy, as governed by the provisions of the Amador County Policies & Procedures manual.
- V. Engaging in inappropriate discriminatory activity against one or more persons protected under state or federal law as described in Section 7 of this Agreement.
- W. Inability, or incapacity, to perform assigned job duties.
- X. Any breach of a professional, County, Probation Office, District Attorney's Office, or Sheriff's Office standard, policy, or rule or a negligent act or omission which results in injury or damage to property or to another person or employee.
- Y. Other behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the County, or to the employee's Agency/Department.

#### PROCEDURES

19.3. The Agency/Department head, or his/her designee, may initiate disciplinary action (the "Initiator").

19.4. Except as provided by Section 7 herein, there shall be no right of appeal from any disciplinary action, except by a permanent full-time or part-time employee.

## DISCIPLINARY PROCESS

19.5. The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purpose of providing both a corrective warning and a penalty to an employee whom the County intends to retain as an employee after the discipline. The County may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the County believes dismissal to be the appropriate discipline because of the employee's conduct.

19.6. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct violations of applicable County or Sheriff's Office policies. The disciplinary process outlined herein has been established to provide general guidelines for a fair method of disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn employees will be afforded certain procedural rights, which are specified in the Act. Performance appraisals and constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in the Act.

19.7. Discipline may be initiated for various reasons, including, but not limited to, violations of County or Sheriff's Office policies, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from a written reprimand to immediate dismissal.

19.8. Disciplinary actions shall consist of a written reprimand, reduction in pay, suspension, demotion, or dismissal ("action"), and shall begin with notice to the employee. Any notice to an employee of a proposed action shall be in writing. Such notice shall contain the following information:

- A. The name, work address, and telephone number of the initiator.
- B. The nature of the proposed action.
- C. A statement of the reason for the proposed action.
- D. A true and complete copy of any supporting written documentation, including tape recordings upon which the proposed action is based.
- E. The date upon which such proposed action is to become effective.
- F. A statement of the employee's right to be accompanied by a representative of the employee's choice during the Skelly process meeting.
- G. A statement of the employee's right after the effective date of the action to an evidentiary hearing before an arbitrator from the American Arbitration Association as set forth below and to be represented during such hearing.

19.9. Service of the above notice on the affected employee shall be made either in person, or by certified mail addressed to the employee's last known mailing address.

19.10. If the affected employee cannot be served in person, nor by certified mail addressed to the employee's last known mailing address, or if for any reason the affected employee refuses, or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

19.11. Service of a true and complete copy of the above notice, including all accompanying documentation (which includes audio/video and digital media recordings), shall also be made upon an Association President, with the concurrence of the subject employee, and upon the County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

#### SKELLY PROCESS

19.12. The employee shall be provided notice of the proposed discipline as noted in this Section. Within seven (7) calendar days of the notice of the proposed discipline, the employee, or his/her representative, may file a request for a Skelly meeting with his/her Agency/Department Head, or his/her designee.

19.13. The Agency/Department Head, or his/her designee, shall schedule a Skelly process meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for the meeting.

19.14. The County shall record such meeting, and shall make a copy of such recording available to the employee upon request within one (1) week from the close of such meeting.

19.15. The failure of an employee to timely request, or to appear for such meeting, shall constitute a waiver of the employee's right to such meeting and subsequent appeal rights.

19.16. The Agency/Department head, or his/her designee, shall conduct the meeting and shall render a decision, upholding, modifying, or overturning the proposed action.

19.17. After the decision rendered by the Agency/Department Head, or his/her designee, the discipline shall be imposed.

#### APPEAL PROCESS

19.18. Any appeal shall be in writing and shall set forth clearly the factual and legal basis for the appeal.

19.19. If the employee is dissatisfied with the action taken after the Skelly process, he or she may appeal the decision to the American Arbitration Association within ten (10) working days of being given notice of the decision by filing a written request with the Director of Human Resources with a copy to the Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to the American Arbitration Association.

19.20. Upon written receipt of the appeal to arbitration the Director of Human Resources and the employee/Association shall select an arbitrator within ten (10) workdays of receipt of the appeal. If the parties are unable to select an arbitrator, the parties may submit the appeal to the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules or the parties may request a list of seven (7) arbitrators from the State Mediation and

Conciliation Services. If an arbitrator is chosen by the American Arbitration Association, it is without input from the parties. If the parties use a list from SMCS, the parties will subsequently strike names until an arbitrator is selected. The parties further agree to accept the Arbitrator's award as final and binding on them.

19.21. The County shall make available for testimony, in connection with this procedure, any County employee whose appearance is requested by the employee, or his/her representative, or by the County.

19.22. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The costs of such an employee witness shall be borne by the County provided the Association submits to the County a list of all such witnesses at least seven (7) days before the scheduled hearing date, and the number of such witnesses is reasonable. Under no circumstance shall the County bear the costs of employee witnesses required to appear in any judicial proceeding unless subpoenaed by, and on behalf of, the County.

#### COSTS

19.23. The Arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties shall equally split the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.

#### ADMINISTRATIVE LEAVE

19.24. Administrative leave should be used only in the most extreme situations where the employee's presence on the job may create a safety problem or be a major detriment to the completion of work. Prior to placing an employee on administrative leave, the alternative of temporary reassignment of the employee should be considered. Since the leave is with pay, the investigation and subsequent service of notice, if applicable, must be completed in a timely manner. Administrative leave is only granted with the approval of the Agency/Department Head, or his/her designee.

19.25. The notice of administrative leave shall state the reasons for placing the employee on administrative leave.

19.26. During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee, but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

19.27. If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

19.28. No employee shall be placed on administrative leave for longer than fifteen (15) calendar days; provided, however, that an Initiator may request the employee's Chief Administrative Officer (County Administrative Officer, Sheriff, or Chief Probation Officer, whichever applies) to extend the administrative leave for a maximum of thirty (30) consecutive calendar days and the applicable Chief Administrative Officer may, upon good cause shown, with written notice to the employee and the Human Resources Director, grant said extension. If the Initiator desires an extension of the

administrative leave beyond a total of forty-five (45) consecutive calendar days, he/she must obtain approval of the extension of time from the Board of Supervisors.

19.29. The Act shall apply to all sworn personnel, as referenced in Government Code Section 3300, et seq.

#### INTERNAL AFFAIRS INVESTIGATIONS

19.30. Whenever any employee is under investigation, and is subject to questioning which could lead to County disciplinary action adverse to the employee, such questioning shall be conducted in accordance with the following requirements.

19.31. The questioning shall be conducted preferably during the time the employee is on duty or, failing that, during the employee's normal working hours, unless the seriousness of the investigation requires otherwise. Any time spent by an employee in such questioning shall, for the purposes of compensation, be considered time spent in the performance of his/her regular employment duties. No employee shall be disciplined, or discriminated against, for work not performed during such questioning.

19.32. An employee under investigation shall be informed, in writing, prior to questioning, of the name and employment position of the person in charge of the questioning, the name and employment position of the interviewer, and the name and employment position of any persons to be present on behalf of the County during the questioning.

19.33. Any employee under investigation shall be informed, in writing, of the nature of the investigation, prior to questioning of the employee.

19.34. All questions directed to an employee under questioning shall be asked by, and through, no more than two (2) interviewers at one time.

19.35. The interview shall be for a reasonable length of time, taking into consideration the gravity and complexity of the issue giving rise to the questioning.

19.36. An employee under questioning shall be permitted to attend to his/her own physical necessities.

19.37. An employee under questioning shall not be subjected to offensive language, or threatened with disciplinary action, except that an employee who refuses, or willfully fails, to respond to any questions, or to submit to questioning, shall be informed that refusal, or willful failure, to answer any questions directly related to the investigation or questioning, may result in disciplinary action. No promise of reward shall be made as an inducement to answer any question.

19.38. The complete questioning of an employee may be recorded by the County, but the employee under questioning shall have access to the recording if any further proceedings are contemplated by the County, or prior to any further questioning at a subsequent time. An employee under questioning shall have the right to record with his/her own recording device any and all aspects of the questioning.

19.39. Within a reasonable period of time following his/her questioning, an employee shall be

entitled to a transcribed copy of any notes made by a stenographer during the questioning and to any notes, reports, or complaints germane to the investigation or questioning, except those notes, reports, or complaints which are deemed by the investigating agency to be confidential. No notes, reports, or complaints which are deemed to be confidential shall be entered in the employee's personnel file.

19.40. If, prior to, or during the questioning of an employee, it is deemed that the employee may be charged with a criminal offense, no further questioning shall ensue until the employee has been informed of his/her constitutional rights.

19.41. An employee who is subject to questioning shall at all times during such questioning have the right to have present a representative of his/her own choosing. The representative shall not be a person subject to the same investigation and shall not be required to disclose, nor be subject to, any disciplinary action, or discrimination, for refusing to disclose any information received from the employee who is subject to investigation for non-criminal matters.

19.42. The County shall not cause an employee under questioning to be subject to visits by the press or news media without the express written consent of the employee, nor shall the home address, telephone number, or photograph of the employee be given to the press or news media without the express written consent of the employee.

19.43. Nothing in Section 19 of this Agreement as it relates to Internal Affairs Investigations shall be construed to apply to the questioning of any employee in the normal course of duty, counseling, instruction, or informal verbal admonishment, warning, or reprimand by, or other routine, or unplanned contact with a supervisor, or any other employee, nor shall anything in Section 19 of this Agreement as it relates to Internal Affairs Investigations apply to any investigation concerned solely and directly with alleged criminal activity.

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## SECTION 20

### GRIEVANCES

20.1. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issues that they are concerned about, prior to filing a formal grievance.

20.2. Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Agreement, alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- D. The remedy for such alleged adverse effect sought by the grievant.

20.3. When the grievant is an employee, failure by the County to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievant is satisfied with the resolution, if any, of the grievance, that the grievance is terminated, and that the grievant waives any right to further appeal of the grievance. However, nothing in this Section shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement.

20.4. A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

20.5. The County shall allow an employee and/or his/her Association representative reasonable time off work without loss of pay or benefits, in order to process a grievance during normal working hours. "Processing" as used herein does not include investigation or preparation of the written grievance.

20.6. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one (1) joint hearing on all the grievances.

#### STEP 1. COUNTY/EMPLOYEE/ASSOCIATION

20.7. Within fifteen (15) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented in writing to the County official who has supervisory or managerial authority over the grievant

20.8. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

20.9. Within five (5) working days of such a meeting when the grievant is an employee, the County supervisory or management official shall serve written notice of the decision to the grievant.

20.10. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing within seven (7) calendar days of receipt of the written decision at Step 1 or within seven (7) calendar days after the decision deadline at Step 1 has elapsed.

#### STEP 2. AGENCY/DEPARTMENT HEAD

20.11. Any appeal from a Step 1 decision on a grievance shall be in writing. The Agency/Department Head, or his/her designated representative, shall meet with the employee in an attempt to resolve the grievance within five (5) working days of receipt of the grievance. The Agency/Department Head, or his/her designee, shall render a written decision on the matter within five (5) working days of the meeting.

#### STEP 3. EVIDENTIARY HEARING

20.12. The grievant may appeal the decision at Step 2 to the Board of Supervisors for a binding decision within five (5) working days of receiving the decision from Step 2 by filing a written appeal

with the Board of Supervisors. The employee shall simultaneously provide a copy of the appeal to his or her Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to the Board of Supervisors.

20.13. The hearing on grievances shall be conducted and decided by the Board of Supervisors using the same procedure as hearings on disciplinary actions as set forth in Sections 19.18, 19.21, and 19.22.

