

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

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.

TO PARTICIPATE REMOTELY CALL 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>

If all Board Members are present in person, public participation by Zoom is for convenience only. If the zoom feed is lost/hacked for any reason, the meeting may nevertheless go forward at the discretion of the Chair. The only assurance of live comments being received by the Board is to attend in person. The Chair will call the meeting to order and after Board input, will invite the public to comment in person and online.

REGULAR MEETING AGENDA

DATE: Tuesday, November 07, 2023
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 COUNTY COUNSEL: INITIATION OF LITIGATION-
{GOVERNMENT CODE 54956.9(D) (4)}**

- 1.a. One Case
Suggested Action: Discussion and possible action.

2. CONFIDENTIAL MINUTES:

- 2.a. Review and possible approval of the October 24, 2023 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 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).

3. REGULAR AGENDA:

- 3.a. Administrative Agency: Presentation and adoption of a resolution celebrating and raising awareness for National Adoption Day and children in foster care in Amador County.
Suggested Action: Adopt the Resolution.
[National Adoption Day 2023.pdf](#)
[RES 23-0XX National Adoption Day 2023.doc](#)
- 3.b. Presentation and update on the Meals on Wheels program by Chris Kalton, Executive Director of the Amador Senior Center
Suggested Action: Accept the report and direct staff to release the \$30,000 currently in the budget to the Amador Senior Center
[ASC - Meals on Wheels \(4\).pptx](#)
- 3.c. Environmental Health: Update on the microenterprise home kitchen operations (MEHKO) pilot program and options on renewal.
Suggested Action: Pleasure of the Board. Staff is not aware of any complaints relative to the operation of these kitchens. Staff would support an expansion of the number of permits issued from 2 to three or four.
[MEHKO Memo to BOS October 2023 initialed.pdf](#)
[Ordinance No. 1824.pdf](#)
- 3.d. Code Enforcement: Discussion and possible action relative to adding the re-establishment of the countywide abandoned vehicle abatement fee of \$1.00 per registered vehicle to the March Presidential Primary OR the November 2024 ballot.
Suggested Action: Selection of March or November Election.
[AVA_Memo.pdf](#)
- 3.e. Resolution Authorizing the Waste Management Department to submit The SB 1383 Local Assistance Grant Application (2nd Round)
Suggested Action: Approve the attached Resolution authorizing the Waste Management Department to submit the 2023 SB 1383 Local Assistance Grant Application.
[AC BOS Agenda Packet for SB 1383 Grant Application 11.07.23 .pdf](#)
- 3.f. Review and possible approval of the October 24, 2023 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.

4. 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).

- 4.a. Emergency Medical Care Committee (EMCC): Approval of appointment of Officer Ryan Baldwin to fill the Police seat as a primary member to the subject committee, appointment Amador County Sheriff's (ACSO) Office Regular Member Jeffrey Bellotti, Office of Emergency Services Regular Member Matthew Girton and Alternate Member Diana

Evensen, County Public Health - Tracy Dehn as Primary Member, Lindsey Clark as Alternate Member and Sutter Health Emergency Department Alternate Member - Amber Watson and approval of the reappointments of Alan McNany, Michelle Tyer, David Beffa, M.D., and Todd Thibodeau to the subject committee for a term of three years set to expire on November 6, 2026.

Suggested Action: Approve the appointment and reappointments.

[EMCC Application - Ryan Baldwin.pdf](#)

[EMCC Application - Jeffrey Bellotti.pdf](#)

[EMCC Application - Matt Girton.pdf](#)

[EMCC Application - Diana Evensen.pdf](#)

[EMCC Application - Lindsey Clark.pdf](#)

[EMCC Application - Tracy Dehn.pdf](#)

[EMCC Application - Amber Watson.pdf](#)

- 4.b. Surveying Department-request to set the date for a public hearing for a pedestrian and equestrian trail abandonment. Said pedestrian and equestrian trail is being vacated in relation to a Boundary Line Adjustment as requested by Andre P. Andrade, James E. Martin and Mary K. Martin, and Sammy Vassey and Susan Vassey. The property is located along Quiver Drive off Zumi Court in Lake Camanche Village Unit 6 as recorded in Book 3 of Subdivision Maps at Page 53. APNs 003-771-001 and 003-460-029.