20.14. The costs of hearings before the Board of Supervisors, excluding the other party's costs incurred for presenting its case, shall be paid by the losing party. If the grievance is withdrawn by the grievant prior to the hearing, and costs are incurred as a result, the grievant shall pay all costs, but not be considered the losing party. If a grievance is resolved by mutual compromise of the parties prior to the arbitration hearing, and costs are incurred as a result, the parties shall divide evenly the costs of the hearing, unless the compromise disposes of the costs thereof differently. If the hearing proceeds to a determination by the Board of Supervisors either party, or the parties jointly, may request a finding by the Board of Supervisors as to which is the losing party. If the Board of Supervisors does not determine the losing party, the parties shall divide the costs of the hearing.

20.15. When through a showing of good cause that the Board of Supervisors cannot be an impartial decision maker in any specific matter brought before it pursuant to this Section the parties shall not use the Board of Supervisors to hear and decide the matter but shall instead Submit the matter to an arbitrator selected from a list provided by the State Mediation and Conciliation Service (SMCS). The director of Human Resources shall request a list of seven (7) names from SMCS and the parties will alternatively strike names to select the arbitrator. Costs for the arbitration shall be shared equally by both parties. The decision of the arbitrator shall be final and binding.

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## SECTION 21

### SICK LEAVE AND LEAVES OF ABSENCE

#### SICK LEAVE - ELIGIBILITY

21.1. Regular full-time, and regular part-time, employees shall earn, and accrue, eight (8) hours paid leave of absence for illness or injury for every one hundred seventy-four (174) hours of service, which accrual shall be credited monthly.

- A. Sick leave may be taken when the employee is sick or injured and unable to perform his/her duties substantially like normal or would endanger other employees or the public.
- B. No more than six (6) days of a regular employee's available sick leave annually may be taken for reasons of illness, or injury, of a member of the employee's immediate family.
- C. Such other reasons as may be approved by the Department Head.

21.2. Except as otherwise required by law, sick leave accrued by an employee shall not be available to the employee until after completion of six (6) continuous months of employment with the County.

- A. Any probationary employee who suffers a work-related injury shall be allowed to use accrued vacation and sick leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

21.3. The County may require from an employee a written release for a licensed health care practitioner for the employee's return to duty and verification of illness or injury after any absence over six working days due to illness or injury. The County may also require a fit-for-duty examination from a health care practitioner, chosen and paid for by the County. If a fit-for-duty examination is required, it must be performed prior to the employee returning to work. The County will reimburse the employee for expenses according to the County travel policy. In any case, an employee absent due to an alleged occupational injury or illness shall provide to the County a written release from a licensed health care practitioner for the employee's return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

21.4. Upon completion of any waiting period during which no benefits are payable from State Disability Insurance (SDI) or from worker's compensation temporary disability indemnity, an employee shall receive for the period of absence due to injury or illness following any such required waiting period that fraction of his/her unused sick leave necessary to make up any difference in wages between the State Disability Insurance (SDI) benefits, or temporary disability indemnity, and the pay the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of illness or injury following any such required waiting period. An employee paid in accordance with this formula shall utilize his/her available sick leave in fractional amounts until his/her available sick leave is exhausted. An employee on worker's compensation or State Disability Insurance (SDI) shall have the option of using his/her accrued vacation leave.

21.5. An employee shall not accrue sick leave or any other leave described in this section while receiving non-work related disability benefits.

21.6. Any employee covered by Labor Code §4850, injured within the course and scope of their County employment, will be compensated in accordance with Labor Code §4850.

21.7. The County may request verification of use of sick leave for self or immediate family. The employee shall be notified in advance if verification is required.

#### UNUSED SICK LEAVE

21.8. No employee shall be eligible for any payment for unused sick leave, except as provided in Section 21.9. Employees shall receive credit for unused sick leave toward retirement benefits as provided in Government Code Section 20965.

21.9. Unused sick leave shall accrue from year to year. When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of accrued sick leave hours upon simultaneous retirement and receipt of PERS benefits only.

### BEREAVEMENT LEAVE

21.10. A regular employee shall be granted up to three (3) days of paid bereavement leave on account of the death of any member of his/her extended family. Employees may extend bereavement leave by using an additional two (2) paid sick leave days.

The County may require, upon an employee's return from bereavement leave, appropriate verification of the death of any member of his/her immediate family.

### JURY DUTY OR TESTIMONY ON BEHALF OF COUNTY

21.11. Any regular employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the County of Amador, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the County

### EXAMINATIONS OR INTERVIEWS

21.12. Regular employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

21.13. The County shall require, prior to and/or following, an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the County.

### MILITARY LEAVE

21.14. An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

21.15. The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the County.

21.16. Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves, in accordance with the provisions of state and federal Military and Veterans Codes.

21.17. Any regular full time employee who is involuntarily called to full time active military duty during the remaining term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed one hundred eighty (180) days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military, the employee shall not be entitled to receive County health insurance benefits.

#### CATASTROPHIC LEAVE

21.18. A catastrophic leave bank shall be established, but only when an employee who qualifies to use it requests it; the leave bank is not continually in existence. When an employee needs, and requests, donations, vacation leave and/or sick leave only may be donated into the bank. The Human Resources Director shall act as a “banker”, supervising the donations and the acceptance of the donated leave. An employee will have to use all of the vacation, sick, and compensatory time off (CTO), and holiday leave accrued to him/her before using any donated catastrophic leave.

#### FAMILY & MEDICAL LEAVE ACT (FMLA)

21.19. The County shall comply with federal and state law regarding family leave, as governed in the Amador County Policies & Procedures Manual.

#### OTHER LEAVES

21.20. In addition to those leaves of absence above, a leave of absence with, or without pay, may be granted by the Board of Supervisors for any period of time and upon any terms acceptable to it and the employee. No medical leave of absence pursuant hereto shall be granted unless required by a physician.

21.21. An employee’s pay for any period of absence under any provisions of this Section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

21.22. No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall immediately cease to accrue for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as provided below, unless continuation of such benefit accrual is required in accordance with the provisions of the Sections herein as they relate to Military Leave. The County will cease the County contribution toward Health and Welfare benefits (health, dental, vision and life insurances) after thirty (30) calendar days after the approved paid leave is exhausted. The employee shall be responsible for the employee’s share of the benefits until the County’s share of benefits terminates. At such time the employee shall be responsible for the full cost of the benefits in accordance with COBRA regulations.

21.23. The County may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

#### UNAUTHORIZED ABSENCES

21.24. Any employee’s unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days, shall constitute an automatic voluntary resignation by such employee from his/her

employment with the County, effective as of the last date on which the employee worked. Any employee's failure to return to County service within five (5) working days of the expiration of his/her leave of absence authorized in accordance with the provisions of this Agreement, or to secure from the County extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.

21.25. Reinstatement of an employee to his/her employment with the County following his/her automatic voluntary resignation may be granted by the Board of Supervisors through the County Administrative Officer upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation, and/or supporting evidence, satisfactory to the Board of Supervisors as to the sufficiency of the causes for his/her unauthorized absence or for his/her failure to return to County service upon expiration of his/her leave of absence, or to secure from the County extension of his/her leave of absence, reinstatement shall be denied.

#### VOLUNTARY RESIGNATIONS

21.26. Prior to the County's invoking the above Section with regard to unauthorized Absences, so as to effectuate an employee's automatic voluntary resignation, the employee's Agency/Department Head, or his/her designee, shall give written notice to the employee of the facts supporting Agency/Department Head's, or his/her designee's, invocation of the above Section with regard to unauthorized Absences, and the date upon which the voluntary resignation shall be deemed effective. Said notice shall be served on the employee personally, or by first class mail sent to the employee's last known home address.

21.27. The notice shall also inform the employee of his/her right to challenge the accuracy of the factual basis supporting the voluntary resignation and to meet with the County Administrative Officer to present his/her version of the facts. The employee shall have fifteen (15) days after the giving of said notice to request the meeting. Such a request shall stay the effective date of the voluntary resignation until the County Administrative Officer meets with the employee and decides the matter.

21.28. The County Administrative Officer shall meet with the Agency/Department Head, or his/her designee, and the employee as soon as is practicable, but no later than fifteen (15) days from the day on which the employee requests the meeting.

21.29. Following the meeting, the County Administrative Officer shall determine whether the employee was absent without leave, or other authorization for five (5) or more consecutive working days, and if so, the County Administrative Officer shall uphold the voluntary resignation.

21.30. The County Administrative Officer shall give written notice of his/her decision to the employee and the Agency/Department head, or his/her designee. The giving of said notice deciding that a voluntary resignation has occurred effectuates the voluntary resignation of the employee as of that date. The notice shall also contain a statement of the employee's rights as set forth above to petition through the County Administrative Officer to the Board of Supervisors for reinstatement. The statement of said rights as provided above may be given by including in the notice a copy of this Section.

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SECTION 22

HOLIDAY LEAVE

ELIGIBILITY

22.1. Regular full-time employees shall be granted paid holiday leave in accordance with Section 26 for the following holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday.....	Third Monday in January
President's Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veteran's Day.....	November 11
Thanksgiving.....	Fourth Thursday in November
Friday following Thanksgiving Day.....	Fourth Friday in November
Christmas Eve.....	December 24
Christmas Day.....	December 25

SATURDAY OR SUNDAY

22.2. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday which is not a holiday shall be deemed the holiday.

COMPENSATION

22.3. Full-time employees assigned to a ten (10) hour four (4) day workweek shall accrue ten (10) hours holiday leave for each holiday. Full-time employees assigned to an eight (8) hour five (5) day workweek shall accrue eight (8) hours holiday leave for each holiday. Regular part-time employees shall earn paid holiday leave at the rate of ten (10) hours holiday leave for employees assigned a ten hour day and or eight (8) hours holiday leave if assigned to an eight (8) hour day for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which hours of service shall be performed prior to an above holiday in order for such employee to establish eligibility for holiday leave for such holiday.

22.4. Holiday leave shall not be earned by extra-help employees.

22.5. An eligible employee shall be in paid status on his/her regular working day immediately preceding, or succeeding a holiday, in order to be paid for the holiday.

22.6. A regular employee who is required, or permitted, to work on a holiday for which he/she is eligible for paid holiday leave, shall be granted compensation at a rate equal to two (2) times the employee's straight-time rate of pay for all such hours worked.

22.7. When a holiday falls on a regular day off for an employee assigned to a 4/10 work schedule said employee shall be credited with ten (10) hours of holiday leave. When a holiday falls on a regular day off for an employee assigned to a 5/8 work schedule, said employee shall be credited with eight (8) hours of holiday leave. Any unused time in the holiday leave bank shall be paid off in cash after the end of each calendar year.

22.8. The County may, at its discretion, deny to any employee holiday leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

22.9. Except as provided by this Section, an employee's pay for any paid holiday shall in no event exceed the straight-time rate of pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class; i.e., not in any temporarily assigned higher class, on the paid holiday.

22.10. An employee shall not accrue holiday leave while receiving non-work related disability benefits.

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## SECTION 23

### VACATION LEAVE

#### ELIGIBILITY

23.1. Regular full-time and regular part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions:

- A. For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which accrual shall be credited monthly.
- B. For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred thirty and fifty hundredths (130.50) hours of service, which accrual shall be credited monthly.
- C. For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every ninety-nine and forty-three hundredths (99.43) hours of service, which accrual shall be credited monthly.

23.2. Vacation leave shall not be earned by, or granted to, extra-help employees, or for standby or overtime service

- A. Any probationary employee who suffers a work-related injury shall be allowed to use accrued vacation and sick leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

23.3. An employee shall not be eligible to utilize his/her accrued vacation leave until after completion of six (6) continuous months of employment with the County.

23.4. An employee who separates from County employment shall be entitled to payment in lieu of accrued vacation leave which has not been taken prior to separation from employment.

23.5. Employees may only accrue vacation time to a maximum of twice their current annual vacation accrual rate, provided that no employee shall lose vacation time to meet the needs of the County. Once an employee accrues twice their current annual vacation rate, the employee will not accrue additional vacation time until after they have used some or all of their accrued vacation time, and then only in an amount until the employee reaches the maximum of twice their current annual vacation accrual rate. An employee cannot accrue vacation time more than twice their current annual vacation accrual rate, unless the County is unable to allow the employee time off to use vacation time. At any time after an employee reaches two (2) months of the maximum accrual of vacation leave and has no vacation leave scheduled he/she may be directed by his/her Agency/Department head to take all or any part of his/her vacation whenever the Agency/Department Head elects.

23.6. An employee shall not accrue vacation leave while receiving non-work related disability benefits.

23.7. Except in cases of a bona fide emergency, vacation leave shall be requested by an employee wishing to utilize such leave at least fifteen (15) days in advance of the day upon which such leave is to commence. Vacation leave shall be scheduled by the employee's Agency/Department Head, or his/her designee, at times requested by the employee insofar, as possible within the County's work requirements. Whenever possible, vacation shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities, or to minimize conflicts with other employee's vacations, the Agency/Department Head, or his/her designee, may place reasonable restrictions on the use of accrued vacation. However, the County shall make every reasonable effort to make time available for employees to take vacation time. If the County is unable to make time available to an employee for said vacation, the employee will continue to accrue additional vacation time in excess of twice the employee's annual vacation accrual rate until such time as the County is able to make available to the employee. If the County is unable to make time available to an employee for said vacation, the employee's Agency/Department Head, or his/her designee, shall notify the County Auditor, in writing, that the Agency/Department Head, or his/her designee, is unable to give the employee time off for vacation.

23.8 For calendar years 2020 only, an employee may elect to convert up to twenty-four (24) hours of accumulated vacation to a cash payment at the employee's base hourly rate of pay for each such hour so converted, payable in October 2021. Upon payment of the hours converted by the employee, the County will simultaneously reduce the employee's vacation balance by the corresponding number

of hours. To qualify for the foregoing conversion option, the employee must make the election in writing, irrevocably, on a form provided by the County's Human Resources Department. Such election must be made and the form completed and delivered to the Human Resources Department in the month of October, 2020 for payment in 2021. An employee may not receive a cash out of vacation under this provision if and to the extent that it would reduce the employee's vacation balance below (40) hours at the time the payment is made. Payment on an election for a cash out that would violate the (40) hour requirement will be reduced to the extent necessary to conform to the forty (40) hour minimum balance requirement.

#### MANDATORY WEEK AWAY FROM WORK

23.9. Each employee shall be absent from work for seven (7) consecutive days, using any combination of days for which the employee is not scheduled to work, including accrued vacation leave, accrued holiday leave, and/or compensated time off (CTO), subject to the departmental scheduling requirements.

23.10. The County may, at its discretion, deny to any employee leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

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#### SECTION 24

#### HOURS OF WORK

##### WORKDAY

24.1. The workday for full-time employees shall be between eight (8) hours and twelve (12) hours as determined by the employee's Agency/Department Head (Sheriff or Chief Probation Officer), or his/her designee, subject to the requirements of applicable law.

24.2. Any Agency/Department Head, or his/her designee, may develop and approve a specific alternative work schedule to those set forth herein, after consultation with the affected association.

24.3. The workday for any employee may be extended at the discretion of the County in accordance with the provisions contained herein. Notwithstanding any other provision of this Agreement, the Sheriff and the Chief Probation Officer or their designee, may schedule any covered employee to work an extended shift of a maximum of twelve (12) hours in any day without the employee's being compensated at overtime rates for the hours beyond the regular workday provided:

- A. The employee is given forty-eight (48) hours notice of his/her placement on the extended shift.
- B. The employee is compensated at overtime rates for any time he/she works over eighty (80) hours in the two-week period in which the extended shift occurs.

- C. The employee is compensated at overtime rates for anytime he/she works over eighty (80) hours in the two-week period in which the extended shift occurs.

#### Shift Differential

24.4 Effective on the first day of the second pay period following adoption of this MOU by the Board of Supervisors, an employee assigned to work a swing shift will be paid an additional seventy-five cents (\$0.75) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works swing shift if his or her assigned work day commences at or after 12:00 p.m. but before 6:00 p.m. the same day.

24.5 Effective on the first day of the second pay period following adoption of this MOU by the Board of Supervisors an employee assigned to work a graveyard shift will be paid an additional one dollar and fifty cents (\$1.50) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works graveyard shift if his or her assigned work day commences at or after 6:00 p.m. but before 6:00 a.m. the following day.

24.6 If staff are called in early for their regular day shift or for a day shift special briefing, and absent such early call-in shift differential would not otherwise apply, shift differential as provided in 24.4 and 24.5 above will not apply to the early call-in or regular shift.

24.7 The Parties intend that the adoption and implementation of the shift differentials, set forth in subsections 24.4 and 24.5 above, will not alter, interfere with, or impede in any manner the Sheriff's right, at his discretion and without notice, to assign or reassign any employee on to or off of a shift to which shift differential applies as provided in subsections 24.4 and 24.5 above. The Parties agree such a reassignment and accompanying termination of the affected employee's receipt of shift differential is not and shall not be construed as punitive act within the meaning and for purposes of the California Peace officers Bill of Rights ("POBOR" - Government Code 3300 et. seq.).

#### WORKWEEK

24.8. The workweek for full-time employees shall be five (5) workdays or four (4) workdays as determined by the employees' Agency/Department Head, or his/her designee within a calendar week, for a total of forty (40) hours. The Sheriff may, at the Sheriff's discretion, approve and implement other full-time work weeks for Sheriff's Office employees, subject to the requirements of applicable law.

24.9. The workweek for part-time employees shall be five (5) or fewer workdays within a calendar week, for a total of fewer than forty (40) hours.

24.10. The workweek for any employee may be extended at the discretion of the County, in accordance with the provisions as listed below.

24.11. No part-time or extra-help employee shall have a right to work any fixed number of hours in any week or in any month; the number of hours that a part-time or extra-help employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department head, or his/her designee.

24.12. At least thirty (30) days prior to the Sheriff or the Chief Probation Officer, or their respective delegate effecting a change in a regularly scheduled 10-hour/4-day shifts in effect for any group of employees with the same position, management shall give notice thereof to the affected employees; provided, however, that the notice requirement set forth herein shall not apply to individual employees where the remainder of employees in said group do not change from the 10-hour/4-day shifts, or when any emergency requires such a change as determined in the sole discretion of the Sheriff or the Chief Probation Officer (or delegate).

#### MEAL/BREAK PERIODS

24.13. Every employee shall be granted compensated meal/break time at the rate of fifteen (15) minutes for each four (4) hours of continuous work, or major fraction thereof. Compensated meal/break time shall be included and taken within the employee's regular shift. The allocated time may be used in one block, or in smaller time blocks, with the consent of the employee's supervisor. No other break or rest periods are granted, or recognized, during the regular shift. In such cases where the employee is unable to take the meal/break period, due to the work load, no special compensation (including overtime pay) may be granted.

24.14. Rest time shall be taken at such times, and at such places, as shall be determined by the County.

#### CALL-IN/STANDBY/OVERTIME

24.15. An employee required by the County to work in addition to his/her workday any time which is not continuous with his/her workday shall, for each instance of the performance of such work, be considered to have performed at least three (3) hours of overtime work in accordance with the provisions of the Sections contained herein. For purposes of Section 24.18 and 24.19, this provision is hereby waived. An employee called out to work which work is continuous to his/her workday, whether called out from standby or not shall not be entitled to call-in pay but shall be entitled to overtime pay for his/her time worked in addition to his/her regular workday. Telephone calls to an employee on standby shall not be compensated. Telephone calls to an employee not on standby shall be compensated at fifteen (15) minutes of overtime for the total of all such calls during one twenty four hour period; provided, however, that if the actual time off of all said calls during one such period exceeds fifteen (15) minutes, the employee shall be compensated at the overtime rate for the total time taken for said telephone calls.

24.16. An employee assigned by the County to be on standby during non-duty hours shall make himself/herself available for, and respond to, all calls for work during such standby period; an employee who is found to be unavailable for, or who fails to, respond to a call for the performance of work during a stand-by period shall be subject to disciplinary action for insubordination or willful disobedience.

- A. "Available for calls for work" means that the employee on standby shall be in the county of his/her residence, with uniform immediately available, and shall not consume alcohol or other drug that would not be tolerated while on duty.

24.17. A Dispatcher or Correctional Officer who is certified as a Dispatcher or Correctional Officer Trainer and who is assigned to the actual training of a Dispatcher or Correctional Officer shall receive a five percent (5.0%) increase in pay during those hours that they are actually assigned to and perform

Dispatcher or Correctional Officer Trainer duties. Any employee assigned by the County to be on call during non-duty hours shall receive standby compensation at the rate of three dollars (\$3.00) per hour during such standby period, provided such employee makes himself/herself available for, and responds to, all calls for work during such period within fifteen (15) minutes of receiving communication that he/she should report for work. The standby compensation rate shall increase by one dollar per hour during such standby period, to a total of four dollars (\$4.00) per hour, effective October 1, 2016. Any employee who is found not to be available for, or who fails to respond to, a call for the performance of work during a standby period may be subject to disciplinary action.

24.18. Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions of Section 24.24 below. For the first such instance of performance of work during any twelve (12) hour standby period, which standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least one (1) hour of overtime worked beyond the workday in accordance with the provisions of Section 24.24 below.

24.19. The County vehicle assigned by the County for an employee to have at his/her residence for the purpose of performing overtime work during an assigned standby period, shall be considered such employee's assigned worksite for any overtime performed during such standby period.

24.20. Standby compensation shall not be considered part of the employee's regular rate of pay for purposes of Section 24.25 below.

24.21. Employees are not entitled to concurrent pay for standby and call-in.

#### OVERTIME/COMPENSATORY TIME OFF (CTO)

24.22. An employee assigned by the County to perform overtime work beyond the workday, beyond the workweek, beyond the work period established in lieu of the forty (40) hour workweek, or beyond the sixth consecutive workday of a work period established in lieu of the forty (40) hour workweek, shall be compensated with overtime pay or compensatory time off (CTO) instead of cash on the following basis:

- A. A maximum of eighty (80) hours of compensatory time off (CTO) may be accumulated per calendar year by an employee and then taken in cash or in time off at the option of the employee.
- B. Once overtime accrues to eighty (80) hours in compensatory time off (CTO), all overtime will be paid in cash at overtime rates and compensatory time off will not accrue for the remainder of the calendar year.
- C. Also subject to these notice provisions, management may direct an employee to use any amount of compensatory time off (CTO) when management finds it appropriate for the employee to do so.

24.23. Overtime rate of compensation shall be equal to one and one-half (1½) times the employee's regular rate of pay for all such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. Compensated time off (CTO) for overtime shall accrue at the same rate.

24.24 An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement. Even if the request is made timely, Management has up to 30 days to schedule the CTO for the employee and not necessarily for the shifts desired by the employee. The taking of the CTO may not unduly disrupt the administration of the Department's duties. The foregoing is agreed between the parties to be consistent with the FLSA.

24.25. For the purpose of computing overtime compensation, the work period, workday, and workweek for part-time employees are the same as for full-time employees.

24.26. The time used by an employee in commuting to his/her residence in a county vehicle shall be outside of the employee's workday and shall not be compensated. If the employee is called out during the commute, the time spent working shall be at overtime rates but not as call-in time.

24.27. Overtime or call-in time shall not be earned for County court time expended during vacation or holiday leave. The employee called to court during vacation or holiday leave shall be paid at the straight time rate. An employee called to court on his/her regularly scheduled day off shall be paid at the overtime rate for the time spent at court.

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

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## SECTION 25

### HEALTH AND WELFARE BENEFITS

#### HEALTH INSURANCE- ELIGIBILITY

25.1 Every regular full-time and part time employee is eligible for health, dental and vision insurance in accordance with plan provisions on the first day of the month, following the month in which such employee begins his/her County employment.