Suggested Action: Please adopt the Resolution of Intention, set the hearing date, and send the notices

[Andrade Assessor Map.pdf](#)

[003S053.pdf](#)

[003S054.pdf](#)

[003S055.pdf](#)

[003S060.pdf](#)

[003S060highlighted.pdf](#)

[B_A_BLA_2023-003.pdf](#)

[ROI Andrade PET abandonment.doc](#)

[ROI Andrade PUE abandonment.doc](#)

- 4.c. Social Services: 2nd Amendment to CalWORKS Housing Support Agreement
Suggested Action: Review and approve 2nd Amendment to agreement from November 10, 2020 to bring in line with fiscal year and incorporate fiscal year 2023/2024 budget.

[Memo HSP contract 2nd amendment.docx](#)

[2nd Amendment ext. to 6.30.24 and value.doc](#)

[Amador HSP- FY 23-24 Final-1.docx](#)

- 4.d. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000, or approval of P19 base year value transfer being decreased over \$150,000.

Suggested Action: Approve

[Roll Corrections.pdf](#)

- 4.e. Building Department: Agreement to Limit Use of Agricultural Structure for AG234244 - Davis & Poppen

Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".

[AG234244.Notorized Agreement.pdf](#)

[AG234244.Resolution.docx](#)

- 4.f. Administrative Agency: Approval of a Fee Deferral Agreement between the County of Amador and Victory Village, Inc., a California nonprofit corporation.
Suggested Action: Approve the agreement.
[Fee Deferral Agreement.pdf](#)
- 4.g. Code Enforcement: Approval of the revised SB296 Code Enforcement Officer Guideline and Procedures to include verbiage for a body cam to assist in transparency, accountability and evidentiary evidence should the Code Enforcement Officer need to use their control devices.
Suggested Action: Approval
[Code Enforcement Safety Policy](#)
- 4.h. Amador Fire Protection District: Approve Resolution of Intention to annex territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador State of California (Annexation #15)
Suggested Action: Approve Resolution and set Public Hearing for December 19th, 2023.
[Resolution of Intention Annexation No15.pdf](#)
[ROI_Exhibit A_No15_Maps.pdf](#)
- 4.i. General Services Administration: Dispense with the formal bidding procedures for the purchase of Rubrik Complete Edition Software and Support to use by IT for backing up the system.
Suggested Action: 1) Dispense with the formal bidding procedures and; 2) Authorize the Purchasing Agent to facilitate the purchase in the amount not to exceed \$60,486.85 for the purchase of Rubrik Complete Edition Software and Support.
[MEMO Dispense with formal bidding IT 10.31.23.pdf](#)
[Signed Exemption.pdf](#)
[ePlus Quote.pdf](#)
[Participating Addendum.pdf](#)
- 4.j. Social Services: Transitional Housing Program, Round 5
Suggested Action: Review and approve the resolution to allow the Director of Social Services to accept the County allocation for Round 5 of the Transitional Housing Program funds.
[Memo-Transitional Housing Program Round 5 Funding.docx](#)
[THP-Round5 Resolution FY 23-24.docx](#)
- 4.k. Social Services: Child Welfare Case Review Agreement Amendment with CDSS
Suggested Action: Review and approve resolution for Standard Agreement STD 19-5081 A1 with revised Exhibit A and Standard Agreement Amendment.
[01. std 213a.pdf](#)
[02. contract exhibits.pdf](#)
[Memo Child Welfare Case Review QA CDSS Contract Amendment-1.docx](#)
[2023 Resolution A1 \(1\).docx](#)

ADJOURNMENT: UNTIL TUESDAY, NOVEMBER 21, 2023 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

One Case

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Review and possible approval of the October 24, 2023 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Administrative Agency: Presentation and adoption of a resolution celebrating and raising awareness for National Adoption Day and children in foster care in Amador County.

Recommendation:

Adopt the Resolution.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [National Adoption Day 2023.pdf](#)
- [RES 23-0XX National Adoption Day 2023.doc](#)



PROCLAMATION

WHEREAS, Amador County recognizes the importance of giving children safe, loving, and permanent families through adoption; and

WHEREAS: More than 113,000 children in the United States foster care system are waiting for permanent families; and

WHEREAS: There are children in Amador County who are waiting for permanent families; and

WHEREAS: The Superior Court of Amador County will open its doors on November 16, 2023 to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS: This effort, along with similar celebrations in all 50 states, will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of children through foster care adoption;

NOW, THEREFORE, I, _____[ELECTED OFFICIAL AND TITLE], by virtue of the authority vested in me, do hereby proclaim November 16, 2023, as ADOPTION DAY in Amador County, and in so doing, invite all citizens to join in a national effort to raise awareness about the importance of foster care adoption.

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

IN THE MATTER OF:

RESOLUTION PROCLAIMING NOVEMBER 16th, 2023) RESOLUTION NO. 23-0XX
AS ADOPTION DAY IN AMADOR COUNTY)

WHEREAS, Amador County Recognizes the importance of giving children safe, loving, and permanent families through adoption; and

WHEREAS, More than 113,000 children in the United States foster care system are waiting for permanent families; and

WHEREAS, There are children in Amador County who are waiting for permanent families; and

WHEREAS, The Superior Court of Amador County will open its doors on November 16, 2023 to finalize adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort, along with similar celebrations in all 50 states, will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of children through foster care adoption.

THEREFORE, BE IT RESOLVED, by the Amador County Board of Supervisors does hereby proclaim, that November 16th, 2023 be declared ‘National Adoption Day’ in Amador County, and in so doing, invite all citizens to join in a nation effort to raise awareness about the importance of foster care adoption.

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 7th day of November 2023, by the following vote:

AYES:
NOES:
ABSENT:

Jeffrey Brown, Chairman, Board of Supervisors

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

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: November 7, 2023

SUBJECT

Presentation and update on the Meals on Wheels program by Chris Kalton, Executive Director of the Amador Senior Center

Recommendation:

Accept the report and direct staff to release the \$30,000 currently in the budget to the Amador Senior Center

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget

ATTACHMENTS

- [ASC - Meals on Wheels \(4\).pptx](#)



AMADOR SENIOR CENTER



MEALS ON WHEELS AMERICA

MEALS ON WHEELS AMADOR COUNTY

- 232 Clients
- \$4.00-\$7.00 Contribution
- Hot meal delivered daily
 - Pet Support
 - Peer Visitor
- Welfare Check



MEALS ON WHEELS
AMADOR COUNTY

FY 2022-23

Q1 – 7,562 meals

FY 2023-24

Q1 – 9,191 meals



MEALS ON WHEELS
AMADOR COUNTY

FY 2022-23

Q1 – 212.5
volunteer hours

FY 2023-24

Q1 – 176.91
volunteer hours



MEALS ON WHEELS
AMADOR COUNTY

2022

28,273 meals

2023 (YTD)

31,018 meals



Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Environmental Health: Update on the microenterprise home kitchen operations (MEHKO) pilot program and options on renewal.

Recommendation:

Pleasure of the Board. Staff is not aware of any complaints relative to the operation of these kitchens. Staff would support an expansion of the number of permits issued from 2 to three or four.

4/5 vote required:

No

Distribution Instructions:

Environmental Health

ATTACHMENTS


- [MEHKO Memo to BOS October 2023 initialed.pdf](#)
- [Ordinance No. 1824.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL HEALTH DEPARTMENT

PHONE: (209) 223-6439
FAX: (209) 223-6254
WEBSITE: www.amadorgov.org
EMAIL: ACEH@amadorgov.org

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

Date: October 30, 2023
To: Amador County Board of Supervisors
From: Debra Larson, Director 
Amador County Environmental Health Department
**RE: PILOT PROGRAM ENDING FOR MICROENTERPRISE HOME KITCHEN OPERATIONS;
AMADOR COUNTY CODE 7.44**

The following is repeated from the original introductory memo, dated February 8, 2022, to the Board of Supervisors detailing Assembly Bill 626. AB 626 allows for a new category of food facility, Microenterprise Home Kitchen (MEHKO), that operates from a residence:

The following is intended to introduce the Amador County Board of Supervisors to Microenterprise Home Kitchen Operations.

The California Retail Food Code (Cal Code), establishes uniform health and sanitation standards for the regulation of retail food operations to prevent foodborne illness. Cal Code defines a food facility as an operation that stores, prepares, serves, sells, or otherwise provides food for human consumption at the retail level, and includes restaurants, mobile food trucks, grocery stores, delis, food carts, schools, and cottage food operations. The Amador County Environmental Health Department (Department) is the local enforcement agency for Cal Code in Amador County, including within the 5 incorporated cities. The Department implements a food program that includes inspections of more than 329 food facilities at least annually, focusing on compliance with Cal Code and reviewing food handling practices to protect the public's health and prevent the incidence of foodborne illness.