#### PERS HEALTH BENEFITS

25.2 The County maintains a contract with PERS (PEHMCA) to make available PERS health benefits to covered full-time regular employees ("active members"), and retired covered employees who are annuitants of PERS ("covered retirees"). The County's contribution is set at the minimum monthly contribution required by PEHMCA Regulations. The 2017 minimum monthly Employer contribution is currently set at one hundred and twenty-eight dollars (\$128.00). Covered retirees shall include active members who retire, i.e., who become PERS annuitants directly upon leaving County employment after five (5) years of County service.

### CAFETERIA PLAN

25.3 Cafeteria Plan. In addition to the contribution for PERS health plan specified in 25.2 above, the County provides monthly contributions to the Cafeteria Plan to be utilized by employees for medical, dental and vision plan premiums. Full-time employees enrolled in one of the PERS Health Plan Programs will receive a monthly contribution to the Cafeteria Plan as provided below:

The monthly contribution to the Cafeteria Plan for employees who select the PORAC Plan or a less expensive plan shall be up to \$565.00 for employees with single coverage; \$1212.00 for employees with two-party coverage and \$1592.00 for employees with family coverage and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

The monthly contribution to the Cafeteria Plan for employees who select a more expensive plan than PORAC shall be up to \$581.00 for employees with single coverage; \$1309.00 for employees with two-party coverage and \$1796.00 for employees with family coverage the maximum rate, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

Employees who select health insurance may utilize the contribution in 25.2 PLUS the amounts contributed to the Cafeteria Plan listed above. Example: If the minimum PERS contribution is \$128 and the Cafeteria Plan contribution for single PORAC is \$565.00, then the employee has a total of \$693.00 to use for medical, dental and vision coverage.

### INCREASES TO THE CAFETERIA PLAN

25.4. Effective January 1, 2021, the County will increase the County's monthly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5.0%) increase in the PORAC rate. The monthly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5.0%) increase in the PORAC rate.

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

25.5. Employees may use remaining monies to upgrade the dental and vision plans but are not eligible to receive any money in excess of the premium amount. Part-time employees shall receive a contribution to the Cafeteria Plan in an amount equal to the proportion of hours regularly scheduled up to full time.

Any employee who waives medical insurance may receive four hundred dollars (\$400.00) per month in cash from the Cafeteria Plan.

25.6. Each active member shall direct the County Auditor to deduct from his/her paycheck any amount requested by the employee to be transmitted to PERS, in addition to the monthly amount specified above, or to another provider to pay for insurance benefit costs in excess of the monthly contribution to the Cafeteria Plan.

25.7. As a condition of continued County employment, every regular full-time employee covered by this Agreement, including, but not limited to, active members, shall have in effect at all times reasonable major medical/hospitalization insurance. Said coverage shall be through PERS, or from another comparable insurer. Regular full-time or part-time employees not covered by a PERS major medical/hospitalization insurance program shall be required to submit annually to the Human Resources Director, upon the County's request, evidence of having in effect such major medical/hospitalization insurance.

25.8. No insurance coverage contribution, or health benefit contribution, shall be made by the County for any employee for extra help, standby, or overtime service, or for any period of work not performed, except for any period which is a paid leave of absence.

#### PRE-TAX SALARY DEDUCTIONS

25.9. The County Auditor has implemented Section 125 of the Internal Revenue Code, allowing for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, etc., as desired by each employee. Employees are hereby warned that they forfeit pay which they authorize to be deducted which doesn't equal their expenditures for a particular benefit category.

25.10. Employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly hired employee shall have until the first day of the month, following the month in which he/she completes the sixty (60) days of regular service, in order to complete the enrollments required for insurance coverage. Thereafter, changes in the enrollments for all employees may be made by an employee only during the month of August; provided, however, that the Board of Supervisors may grant any employee permission to change his/her pay/insurance election, or the enrollments, following the employee's application to the Board through the County Administrative Officer for such permission.

#### DEFERRED COMPENSATION ANNUITY PROGRAM

25.11. Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. The County will match an employee's monthly contribution up to fifty dollars (\$50.00) per month to the Section 457 deferred compensation account for the same month. However, if the employee ceases such contributions, the County's contribution shall also cease.

25.12. At its sole discretion, the County may change Deferred Compensation Plans. The County will notify the Association one (1) month prior to the change.

#### DISABILITY INSURANCE

25.13. Every employee shall be eligible for the State Disability Insurance (SDI) Program, and all eligible employees, in all bargaining units, are eligible for benefits therefrom. The premiums for said State Disability Insurance (SDI) Program shall be deducted monthly by the County Auditor from employee's pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations. During the term of the agreement, SOA may notify County of the desire to withdraw from the SDI program and terminate employee contributions. At such time the County will contact SDI to initiate process.

25.14. Every employee shall be eligible for long-term disability benefits. The premiums for said long-term disability benefits shall be deducted monthly by the County Auditor from employee's pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

#### MILEAGE AND TRAVEL ALLOWANCES

25.15. Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore, as governed by the Amador County Policies & Procedures Manual. Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement, except that an employee who is called to work at his/her regular duty station shall not be eligible for mileage reimbursement.

25.16. If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee, or shall reimburse the employee for the documented actual cost of such meals, as governed by the Amador County Policies & Procedures Manual.

25.17. Other travel allowances shall be paid to employees for travel which is required by the County as governed by the Amador County Policies & Procedures Manual.

#### PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

25.18. All employees who are eligible to participate in the Public Employees Retirement System (PERS), as set forth in the contract between the County and PERS, shall participate therein according to said contract.

25.19. The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- a. The \$2.00 per month per employee PERS survivor benefit shall continue to be paid by the employee.
- b. Except as provided immediately below, PERS Classic Safety member employees shall pay nine percent (9.0%) of pensionable compensation toward the employee retirement contribution.

- c. All employees hired on or after January 1, 2013 who are subject to PEPRAs shall pay one-half of the normal cost (as adjusted by PERS from time to time) of the applicable PEPRAs plan in place as of January 1, 2013. In addition to the one-half of the normal cost, all PEPRAs Safety members will contribute an additional two percent (2.0%) of pensionable compensation toward the required employer PERS pension contribution and all PEPRAs Miscellaneous members will contribute an additional one percent (1.0%) of pensionable compensation toward the required employer PERS pension contribution. As soon as administratively feasible, but no later than June 1, 2021, the County shall initiate implementation of a CalPERS contract amendment (cost share agreement) to reflect a total PEPRAs Safety member contribution rate of one-half of the normal cost plus an additional two percent (2.0%) of pensionable compensation toward the required employer PERS pension contribution and a total PEPRAs Miscellaneous member contribution rate of one-half of the normal cost plus an additional one percent (1.0%) of pensionable compensation toward the required employer PERS pension contribution.
- d. All PERS Classic Safety member employees in the bargaining unit will contribute an additional two percent (2.0%) of pensionable compensation toward the required employer PERS pension contribution.

Effective upon Board of Supervisors adoption of this Agreement, Classic Safety Member employees agree to continue a cost share of an additional two percent (2.0%) of pensionable compensation toward the required employer PERS pension contribution for a total contribution of eleven percent (11.0%) to CalPERS. The employee member contribution is nine percent (9.0%) of pensionable compensation. As soon as administratively feasible, but no later than June 1, 2021, the County shall initiate implementation of a CalPERS contract amendment (cost share agreement) to reflect a total member contribution rate of eleven percent (11.0%) as described above.

- e. All PERS Classic Miscellaneous member employees will contribute an additional one percent (1.0%) of pensionable compensation toward the required employer PERS pension contribution.

Effective upon Board of Supervisors adoption of this Agreement, Classic Miscellaneous Member employees agree to continue a cost share of an additional one percent (1.0%) of pensionable compensation toward the required employer PERS pension contribution for a total contribution of eight percent (8.0%) to CalPERS. The employee member contribution is seven percent (7.0%) of pensionable compensation. As soon as administratively feasible, but no later than June 1, 2021, the County shall initiate implementation of a CalPERS contract amendment (cost share agreement) to reflect a member contribution rate of eight percent (8.0%) as described above.

#### PERS RISK-POOL PROVISIONS

25.20. The PERS retirement formula and optional benefits for safety employees shall be as follows:

- A. California Government Code Section 20965 (Credit for Unused Sick Leave);
- B. California Government Code Section 21022 (Public Service Credit for Periods of Layoff);
- C. California Government Code Section 21026 (Public Service Credit for Service Rendered to a Nonprofit Corporation);
- D. California Government Code Section 21536 (Local System Service Credit Included in Basic Death Benefits);
- E. California Government Code Section 21548 (Pre-retirement "Optional Settlement Two" Death Benefit);
- F. California Government Code Section 21362.2 (3% @ 50 Retirement formula) and California Government Code Section 20042 (One-Year Final Compensation) is provided for all employees hired prior to June 1, 2011.
- G. Employees hired on or after June 1, 2011 shall be covered by California Government Code Section 21363.1 (3% @ 55 Retirement formula) and California Government Code Section 20037 (Three Years Final Compensation).
- H. Employees hired on or after January 1, 2013 shall be subject to the applicable provisions of the Public Employee Pension Reform Act of 2013, (PEPRA) and related legislation. Employees hired on or after January 1, 2013 who are subject to PEPRA will be subject to the terms of that statute, including but not limited to the 2.7% at age 57 pension formula and three-year average for safety employees and the 2%@62 and three-year average for miscellaneous employees.

PERS PROVISIONS FOR MISCELLANEOUS EMPLOYEES

25.21. Retirement Formulas

- A. Employees hired prior to June 1, 2011 shall have the 2% @ 55 retirement formula with single highest year calculations.
- B. Employees hired on or after June 1, 2011 shall be covered by the 2% @ 60 retirement formula with three (3) highest years calculation.
- A. Employees hired on or after January 1, 2013 shall be subject to the applicable provisions of the Public Employee Pension Reform Act of 2013, and related legislation.

UNIFORM ALLOWANCE

25.22. A. Sheriff's Office. Any covered employee required to wear an Amador County Sheriff's Office uniform, while on duty, shall be paid a monthly allowance of seventy dollars (\$70.00) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the County. Non-uniformed personnel will not be eligible for any uniform allowance under this Agreement. In addition, the County shall provide new employees the necessary uniforms upon employment in lieu of the first year's uniform allowance.

In addition, thereto, any covered employee required to wear an Amador County Sheriff's Office uniform, while on duty, shall have said uniform repaired, or replaced, to the extent said uniform or part thereof, is torn or otherwise damaged while said employee is carrying out his/her duties of employment.

#### HEALTH EXAMINATIONS OR TESTS

25.23. If any health examination or test is required of any employee by the County, the County shall provide the required examination or test, cause such examination or test to be provided, or reimburse the employee for the reasonable cost of such examination or test. The County shall select the persons to provide the required examination or test. If the employee disagrees with the County's selection prior to submitting to the examination or test, the County shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona fide emergency.

#### Employee Wellness Program

25.24. The Employee Wellness Program provides up to one hundred (\$100.00) per year cost reimbursement to non-smoking employees who participate in an approved physical fitness program. Claims for cost reimbursement must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year.

#### EMPLOYEE ASSISTANCE PROGRAM (EAP)

25.25. In addition, the County and the Association shall implement the Employee Assistance Program (EAP), as governed by the Amador County Policies & Procedures Manual.

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#### SECTION 26

#### CLASSIFICATIONS AND WAGES

##### CLASSIFICATIONS

26.1. The base wage ranges in the attached Appendix B shall govern the base wage rates for all classes designated within that plan and schedule. Schedule B reflects a base wage rate increase of two percent (2.0%) of September 30, 2019 base wage rates, effective October 1, 2019

26.2. An employee occupying a position which is reclassified to a class with the same, or a higher, designated range shall receive the same salary treatment as any other employee being transferred or promoted. An employee occupying a position that is reclassified downward shall receive a Y-rate, if the employee is paid more than the maximum salary for the new class. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department, if they are qualified. They will also be given priority consideration for

vacancies in their old class in other departments. Any refusal of an offer in the old class will terminate the Y-rate.