Prior to 2012, California required food sold to consumers be made at inspected commercial kitchens. In 2013, the California Homemade Food Act allowed certain low-risk food products not requiring refrigeration, such as bread, pie, fruit jam, and dried food, to be made in private home kitchens and sold as a fully packaged and labeled product to consumers. These operations, commonly known as cottage food operations, provide an opportunity for home cooks to start a small business.

In 2019, the enactment of Assembly Bill 626, expanded the opportunity for home cooks to operate a small business. This law established a microenterprise home kitchen operation (MEHKO) as a new type of food service facility in Cal Code. Once authorized, MEHKO home cooks can prepare and sell a wide range of foods in a home kitchen (like a mini restaurant), including foods that require time and temperature control in order to prevent bacteria growth, such as meat, fish, poultry, and dairy products.

MEHKOs cannot operate or be permitted until authorization is granted by the governing body of the local enforcement agency. The Amador County Board of Supervisors (Board), as the governing body of the Environmental Health Department, has the authority to authorize a local MEHKO program for the

entire County. If approved, the Board would be authorizing MEHKOs for both the unincorporated Amador communities and five incorporated cities. Furthermore, a MEHKO would become a permitted use of a residential property for zoning purposes and does not constitute a change of occupancy.

So what are the Key Requirements for MEHKOS under Cal Code?

If authorized, MEHKOs would be required to obtain an operating permit from the Environmental Health Department and will be subject to the requirements established in Cal Code. Such requirements and restrictions include:

- The operation must be conducted by a resident of a private home or apartment*
- Food must be prepared and served on the same day*
- A MEHKO may serve a maximum of 30 meals/per day and 60 meals per/week*
- A MEHKO must sell directly to consumers for onsite dining, delivery, or take-out*
- This operation would be limited to one full time employee, not including a family or household member*
- This operation would be limited to a maximum of \$50,000 gross annual sales, adjusted for inflation*
- The operator must pass a food safety exam*

It is important to point out that Cal Code exempts MEHKOs from specific standards normally required for a food facility, primarily to accommodate the differences between a home kitchen and a commercial kitchen. While there are a number of potential benefits to authorizing MEHKOs to operate in Amador County, there are also a number of concerns to consider, including but not limited to traffic, parking, noise, fire, impacts of oil and grease on private septic systems and public sewer systems, the serving of alcohol, the challenge of enforcing safe food handling in private homes, and, for MEHKOs supplied by private wells, ensuring potable water.

What is Next?

The Environmental Health Department welcomes questions, as well as direction, from the Board. The Board could request Department staff to return at a later date with an ordinance or resolution authorizing MEHKOS in Amador County consistent with CAL CODE. Staff would, during the ordinance drafting process, garner feedback (to be shared with the Board) from both the unincorporated areas of our community and the five incorporated cities, as well as local business organizations and the public. Alternatively, the Board could maintain the status quo and refrain from opting in at this time, or direct staff to draft a resolution opting out of the MEHKO provisions.

The Amador County Environmental Health Department thanks the Board for its time in considering this matter.

At issue

The pilot program for MEHKOs ends on December 14, 2024 per ACOC 7.44.080 - 18 months after the initial June 14, 2022 approval. The pilot program authorized two MEHKO facilities only.

The Environmental Health Department welcomes input and questions from the Board in order to evaluate the extension and possible expansion of the MEHKO program.

BOARD OF SUPERVISORS, COUNTY OF AMADOR, STATE OF CALIFORNIA

ORDINANCE NO. 1824

**AN ORDINANCE OF THE COUNTY OF AMADOR REGULATING
MICROENTERPRISE HOME KITCHEN OPERATIONS AND INCORPORATING BY
REFERENCE HEALTH AND SAFETY CODE SECTIONS 113789, 113825, 114367,
114367.1 – 114367.6, AND 114390**

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

SECTION I. Chapter 7.44 is hereby added to Title 7 of the Amador County Code as follows:

7.44.010 Purpose and applicability.

The purpose of this ordinance is to implement, and incorporate by reference, the California Retail Food Code (CRFC) as it applies to Microenterprise Home Kitchen Operations (MEHKOs) codified as California Health and Safety Code (HSC) Sections 113789, 113825, 114367, 114367.1 - 114367.6, and 114390. The requirements of this ordinance are applicable County-wide. MEHKOs are subject to applicable requirements of the CRFC, unless specifically exempted under State law. In case of any inconsistency between a provision of this chapter and an applicable provision of the CRFC, the CRFC provision takes precedence.