26.3. Employees who occupy positions being reclassified will receive class seniority for the new class equal to one-half (1/2) the time that they have occupied their present class. An offsetting reduction in class seniority will be applied to their present class.

#### TEMPORARY ASSIGNMENTS

26.4. An employee assigned temporarily to work in a class with a higher designated range ("Temporary Range") than the range designated for such employee's regularly assigned class may, upon approval by the Board of Supervisors, be paid in accordance with the Temporary Range during the temporary assignment.

26.5. During that temporary assignment, the employee shall retain whatever step in the Temporary Range shall result in a wage increase.

26.6. An employee who believes that an Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a Temporary Range higher than the employee's Regular Range, and who is not receiving the temporary range, may request through the Agency/Department head, or his/her designee, that the employee be paid in accordance with the Temporary Range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall within five (5) working days, approve, or disapprove, the employee's request, and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee's being paid at the Temporary Range shall be sent to the Board of Supervisors for action.

26.7. If the Agency/Department Head, or his/her designee, disapproves the employee's request, the County Administrative Officer shall investigate the request and the Agency/Department Head's, or his/her designee's, decision, and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the employee shall receive the Temporary Range; and if not, the employee shall not receive the Temporary Range. As an alternative to paying at the temporary Range after the request is made, the Agency/Department Head, or his/her designee, may reduce the duties of the employee so as not to be required to pay the temporary range.

26.8. An employee, or an Agency/Department Head, or his/her designee, may appeal the decision of the County Administrative Officer to the Board of Supervisors, which decision shall be final.

26.9. When an employee is receiving the additional compensation provided for in the above Sections, such compensation shall be considered as a part of the base pay rate for purposes of overtime compensation.

#### PROMOTIONS

26.10. Any employee receiving a promotion shall receive a wage increase of at least five percent (5%) within the salary range for the new class, and shall receive a new step anniversary date.

## DEMOTIONS

26.11. An employee who is demoted shall be placed at the highest step within the range for the new class that provides at least a five percent (5%) reduction, unless the employee is subject to the provisions of outlined above. The employee shall receive a new step date based on the effective date of the demotion. An employee who has not passed an initial probationary period shall be placed at the entry step of the new class and receive a new date.

## WAGES

26.12. The wage schedule in the attached Appendix B, governing base wage rates, reflects a base wage rate increase of two percent (2.0%) of September 30, 2019 base wage rates, effective October 1, 2019 .

26.13. The dating and issuing of payroll warrants shall be on the last weekday of the month, which is not a holiday.

26.14. Subject to other applicable provisions of this Agreement, every full-time employee who is employed during an entire month, shall be paid a monthly salary equal to one hundred seventy-four (174) times the hourly wage scheduled range and step for such employee unless, during any such entire month of employment, he/she has had an unpaid leave of absence, or he/she has been suspended without pay, or unless, because of the lack of unused sick leave and/or annual leave, there are hours for which he/she does not receive full pay in accordance with the provisions of above, and instead receives only disability insurance benefits, and/or workers' compensation temporary disability indemnity.

26.15. Step advancement for a regular employee shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Section 19 above.

26.16. A regular employee hired, or promoted, at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment as a regular employee in his/her regularly assigned class. If such employee completes his/her first six (6) months of employment as a regular employee in his/her regular assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a regular employee hired or promoted at Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

26.17. A regular employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class. If such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a regular employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

26.18. Extra-help employees shall not be eligible for step advancement.

26.19. A period of suspension pursuant to Section 19 shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancements set forth in this Section, but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancement.

OTHER ADVANCEMENTS

26.20. Correctional Officers who are hired at Level I will automatically be advanced to Level II after two (2) continuous years of employment, provided that these covered employees meet all the qualifications and requirements of the Level II position.

LONGEVITY INCREASES

26.22. Permanent employees shall receive longevity wage increases on their base pay when they have completed ten (10), fifteen (15), and twenty (20) continuous years of regular and permanent County employment. At the completion of each of the benchmark years (i.e. 10, 15, or 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
10	2.500%*
15	5.063%*
20	7.700%*

\*These amounts do not stack or combine.

26.23 Special Compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

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SECTION 27

RECOMMENCEMENT OF NEGOTIATIONS

27.1. Either the Association, or the County, shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations not earlier than June 1, 2019, and not later than August 1, 2019.

27.2. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, 2019; provided, however, that neither the Association, nor the County, shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, 2019.

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SECTION 28

TERM, WITNESS, AND SIGNATORS

28.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on adoption by the Board of Supervisors and signing by its Chair, Sheriff, and Chief Probation Officer, and shall remain in effect through September 30, 2021. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, 2021, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

In witness whereof, this Agreement was ratified by a membership vote of the Association on.

28.2. In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on by Resolution No. \_\_\_\_\_.

COUNTY OF AMADOR, CALIFORNIA

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

By: \_\_\_\_\_  
Sheriff - Coroner

By: \_\_\_\_\_  
Chief Probation Officer

AMADOR COUNTY SHERIFF'S OFFICE ASSOCIATION

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

## APPENDIX A - DEFINITIONS

The definitions in this Section shall govern the construction of this Agreement and shall have the respective meanings given below unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.

Absenteeism. The unexcused non-attendance of an employee from his or her assigned workplace or duty.

Administration Level. This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management, rather than supervision or the performance of complex technical work in most non-professional areas, distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

Administrative Leave. Leave with pay and accrual of benefits, imposed at the direction of the County, upon an employee during the pendency of an investigation which may lead to disciplinary action against the employee, or when the employee appears unable to work, during which period the employee is not required to perform work, but is to remain available for recall to work upon short notice.

Age Discrimination in Employment Act (ADEA). A federal statute prohibiting employers with 20 or more employees from discriminating in employment against persons 40 years or older. Penalties for violating the ADEA include reinstatement with back pay and fringe benefits, plus reasonable attorney's fees.

Alternative Work Schedules. A change in the normal work schedule as defined in this Agreement.

Americans With Disabilities Act (ADA). A federal law passed in 1990 which makes it unlawful to discriminate in employment against people with disabilities. The Act defines disability and requires employers to "reasonably accommodate" both the mentally and physically disabled. The enforcement agency and procedures and penalties for violations are the same as those in Title VII of the Civil Rights Act of 1964.

Anniversary Date. The date upon which a regular employee becomes eligible for step advancement under the provisions of this Agreement.

Appraiser. One that estimates status, excellence, or potential.

Arbitration. The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

Back Pay. An amount of pay due a worker for periods prior to the current pay period. Back pay is usually a form of an award for lost wages given through a court ruling or as a result of arbitration, or a remedy for a payroll error.

Bargaining Unit. A group of employees recognized by an employer under the Meyers-Milas-Brown Act.

Benchmark. A standard job to which other jobs can be compared as being above, below, or comparable. A benchmark job frequently refers to a job or group of jobs used for making

pay comparisons in salary surveys, either within the organization or to comparable jobs outside the organization.

Bereavement Leave. Time taken off by an employee on account of the death of any member of his/her immediate family.

Call-Back Pay. Guaranteed pay for a set minimum number of hours when employees are called back to work when they weren't originally scheduled.

Catastrophic Destruction. An extreme misfortune to property owned or possessed by an employee.

Catastrophic Leave. Time used by an employee who has experienced an extreme misfortune.

Class. All positions which are sufficiently similar, as to (1) kind or subject matter of work, (2) level of difficulty and responsibility, and (3) qualification requirements of the work, that they can be given the same title and can be assigned to the same range.

Classification. The grouping of positions into classes.

Collective Bargaining. The meeting between an employer and employee representatives to confer in good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

Compensatory Time Off (CTO). Paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

Contract. An Agreement between two or more persons or entities which creates an obligation explained in the agreement. Contracts are the body of law governing the agreement process in business.

Corrective Action. This term applies to taking action to correct a behavioral or performance problem.

Cost-of-Living Adjustment (COLA). A change in rate of pay (usually an increase) resulting from changes in economic statistics, usually Bureau of Labor Standards cost-of-living index. Performance is not taken into account when considering pay changes to adjust for the cost of living.

County. The Board of Supervisors of the County of Amador or any employee holding a management position, or any person authorized by the Board of Supervisors or by any employee holding such management position to act in its/is/her behalf.

Deferred Compensation. Compensation payments that accrue for use at some point in the future. Most deferred compensation payments include contributions to pension fund annuities. They are usually not fully taxable until benefits begin.

Demotion. An action resulting in a downward change in classification to a class with a lower maximum salary.

Disability. Under disability non-discrimination law, a physical or mental impairment that substantially limits one or more of a person's major life activities. Under Workers' Compensation Law, can be a temporary or permanent injury.

Discharge. A separation of the employment relationship for reasons of violation of standards of conduct or safety regulations, unsatisfactory job performance, or any reason deemed to warrant separation must be made for just and sufficient cause.

Disciplinary Action. A negative personnel action taken by an employer or supervisor in response to an employee's actions which fail to meet standards.

Disciplinary Layoff. Disciplinary suspension from work, usually unpaid, for a specific number of days.

Discrimination. As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or group of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap, age, or veteran status. The term also includes the failure to remedy the effects of past discrimination .

Diversity. The characteristics or a workforce encompassing people from different countries, cultures, ages, socio-economic strata, genders, ancestries, and sexual orientation.

Documentation. Records, usually written, kept by employers as proof of actions taken in the workplace. Examples of documentation include performance appraisals and written warnings.

Drug-Free Workplace Act. A federal law enacted in 1988 which requires federal contractors to implement policies to assure the existence of a drug-free workplace. Among other requirements, the Act mandates employee notification statements, a drug-free awareness program, and notice to an agency of convictions. Violations could lead to debarment from future contracts for up to five (5) years.

Employee. Any person who has been hired by the County with the approval of the Board of Supervisors and who has assumed the tasks of a position.

Employee Assistance Program (EAP). A program provided by employers to help employees handle problems such as alcohol and drug abuse, or emotional disturbances.

Employee Wellness Program. A monetary program provided by employers to go towards

reimbursement for employee who participate in a physical fitness program approved by the County Administrative Officer, or designee.

Entry Level. This is normally a trainee level. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments, policies, and programs related to their work area. Initial job assignments require only limited previous work experience and background.

Equal Employment Opportunity. A doctrine requiring that applicants and employees not be discriminated against in employment on the basis of certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

Equal Employment Opportunity Commission (EEOC). The Commission was created by Title VII of the Civil Rights Act of 1964 to act as an enforcement agency of that Act. The Commission has two main purposes: (1) to end discrimination based on race, color, religion, age, sex, or national origin in hiring, promotion, firing, wages, testing, training, apprenticeships, and all other conditions of employment; and (2) to promote voluntary action programs by employers, unions, and community organizations to promote equal employment opportunities.

Ergonomics. The science of how the design of jobs, facilities, furniture, and equipment affect productivity and health.

Exempt. An employee classification designated by the Fair Labor Standards Act (FLSA). An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the FLSA. Executives, administrative employees, professional employees, and employees engaged in outside sales are classified as exempt from overtime pay requirements.

Exit Interview. A structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems.

Extra-help Employee. An employee limited to working less than 1,000 hours per fiscal year in a temporary, seasonal, on-call, part-time, or other capacity. Extra-help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous pay, or other benefits, incentives, and conditions of employment specifically provided for regular full-time or regular part-time employees except those mandated by state or federal law. Extra-help employees may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees do not have a probationary period or achieve permanent status.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for men and women in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

## Family

Immediate Family. Employee's parent, child, spouse/registered domestic partner and child of domestic partner.

Extended Family. Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.

Family and Medical Leave Act (FMLA) of 1993. Requires employers with 50 employees in a 75 mile-radius to offer those employees up

to 12 weeks of unpaid leave to care for a newborn or adopted child, or a seriously ill child, spouse, or parent, or the employee's own serious illness.

Flex Schedule. A scheduling plan that permits employees to choose their own working hours by scheduling around certain core hours in the middle of the day.

Full-Time. Employees scheduled to work over half the minimum number of hours per week (usually 40 hours).

Grievance. A complaint made by an employee expressing dissatisfaction or a feeling of personal injustice relating to his or her employment relationship.

Grievance Procedure. A mechanism of expressing dissatisfactions to management.

Handicapped Individual. Under federal law, an individual who (1) has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment. A handicap is substantially limiting if it is likely to cause difficulty in securing a job, retaining a job, or advancing in employment.

Illness. An unhealthy condition of the body or mind.

Incumbent. A person currently occupying a particular position.

Independent Contractor. A person hired to perform certain duties for a specified price and term. Generally, the person sets the hours of work, determines the methods of implementing the task, supplies his or her own "tools", and offers his or her services to other entities. The employer may not retain the right to direct how the independent contractor performs his/her duties.

Injury. The result of an act that damages or hurts.

Job Description. A summary of the most important features of a job, including the general nature of the work performed, specific task responsibilities, reporting relationships, and working conditions.

Journey Level. This is the highest, experienced working level class in most series. Many positions in various occupational groups are allocated to this level. Work performance requires the ability to make independent decisions and perform assignments without extensive supervision. Positions allocated to this level require previous knowledge and work experience in the assigned work area. Sometimes a journey level is identified by requiring that an incumbent possess a generally recognized certificate or license for the occupational area.

Knowledge, Skills, and Abilities. Common job specifications. Knowledge refers to acquired information necessary to do the job (for example, knowledge of basic math is necessary for an accountant to perform his or her job). Skills refers to acquired measurable behaviors, such as the ability to use a 10-key calculator. Abilities refers to the natural talents necessary for the job, such as the strength to lift 200 pounds.

Lateral Transfer. Transfer from a job classification to another of approximately equal level of duties and responsibilities in another department, implemented either at the request of the employee and/or the union or the County, upon mutual agreement of all parties.

Lay-Off. Employer-required call-off of employees due to lack of work. Layoffs can be either temporary or permanent.

Lead Worker. This classification is characterized by a combination of job assignments. Incumbents perform the full

range of journey specialist job assignments, while also providing some work direction, training, and coordination for other workers. While some work direction responsibilities are exercised, the emphasis of a position is still on performing regular work assignments. In most cases, there is only one lead worker in each division or department, depending upon the number of employees in that division or department.

Leave of Absence. Approved absence from duty, either with or without pay, authorized in accordance with the provisions of this Agreement. Paid leave of absence, for purposes of this Agreement, shall also include any period of eligibility for workers' compensation, temporary disability indemnity payments in accordance with the provisions of state, or federal law, or any period of eligibility for disability insurance payments.

Licensed Health Care Practitioner. (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner, physical therapist, podiatrist, optometrist, dentist, or psychologist licensed by the State of California and acting within the scope of his/her practice as defined by California state law; or (B) any other health care practitioner mutually agreed upon in writing by the County and the employee; provided, however, that either the County or the employee may terminate such Agreement by giving seven (7) days written notice to the other party.

Limited Term Employee. The limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. A limited term employee is used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and

skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall have no bumping rights and shall have no right to grieve or appeal the lay off decision.

Management Level. This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management rather than supervision or the performance of complex technical work distinguishes classes at this level. When supervisory responsibilities are present they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

Moral Turpitude. Conduct contrary to justice, honesty, modesty, or good morals.

New Employee Orientation. The guided introduction of new employees to their job, the work environment, and the culture of County government.

Non-Exempt. A term used to describe employees who are subject to the minimum wage and overtime standards of the Fair Labor Standards Act (FLSA), are paid for hours worked, and who must be paid one-and-one-half (1 ½) times their regular rate of pay for excess hours worked.

Occupational Disease/Illness. Condition or disease arising out of, and in the course of, employment.

Occupational Safety and Health Administration (OSHA). A federal agency created in 1970 to establish health and safety standards for the workplace and to ensure that all U.S. workers have a safe, healthy work

environment. The agency is vested with the power to inspect and issue citations to organizations which violate the safety standards encompassed in OSHA regulations.

Overtime. Time worked under assignment or consent by the County in excess of the workday or workweek or of the work period established in lieu of a forty (40) hour workweek, or time worked under assignment by the County during a standby period.

Part-Time. Employees scheduled to work less than a full-time work schedule (typically 40 hours per week).

Pay. Wages earned by, and payable to an employee or, for the purposes of determining paid status, disability insurance/workers' compensation temporary disability indemnity payments payable to an employee in accordance with the provisions of this Agreement, or in accordance with state and/or federal law.

Performance Appraisals. A system of review and appraisal of an individual's job performance as described in County policy. This system should influence an employee's job-related behaviors and when used constructively can help improve employee performance.

Position. A set of tasks, i.e., duties and responsibilities, assigned by the County to be performed by an employee, which has a title, classification, and job description.

Pregnancy Discrimination Act. A 1978 amendment to Title VII of the Civil Rights Act which prohibits sex discrimination based on pregnancy, child birth, or related medical conditions.

Probationary Period. A period of time commencing from the date of hire during which a new employee receives close supervision to perform the job. It is also a time

during which the new employee and the employer may appraise the appropriateness of retaining the employee for the position (usually for a period of six to eighteen months).

Professional Employee. Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical, and biological scientists.

Progressive Discipline. An approach to imposing disciplinary action in which a lesser penalty may be appropriate for an offense the first time it is committed and more severe penalties are imposed for committing the same or other offense again.

Promotion. An upward change in the wage of an employee as a result of the appointment of an employee to probationary status in a position within a class with a higher designated range of the class from which such employee was promoted.

Psychologist. A licensed psychologist with a doctoral degree in psychology and who either has at least two (2) years of clinical experience in a recognized health setting, or has met the standards of the national Register of Health Service Providers in Psychology. When treatment or evaluation for an illness or injury is provided by a psychologist, the County may require appropriate medical collaboration.

Qualified Handicapped Individual. Under the Rehabilitation Act of 1973, this term refers to a handicapped individual who is capable of performing a particular job with reasonable accommodation to his/her handicap.

Range. One of the numerically designated wage levels established by this Agreement.

Reasonable Accommodation. Changes in the job, the work place and/or terms or conditions of employment which will enable an individual to perform a particular job successfully. Reasonable accommodations are required for religious beliefs and for disabilities.

Reclassification. A change in classification of a position which change is not based on the merit of the individual employee or employees affected but is intended to obtain a more appropriate classification of the position.

Recruitment. The process of attracting, on a timely basis, a sufficient number of qualified candidates to apply for job openings within an organization.

Regular Full-time Employee. An employee occupying a full-time position on a full-time basis (approximately 2080 hours per year).

Regular Part-time Employee. An employee occupying a regular part-time position which is scheduled for work twenty (20) or more hours per week on a year-round basis.

Rest Period. A period during work time during which an employee is free from any requirement to perform work or to be available to perform work for the County.

Seniority. Status determined by the length of time an employee has worked for the County.

Class Seniority is time spent working within a single classification.

Departmental Seniority is time spent working within a single department.

Class Series Seniority is time spent by an employee within a classification series (e.g., Deputy Probation Officer I, II, III).

Accumulated Class Seniority means all consecutive time in one (1)

occupational series together with prior consecutive time in a different occupational series within the same department or agency; provided that the employee meets all the current requirements of the positions in the second occupational series.

Separation. Termination of the employment relationship for any reason. Includes resignation, release, death, retirement, reduction in force, or discharge. Whenever possible, employees shall give a minimum of two (2) weeks notice of the final separation date. No employee shall be allowed to extend their separation date by using vacation, holiday, compensatory time off (CTO), or sick leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

Sexual Harassment. Sexual conduct where submission to, or rejection of, such conduct affects terms or conditions of employment; that substantially interferes with an employee's ability to perform the job; or that creates a hostile work environment as described in County Policy.

Sick Leave. Time for which the employee is paid when he or she is not working due to illness or injury.

Specialist Level. Classes at this level are distinguished by such unique job assignments that require specialized background, job knowledge, and work experience. In most cases, incumbents will have detailed knowledge of a department's programs, procedures, and policies. In technical and professional occupational groups, special certificates and/or licenses will often be required.

Standby. A period during which an employee is not ordinarily required to perform work for the County, but is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is

provided in the event the employee is not called to perform work, with the regular rate of pay (including overtime, if applicable) for the period or periods the employee is required to work.

Step Advancement. An upward change in the wage of an employee based on time in grade by means of progression to the next step within the range.

Supervisor. An FLSA exempt individual with the employer's delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, discharge, discipline, or direct other employees – or effectively recommend such action.

Suspension Without Pay. Removal of an employee from his/her assigned position and from paid status, without pay, for a period of time during which the employee would otherwise be required to work, as a result of disciplinary action effected in accordance with the provisions of Section 19 of this Agreement.

Termination. An involuntary separation of the employment relationship for disciplinary reasons.

Title. The name given to a class.

Title VII of the Civil Rights Act of 1964. A section of the 1964 Civil Rights Act that prohibits employment discrimination on the basis of race, color, sex, religion, or national origin.

Transfer. A change to another position or class.

Undue Hardship. A term often used in discrimination laws as to why employers are unable to make reasonable accommodations for members of protected classes. An undue hardship is defined under the Americans With Disabilities Act (ADA) as an action requiring

significant difficulty or expense. Factors courts will consider in deciding whether reasonable accommodation would cause an undue hardship include: the cost of the accommodation, the employer's financial resources, and the type of business operation.

Vesting. A benefit plan provision that a participant will, after meeting certain requirements, retain a right to the benefits he or she has accrued (or some portion of them) and that the money will not be forfeited for any reason. Employee contributions are always fully vested. The Employee Retirement Income Security Act of 1974 (ERISA) specifies standards for vesting of employer contributions, and the Tax Reform Act of 1986 makes these even more stringent.

Workers' Compensation Insurance. Medical benefits and pay provided for employees who have had work-related accidents or for dependents of accident victims.

Y-Rate. The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

**APPENDIX B**  
**SHERIFF'S OFFICE ASSOCIATION**  
**CLASSIFICATIONS AND WAGES**  
**2% WAGE INCREASE**  
 Effective 09-22-2019

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
1830	Correctional Officer I	22.88	24.02	25.23	26.49	27.81	C
2081	Correctional Officer II	25.39	26.66	27.99	29.39	30.86	C
2186	Correctional Corporal	26.44	27.76	29.15	30.61	32.14	C
2500	Correctional Sergeant	29.58	31.06	32.61	34.24	35.95	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>MISCELLANEOUS POSITIONS</b>						
1258	Correction Assistant	17.16	18.02	18.92	19.86	20.86	C
1684	Dispatcher (Training)	21.42	22.49	23.62	24.80	26.04	C
1874	Dispatcher-EMD	23.32	24.49	25.71	27.00	28.35	C
1993	Dispatcher-Corporal	24.51	25.74	27.02	28.37	29.79	C
2243	Dispatcher-Supervising	27.01	28.36	29.78	31.27	32.83	C
1432	Probation Aide	18.90	19.85	20.84	21.88	22.97	C
1874	Property/Evidence Technician	23.32	24.49	25.71	27.00	28.35	C
1557	Transportation Officer	20.15	21.16	22.22	23.33	24.49	C

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

Under FLSA column

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

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



AMADOR COUNTY

**HUMAN RESOURCES DEPARTMENT**

• *Benefits*   • *Personnel*   • *Risk Management*  
(209) 223-6361   (209) 223-6456   (209) 223-6392

County Administration Center  
810 Court Street  
Jackson, California 95642  
Facsimile: (209) 223-6426  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: March 3, 2021

SUBJECT: Agenda Item for March 9, 2021 Board Agenda  
Sheriff's Office Association Side Letter MOU for 20/21

The Sheriff's Office Association (SOA) have tentatively ratified their Agreement between the County and SOA on February 17, 2021. Therefore, please adopt the resolution and authorize the Chairman to sign the Agreement between the County and SOA. The Agreement shall become effective on adoption by the Board of Supervisors and signing by its Chair, Sheriff, and Chief Probation Officer, and shall remain in effect through September 30, 2021. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, 2021, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

If Board does not adopt the resolution and authorize the Chairman to sign the Agreement, it will not be finalized and the terms and conditions agreed upon won't be implemented.