7.44.020 Definitions.

- A. "CRFC" means the California Retail Food Code, which is codified in the California Health and Safety Code.
- B. "Department" means the Amador County Environmental Health Department.
- C. "Director" means the Director of the Amador County Environmental Health Department and any person appointed by the Director to enforce or administer this chapter.
- D. "HSC" means California Health and Safety Code
- E. "MEHKO" means "Microenterprise Home Kitchen Operation" as defined in HSC Section 113825.
- F. "MEHKO Operator" means the resident of the private home who holds the permit for the MEHKO and is responsible for the operation.
- G. "Permitted Area" means a private home kitchen described and authorized in the permit for the MEHKO, the on-site consumer eating area, toilet room, janitorial or cleaning facilities, refuse

storage area, and attached rooms within the home that are used exclusively for food, utensil and equipment storage. Detached accessory buildings, including garages, and sleeping quarters, enclosed patios or second units are not included as a Permitted Area.

H. "Potable Water" is as defined in CRFC 113869, and means water that complies with the standards for transient noncommunity water systems pursuant to the California Safe Drinking Water Act, commencing with HSC 116270 to the extent permitted by federal law.

I. "Resident of a Private Home" means an individual who resides in the private home when not elsewhere for labor or other special and temporary purposes.

7.44.030 MEHKO facility permit requirements.

A. No person shall operate a MEHKO without a valid permit issued by the Department. Application for a permit must be made on a form or forms provided by the Department, and the applicable permit fees set out in this ordinance must be paid.

B. The permit application for any MEHKO permit shall, in compliance with CRFC Section 114367.2(c), require a list of the equipment and standard operating procedures the MEHKO Operator proposes to use.

C. A MEHKO permit is not transferrable. The owner of the property, if different from the MEHKO Operator, must provide written consent for the MEHKO, prior to the issuance of a permit from this Department.

D. MEHKO permits may be modified, suspended, or revoked as provided in the CRFC.

E. The MEHKO Operator shall comply with all nuisance ordinances applicable to the jurisdiction in which the operation is occurring.

F. The Department shall develop a form by which it will notify an incorporated city whenever a MEHKO is to be permitted within that respective jurisdiction.

7.44.040 Permit fees and plan check.

A. Department fees pertaining to MEHKOs are hereby established as follows:

1. Annual Permit - \$185. This fee covers annual inspections.
2. Plan Review - \$120. This fee covers one (1) hour to perform the initial plan check as well as to review proposed changes to an existing operation, a facility remodel, or a menu modification. A minimum of one (1) hour shall be collected at time of application. Any

additional time required for the plan review process may be billed out at 30-minute increments.

B. Unusual circumstances requiring additional staff time in excess of that budgeted for the annual inspection, shall require payment of additional fees to be levied by the department at the hourly rate of \$120, based on 30 minute increments, at the time the service is rendered. Such unusual circumstances include, but are not limited to, complaint investigations, re-inspections for violations, and technical assistance.

C. The fees listed in this section shall be valid until such time as the Amador County Environmental Health Department Master Fee Schedule (Fee Schedule) is revised to incorporate the new fees therein. Prior to incorporating these new fees into the Fee Schedule, a time/cost accounting study will be completed to ensure that the proposed fees are adequate and fair or adjusted accordingly. Once the Fee Schedule has been updated, the fees listed in this Section shall be void and the fees in the Fee Schedule shall be the valid fees. Any annual permit shall be valid until the end of the calendar year in which it is obtained.

7.44.050 Operational requirements and prohibitions applicable to MEHKO operators.

A. Consistent with, and in addition to, the operational requirements set forth in CRFC Section 114367, et seq., a MEHKO shall comply with all of the following:

1. The MEHKO Operator shall successfully pass an approved and accredited Manager's Food Safety Certification Examination, in compliance with CRFC Section 113947.1, and submit proof of certification with the permit application for a MEHKO operation.
2. Any person(s) participating in the MEHKO, other than the Operator, shall obtain a Food Handler card from an American National Standards Institute (ANSI) accredited training provider within ten (10) days of commencing such participation as specified in CRFC Section 113948.
3. All food storage within the permitted area shall comply with Chapter 4, Article 5 of the CRFC.
4. Only one MEHKO may operate per residence.
5. MEHKO Operators whose potable water supply comes from a private well shall demonstrate that water used for food operations, including dish washing, handwashing, and water used as an ingredient, meets potable drinking water standards. The Department is authorized with this ordinance to develop a policy for initial and ongoing water quality monitoring by MEHKOS.
6. When a MEHKO is proposed for a private residence with an on-site wastewater disposal system, the operator shall demonstrate the system is adequate to serve the addition of the

MEHKO operation. The Department is authorized with this ordinance to develop a policy for making this adequacy determination.