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: March 9, 2021

## **SUBJECT**

20-27 – 2020/2021 Road Repair Project at Camanche Road Contract Closure

## **Recommendation:**

Approve proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 2;  
Adopt resolution accepting the 2020/2021 Road Repair Project at Camanche Road as complete;  
Authorize Chairman to sign Agreement and Release of Claims.

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

Yes

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2021-03-09\\_20-27\\_Contract Closeout.pdf](#)
- [20-27 Resolution of Acceptance.doc](#)
- [CCO 02 Signed.pdf](#)
- [Revised Estimate Verification\\_Camanche Road Project\\_pp1.pdf](#)
- [Retention Invoice and Release.pdf](#)



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

PHONE: (209) 223-6429

FAX: (209) 223-6395

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

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

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

**MEMORANDUM**

**TO:** Board of Supervisors

**FROM:** Richard Vela, Director of Department of Transportation and Public Work 

**DATE:** March 09, 2021

**SUBJECT:** 20-27 – 2020/2021 Road Repair Project at Camanche Road  
Resolution of Acceptance  
Final Agreement and Release of Claims  
George Reed, Inc.

**CONTACT:** Mark Hopkins, (223-6248)

**Overview**

On December 17, 2020, George Reed, Inc. (Contractor) was granted substantial completion for the work, the 2020/2021 Road Repair Project at Camanche Road, commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

**Requested Actions**

1. Approve proposed Final Estimate and authorize Chairman to sign Contract Change Order No. 2;
2. Adopt resolution accepting the 2020/2021 Road Repair Project at Camanche Road as complete;
3. Authorize Chairman to sign Agreement and Release of Claims.

**Fiscal Impact**

The original Contract Amount was \$522,250.00. After Contract Change Order No. 1, the Contract Amount was increased to \$647,285.00. The final Contract Amount is \$675,052.89. The Engineers Estimate by the Department of Transportation and Public Works was \$699,100.00. The funding for the project is from the Community Funds. With the 2020/2021 Structural budget, the Department of Transportation and Public Works has funding to cover the overage if the Community Funds cannot. A final payment of \$61,234.29 will be made to Contractor upon approval, which includes the release of retention.

Attachments: Resolution of Acceptance  
Contract Change Order No. 2 and Proposed Final Estimate  
Agreement and Release of Claims

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

IN THE MATTER OF:

RESOLUTION ACCEPTING 2020/2021 ROAD)  
REPAIR PROJECT AT CAMANCHE ROAD )  
AS COMPLETE )

RESOLUTION NO. 21-XXX

WHEREAS, the contractor has completed construction of road section reconstruction, paving, striping, and reflective marker on Camanche Road in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by George Reed, Inc. for the 2020/2021 Road Repair Project at Camanche Road as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of March 2021, by the following vote:

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

NOES: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

**Contract Change Order NO. 2**

To: George Reed, Inc.

You were hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer.				
1	FI 01	Construction Area Signs		\$ -
2	FI 02	Traffic Control System		\$ -
3	FI 03	Job Site Management		\$ -
4	FI 04	Prepare Water Pollution Control Program		\$ -
5	FI 05	Clearing and Grubbing		\$ -
6	FI 06	Roadway Excavation		\$ -
7	FI 07	Subgrade Enhancement Geogrid		\$ -
8	FI 08	Class 2 Aggregate Base	INCREASE	\$ 4,701.42
9	FI 09	Hot Mix Asphalt (Type A)	INCREASE	\$ 18,780.04
10	FI 10	Cold plane Asphalt Concrete pavement		\$ -
11	FI 11	Class 1 Permeable Material		\$ -
12	FI 12	6" Perforated Plastic Pipe Underdrain		\$ -
13	FI 13	Adjust Frame and Cover to Grade		\$ -
14	FI 14	Pavement marker (Retroreflective)	INCREASE	\$ 70.00
15	FI 15	Paint Traffic Stripe (2-Coat)		\$ -
16	FI 16	Construction Staking		\$ -
17	FI 17	Mobilization	INCREASE	\$ 4,216.19
			<b>Total Cost:</b>	<b>INCREASE: \$ 27,767.65</b>

Original Contract: \$522,250.00  
 Revised Contract: \$647,285.24      Change Order Totals: \$ 27,767.65      New Contract Cost: Total \$675,052.89

By reason of the order the time of completion will be adjusted as follows: **Add No (0) Working Days**

Submitted by:	<u>Michael H. Hays</u>	Resident Engineer	Date: <u>2/16/21</u>
Approval Recommended:	<u>Michael Hays</u>	Project Manager	Date: <u>2/16/21</u>
Approved by:	<u>Richard Vel</u>	Director, Transportation	Date: <u>2/16/21</u>

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date: 3-3-21      Contractor: George Reed, Inc.

By: Rosie R. Martinez      Title: Rosie R. Martinez, Secretary/Treasurer

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

\_\_\_\_\_  
 Chair, Board of Supervisors

Camanche Road Project  
 Bid No. 20-27  
 County Project No. 356206

PERIOD ENDING 12/02/2020

Contractor: George Reed, Inc.

ITEM NO	DESCRIPTION	UNIT MEASURE	BID QUANTITY	QUANTITY TO DATE (1)	DELTA PERCENT	UNIT PRICE (2)	OVER/(UNDER) PAYMENT	TOTAL COST TO DATE (1)X(2)=
1	CONSTRUCTION AREA SIGNS	LS	1.00	1.00	0.0%	\$2,300.00	\$0.00	\$2,300.00
2	TRAFFIC CONTROL SYSTEM	LS	1.00	1.00	0.0%	\$10,000.00	\$0.00	\$10,000.00
3	JOB SITE MANAGEMENT	LS	1.00	1.00	0.0%	\$9,000.00	\$0.00	\$9,000.00
4	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00	1.00	0.0%	\$1,500.00	\$0.00	\$1,500.00
5	CLEARING AND GRUBBING	LS	1.00	1.00	0.0%	\$10,000.00	\$0.00	\$10,000.00
6	ROADWAY EXCAVATION	CY	2580.00	3870.00	50.0%	\$40.00	\$51,600.00	\$154,800.00
7	SUBGRADE ENHANCEMENT GEOGRID	SY	2500.00	6715.00	168.6%	\$7.00	\$29,505.00	\$47,005.00
8	CLASS 2 AGGREGATE BASE	CY	1910.00	2865.00	50.0%	\$46.00	\$43,930.00	\$131,790.00
9	HOT MIX ASPHALT (TYPE A)	TON	1940.00	1969.41	1.5%	\$87.00	\$2,558.67	\$171,338.67
10	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	350.00	350.00	0.0%	\$5.00	\$0.00	\$1,750.00
11	CLASS 1 PERMEABLE MATERIAL	CY	66.00	66.00	0.0%	\$153.00	\$0.00	\$10,098.00
12	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	670.00	670.00	0.0%	\$55.00	\$0.00	\$36,850.00
13	ADJUST FRAME AND COVER TO GRADE	EA	3.00	3.00	0.0%	\$500.00	\$0.00	\$1,500.00
14	PAVEMENT MARKER (RETROREFLECTIVE)	EA	340.00	354.00	4.1%	\$5.00	\$70.00	\$1,770.00
15	PAINT PAVEMENT MAKING (2-COAT)	SF	16070.00	14352.00	-10.7%	\$0.60	(\$1,030.80)	\$8,611.20
16	CONSTRUCTION STAKING	LS	1.00	1.00	0.0%	\$21,330.00	\$0.00	\$21,330.00
17	MOBILIZATION	LS	1.00	1.00	0.0%	\$29,240.00	\$0.00	\$29,240.00
ITEM SUBTOTAL								\$648,882.87

CCO's	AUTHORIZED EXTRA WORK	METHOD/UNIT	QUANTITY	% TO DATE	% Δ	UNIT PRICE	OVER/(UNDER)	TO DATE
2	Mobilization	LS	1.00	100%	100.0%	\$4,216.19	\$4,216.19	\$4,216.19
3	Shoulder Backing	LS	1.00	100%	100.0%	\$4,701.42	\$4,701.42	\$4,701.42
4	Remove and Replace AC to Unstable Subgrade	LS	1.00	100%	100.0%	\$18,780.04	\$18,780.04	\$18,780.04
CCO SUBTOTAL								\$27,697.65

	DEDUCTIONS	METHOD/UNIT	QUANTITY	% TO DATE	% Δ	UNIT PRICE	OVER/(UNDER)	TO DATE
1								
2								
DEDUCTION SUBTOTAL								\$0.00

Total Over/(Under) Payment \$126,632.87

TOTAL CONTRACT ITEM COSTS TO DATE	\$648,882.87
AUTHORIZED EXTRA WORK TO DATE	\$27,697.65
DEDUCTIONS TO DATE	\$ -
SUBTOTAL	\$ 676,580.52
5% RETENTION TO DATE	\$ (33,829.03)
PAYMENT TO DATE	\$ 642,751.49
CONTRACT ALLOTMENT	\$ 522,250.00
REMAINING BALANCE	\$ (120,501.49)
PERCENT COMPLETE	123.07%

**ATTACHMENT A**

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 23th day of February, 2021, by and between the County of Amador ("County"), and George Reed, Inc. ("Contractor"), whose place of business is 140 Empire Avenue, Modesto, CA, 95354.

RECITALS

A. On September 22, 2020, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of furnishing of all labor, materials, and equipment for the construction of hot mix asphalt paving, traffic handling, pavement delineation, and any additive work as specified, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$ <u>522,250.00</u>
Modified Contract Sum	\$ <u>647,285.00</u>
Payment to Date	\$ <u>615,346.23</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>61,234.29</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Sixty One Thousand Two Hundred Thirty Four Dollars and Twenty Nine Cents (\$61,234.29) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

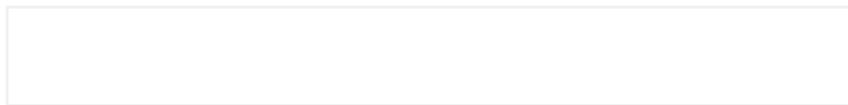
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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**[Insert information, including attachments if necessary]**

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,



actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

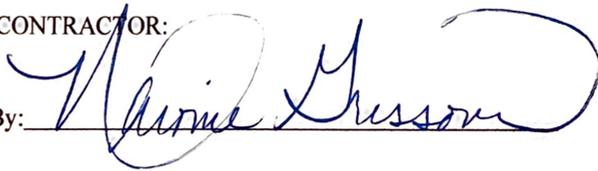
**\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\***

COUNTY OF AMADOR:

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

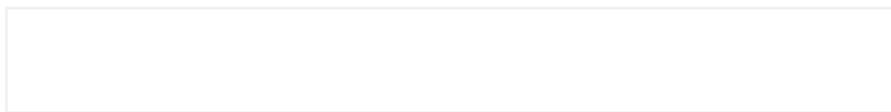
CONTRACTOR:

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



Name (please print): Naiome Grissom

Title: Office Manager



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: March 9, 2021

## **SUBJECT**

Adoption of a Resolution approving the Tax Transfer relative to the White Annexation to the City of Jackson (Project #330); and Adoption of a Resolution initiating annexation and approving the tax transfer relative to the reorganization of unincorporated parcels and portions of parcels surrounded by the City of Jackson (Project #331); and approval of an Agreement for Annexation to the City of Jackson for said Projects.