7.44.060 Inspections.

A. The Department shall inspect a MEHKO upon the initial application, as well as on an annual basis, or due to a consumer complaint, if there is reason to suspect that unsafe food has been produced, or there is another violation of this Ordinance. An inspection form provided by the Department shall be used for all inspections. An inspection will be conducted after reasonable advanced notice is given to the Resident of a Private Home and will include Permitted Areas and vehicles used for transporting food to or from a MEHKO. The Department may seek cost recovery, based on the hourly rate established by this ordinance if additional inspections or complaint investigations are required to ensure compliance with this Ordinance.

B. If the applicant refuses to allow an inspection, or is otherwise unable to allow an inspection within a reasonable time, permits may be denied, revoked, or placed on hold.

7.44.070 Enforcement

When a MEHKO is in violation of the CRFC, the Department may utilize the enforcement remedies set forth in CRFC Sections 114387, 114390, 114405, and 114409.

7.44.080 Pilot program extent and duration.

In order to ensure that the MEHKO program will be successful, a pilot program will begin as of the effective date of this ordinance.

1. The pilot program will consist of a maximum of two (2) permits in effect at any given time in Amador County.
2. A review of the pilot program by the Amador County Board of Supervisors will occur one year after the effective date of this ordinance.
3. The provisions of this chapter, and any permits issued pursuant to it, shall expire 18 months from the effective date of this ordinance, unless the program is extended or expanded by the Board.

7.44.090 Severability.

If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this Ordinance which can be given effect without the invalid

provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION II. The Board of Supervisors finds and declares that this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15061(b)(3) (“common sense exemption,” whereby there is no possibility the activity in question may have a significant effect on the environment). It is exempt pursuant to CEQA 15308 because it is a regulatory action taken by the County pursuant to its police power.

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

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 14th day of June 2022, by the following vote:

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

NOES: None

ABSENT: None


Richard M. Forster, Chairman, Board of Supervisors

ATTEST:

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


Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Code Enforcement

Meeting Date: November 7, 2023

SUBJECT

Code Enforcement: Discussion and possible action relative to adding the re-establishment of the countywide abandoned vehicle abatement fee of \$1.00 per registered vehicle to the March Presidential Primary OR the November 2024 ballot.

Recommendation:

Selection of March or November Election.

4/5 vote required:

No

Distribution Instructions:

Code Enforcement, Elections

ATTACHMENTS

- [AVA_Memo.pdf](#)



**ABANDONED VEHICLE
ABATEMENT SERVICE AUTHORITY**
COUNTY ADMINISTRATION CENTER

810 Court Street
Jackson, CA 95642-2132
Telephone: (209) 223-6565

MEMORANDUM

TO: Board of Supervisors

FROM: Michelle Gallaher, Code Enforcement Officer *MG*

DATE: October 31, 2023

SUBJECT: AVA Program- March Presidential Primary or November 2024 ballot

On 10/24/23, the Board of Supervisors had approved a new resolution to add a new measure on the next ballot for voter approval and to re-establish the countywide abandoned vehicle abatement fee of \$1.00 per register vehicle. Due to the Election Department's November deadline, Code Enforcement and the 5 cities (Sutter Creek, Plymouth, Ione, Jackson, and Amador City) worked hard to get the resolutions done and brought them before the Board of Supervisors for approval to be placed on the next ballot. The next ballot date is the March Presidential Primary.

The AVA Board would like to bring this back to the Board of Supervisors to decide which upcoming election would be best for the AVA Program to appear on. The Board has the option to stay with the current approve resolution to place it on the ballot for November 2024 or approve to change it to the March Presidential Primary ballot.

Please add to the November 7, 2023, Board of Supervisors agenda.

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: November 7, 2023

SUBJECT

Resolution Authorizing the Waste Management Department to submit The SB 1383 Local Assistance Grant Application (2nd Round)

Recommendation:

Approve the attached Resolution authorizing the Waste Management Department to submit the 2023 SB 1383 Local Assistance Grant Application.