## **Recommendation:**

Approval

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

No

## **Distribution Instructions:**

Roseanne Chamberlain, LAFCO, Auditor, Tax Collector, Yvonne Kimball, City of Jackson

## **ATTACHMENTS**

- [RES 21-041 LAFCO Project 331 Tax Transfer.doc](#)
- [RES 21-036 LAFCO Project 330.doc](#)
- [030921 Draft Annexation tax agreement\\_Projects 330 and 331.docx](#)

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

IN THE MATTER OF:

RESOLUTION OF THE AMADOR COUNTY ) RESOLUTION NO. 21-041  
 BOARD OF SUPERVISORS INITIATING ANNEXATION )  
 AND APPROVING THE TAX TRANSFER RELATIVE TO )  
 THE REORGANIZATION OF UNINCORPORATED PARCELS )  
 AND PORTIONS OF PARCELS SURROUNDED BY THE )  
 CITY OF JACKSON )

WHEREAS, the County hereby requests that LAFCO initiate proceedings under Article 5, Division 3, part 3 of the Government Code, known as the Cortese-Knox-Hertzberg Act of 2000 for the reorganization of unincorporated parcels and portions of parcels fully or substantially surrounded by the City of Jackson. Concurrent detachment from Amador Resource Conservation District, Amador Fire Protection District and County Service Areas 5 and 6 is requested; and

WHEREAS, this annexation is proposed pursuant to LAFCO Project #331; and

WHEREAS, the purpose of the annexation is to establish a more orderly and logical boundary for the City of Jackson and to eliminate islands of unincorporated territory within the city; and

WHEREAS, all land proposed for reorganization is within the Sphere of Influence of the City of Jackson and include the following parcels; and

APN	TRA	Annexing Area	Total ACRES	OWNERSHIP
020-020-020-000	052-049	1.72	1.72	CITY OF JACKSON
020-070-028-501	002-033	.297 and .382	4.43	CITY OF JACKSON
020-090-004-000	052-049	0.404	0.66	GONZALEZ, TERESA DEAN REVOCABLE TRUST
020-140-014-000	002-033	0.1	0.17	MILLER, DAVID R. & DONNA J.
020-140-017-000	002-033	0.023	0.18	SWIFT FAMILY TRUST; SHERDEAN & DELORES
020-140-040-000	002-033	0.105	0.11	PITZER, WILLIAM & CORBIT J.
020-140-044-000	002-033	0.26	0.26	PITZER, WILLIAM & CORBIT J.
020-400-027-000	002-033	0.463	1.30	CITY OF JACKSON

(RESOLUTION NO. 21-041)

(03/09/21)

044-086-001-000	002-033	0.59	0.59	SCOTT, JEANNINE R. REVOCABLE TRUST
SUB TOTALS			9.42	

Acres shown a **0.00** are cad calculated.

WHEREAS, California Revenue and Taxation Code Section 99 stipulates that cities and counties must forge an agreement for transfer of taxes in newly annexed areas; and

WHEREAS, the City and County have negotiated and mutually agreed upon the amount of property tax to be shared between the City and County, upon annexation to the City of the above listed Assessor’s Parcel Numbers; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors directs the County Administrative Officer to complete any necessary filings or transmittals for this action; and

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby approve and adopt the amount of property tax to be transferred to the City for territory within the Island Cleanup annexation to the City of Jackson as 34.791% (65.209% to County) of the future increment with the County retaining 100% of the current base per the agreement in the attached Exhibit A.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of March, 2021, by the following vote:

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

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Deputy

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

IN THE MATTER OF:

RESOLUTION APPROVING THE TAX ) RESOLUTION NO. 21-036  
TRANSFER RELATIVE TO THE WHITE )  
ANNEXATION TO THE CITY OF JACKSON )

WHEREAS, an application by landowner, Anmaree White, has been properly submitted to the Amador County Local Formation Commission (LAFCO) for annexation of one parcel of land currently divided by the city limits and assigned separate parcel numbers (APN 020-032-005 & 020-032-006) to the City of Jackson and detachment from Amador Fire Protection District, Amador Resource Conservation District and County Service Areas 5 and 6; and

WHEREAS, this annexation is proposed pursuant to LAFCO Project #330; and

WHEREAS, California Revenue and Taxation Code Section 99 stipulates that cities and counties must forge an agreement for transfer of taxes in newly annexed areas; and

WHEREAS, the City and County have negotiated and mutually agreed upon the amount of property tax to be shared between the City and County, upon annexation to the City of the following Assessor’s Parcel Numbers: 020-032-005 & 020-032-006; and

THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby approve and adopt the amount of property tax to be transferred to the City for territory within the White annexation to the City of Jackson as 34.791% (65.209% to County) of the future increment with the County retaining 100% of the current base per the agreement in the attached Exhibit A.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of March, 2021, by the following vote:

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

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Deputy

(RESOLUTION NO. 21-036)

(03/09/2021)

**County of Amador and City of Jackson  
Agreement for Annexation to the City of Jackson, Projects #330 and 331 and  
Revenue Sharing Upon Annexation**

THIS AGREEMENT FOR REVENUE SHARING UPON ANNEXATION (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021 by and between the County of Amador, hereinafter referred to as “COUNTY”, and the City of Jackson, hereinafter referred to as “CITY.”

**PREAMBLE**

COUNTY and CITY acknowledge that both COUNTY and CITY have increasing service responsibilities with restrained revenue resources and that growth and development creates additional demands for local government services. COUNTY and CITY intend to continue to work cooperatively in addressing service needs and funding. In order to meet the statutory requirement that a Property Tax Allocation Agreement be in place in order for the Amador Local Agency Formation Commission (LAFCo) to consider annexations and detachments, and because of the identified need to share other revenue sources between COUNTY and CITY, this Agreement is hereby enacted.

**WITNESSETH**

**WHEREAS**, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

**WHEREAS**, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Sections 95 et seq.) provides for the allocation of property tax revenues; and

**WHEREAS**, COUNTY and CITY must have an agreement for the allocation of property tax revenues upon annexation; and

**WHEREAS**, CITY is processing applications properties on the South side of Jackson Gate Road just West of Raggio Road including an amendment to the Sphere of Influence and annexation of undeveloped property to clean up city limits to existing property lines.

**NOW, THEREFORE**, in consideration of the premises and the following terms and conditions, the parties hereto agree as follows:

1. **DEFINITIONS.** The words and phrases in this Agreement shall have the meanings set forth below:
  - A. “Annexation Property Tax Base” shall mean the Base Year sum of the ad valorem tax allocated to COUNTY within the area being annexed.
  - B. “Base Year” shall mean the assessed valuation applicable to the property and improvements within the area being annexed at completion of the annexation with the State Board of Equalization

- C. “Incremental Change” shall mean the total increase or decrease in the property tax base over the Base Year within the annexed area.
2. **PROPERTY TAX ALLOCATION.** For reorganization #330 and #331 (White-APN 020-032-005 and 020-032-006 and Island Cleanup APNs 020-020-020, 020-070-028-501, 020-090-004, 020-140-014, 020-140-017, 020-140-040, 020-140-044, 020-400-027, 044-086-001) involving CITY, COUNTY shall receive one hundred percent (100%) of the Annexation Property Tax Base, and Incremental Change shall be apportioned with two-thirds allocated to COUNTY and one-third to CITY; provided, however, that if it is economically infeasible for CITY to annex the property and to connect the annexation property to CITY services, then COUNTY and CITY shall meet and confer to determine if a portion of the Annexation Property Tax Base should be allocated to CITY.
3. **COUNTY FACILITIES FEE.** If development should occur on the property, the CITY shall require new development to pay the then-current COUNTY’s Facility Fee within the annexing area. COUNTY shall be responsible for maintenance of the COUNTY Facility Fee’s capital improvement plan (CIP) and associated nexus study. COUNTY shall defend, at its expense, including attorneys’ fees, indemnify, and hold harmless CITY, its agents, officers, and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the imposition or collection of the Facility Fee or otherwise seek reimbursement of the same.
4. **REOPENER UPON CHANGE IN ZONING.** In the event CITY rezones the Annexed Property, or any portion thereof, to allow commercial uses, CITY and COUNTY agree that this Agreement shall be reopened with respect to the appropriate sharing of sales tax revenue between the CITY and COUNTY. The triggering of this reopener provision shall not, however, be grounds for termination of this Agreement or modification of any of the other provisions set forth in this Agreement.
5. **PUBLIC SAFETY SERVICES.** City shall responsible for providing both Fire and Police services to the newly annexed areas now within their jurisdiction.
6. **ADDITIONAL PROVISIONS.**
- A. **Joint Review.** CITY and COUNTY may jointly review COUNTY property tax records from time to time or as requested by CITY to verify accurate distribution of property taxes under this Agreement.
- B. **Notices.** Any notice or communication required hereunder among COUNTY and CITY must be in writing, and may be given either personally, by electronic transmittal (with original forwarded by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by electronic transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party’s electronic equipment. Notices transmitted by electronic transmittal after 5:00 p.m. on a

normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the parties at their addresses set forth below:

COUNTY: County Administrative Officer  
810 Court Street  
Jackson, CA 95642  
Telephone: (209) 223-6490  
Facsimile: (209)

With a copy to: County Counsel  
810 Court Street  
Jackson, CA 95642  
Telephone: (209) 223-6366  
Facsimile: (209) 223-4286

CITY: City Manager  
33 Broadway  
Jackson, CA 95642  
Telephone: (209) 223-1646  
Facsimile: (209) 223-3141

With a copy to: City Attorney Joshua Nelson  
Best Best & Krieger, LLP  
500 Capitol Mall Suite 1700  
Sacramento, CA 95814  
Telephone: (916) 325-4000  
Facsimile: (916) 325-4010

Either party hereto may at any time, by giving ten (10) days written notice to the other party, designate any other address or facsimile number in substitution of the address or facsimile number to which such notice or communication shall be given.

- C. Severability. If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties.
- D. Further Assurances. Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party or parties the full and complete enjoyment of its rights and privileges hereunder.

- E. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.
- F. Usage. The singular includes the plural; the masculine gender includes the feminine, “shall” is mandatory; “may” is permissive.
- G. Governing Law. This Agreement shall be interpreted in accordance with California law.
- H. Entire Agreement. This Agreement represents the entire agreement between the parties with regard to its subject matter and supersedes all previous oral or written communications, agreements, or representations between the parties.
- I. Disputes. In the event of a dispute over the implementation or interpretation of this Agreement the party that believes a dispute exists shall provide written notice to the other party describing the dispute, suggesting a resolution of the dispute, and requesting a meeting to discuss the dispute and the proposed resolution. If the meeting does not resolve the dispute, the parties may agree to mediation with a jointly selected mediator. Each party shall pay one half the expense of the mediator and shall bear their own attorney’s fees and costs resulting from the mediation.
- J. Time. Time is of the essence of each and every provision hereof.
- K. Counterpart. This Agreement may be executed in one or more counterpart copies, binding each executing party as if said parties executed the same document.

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

**COUNTY OF AMADOR**

**CITY OF JACKSON**

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

By: \_\_\_\_\_  
Bob Stimpson, Mayor

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Greg Gillott, County Counsel

\_\_\_\_\_  
Joshua Nelson, City Attorney

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

**ATTEST:**  
Patti Ungaro, City Clerk, City of Jackson

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

By: \_\_\_\_\_  
City Clerk