4/5 vote required:

No

Distribution Instructions:

Auditor/County Counsel/Waste Management

ATTACHMENTS

- [AC BOS Agenda Packet for SB 1383 Grant Application 11.07.23 .pdf](#)




AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING

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

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

MEMORANDUM

TO: Board of Supervisors
FROM:  Jeff Gardner, Director of Solid Waste
DATE: November 7, 2023
SUBJECT: 2022/2023 SB 1383 Local Assistance Grant Application

BACKGROUND:

Amador County received the first round of the SB 1383 Local Assistance Grant funding in 2019. The County and each City were allocated approximately \$21,500. Amador County and the Cities all submitted a “Regional Application” with the County as the Lead Participant and the Cities as Non-lead Participants for a total of \$129,242. The Lead Participant is the applicant and is the grantee responsible for the performance of the grant and all required documentation. This grant term expires September 2, 2024, and there is approximately \$28,000 funding remaining.

CalRecycle has released the second round of the SB 1383 Local Assistance Grant funding. The SB 1383 Local Assistance Grant is a non-competitive grant program and will provide funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. Eligible applicants include cities, counties, cities and counties, Regional or Joint Power Authorities, and special districts directly responsible for solid waste collection. Each jurisdiction is allocated a base grant award of \$75,000 and the remaining funds will be distributed to eligible jurisdictions based on per capita calculations.

Amador County and its Cities each qualify for \$75,000. The Cities have again agreed to pool the money and submit a Regional Application for a total of \$450,000. The Amador Solid Waste Management Department would again be the Lead Participant and the cities will be non-lead Participants. The application is due November 15, 2023, Resolutions and Letters of Authorization are due December 20th, awards are anticipated in March 2024, and the grant term ends April 1, 2026. This non-competitive grant program provides funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383, including but not limited to:

- Capacity Planning
- Collection (as a rural county, Amador is not required to begin collection of organic waste until 1/1/27)
- Edible Food Recovery
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping

The new SB 1383 Local Assistance Grant Funds will be used to continue to implement SB 1383 requirements throughout the Cities and County of Amador. The County as the Lead Participant will continue to contract with a consultant, Mary Pitto, to assist the County and the Cities with implementation and compliance with the various requirements applicable to our jurisdictions. The County will again partner with the local food bank, the Interfaith

Food Bank, to ensure the edible food recovery program meets the requirements and enhance the edible food capacity throughout the Cities and County. The County will also partner with the UCCE Master Gardeners and the Mother Lode Land Trust (MLLT) to provide public education and backyard composting training and to create a community composting program at the MLLT community garden in Jackson and pilot smaller programs in various Cities and communities throughout the County. The Master Gardeners and the MLLT anticipate involving the FFA and Amador Scouts of America

Recommendation:

- Approve the attached Resolution authorizing the Solid Waste Management Department to submit the 2023 SB 1383 Local Assistance Grant Application.

Attachment(s)

Attachment 1 – Proposed SB 1383 Local Assistance Grant Budget

Attachment 2 - Resolution Authorizing Submittal of an SB 1383 Local Assistance Grant Program Regional Application as the Lead Participant, Related Authorizations and Identification of Participating Jurisdictions

Education and Outreach Subtotal		\$	48,000.00
Equipment (not related to Edible Food Recovery such as PPE, bins, lids, etc.)			
Purchase of backyard compost bins, kitchen compost pales.		\$	10,000.00
Purchase of 2023 John Doe/Kubota tractor with attachments for Mother Lode Land Trust to develop and operate a Community Compost site at the existing Community Garden in Jackson.		\$	31,500.00
Purchase of compost spreader, chipper/mulcher		\$	5,000.00
Purchase of parts for DIY "Earth Cubes," small community compost machines		\$	15,000.00
Equipment Subtotal:		\$	61,500.00
Personnel			
Consultant		\$	30,000.00
UCC Master Gardeners - backyard composting training, community training, and site visits.		\$	15,000.00
Mother Lode Land Trust - Pilot small scale community compost sites for cities and communities to be replicated.		\$	65,000.00
Personnel Subtotal:		\$	110,000.00
Procurement			
Procurement Subtotal:		\$	-
Record Keeping			
Administrative recordkeeping for each city (\$1,500) and county (\$3,000)		\$	10,500.00
Record Keeping Subtotal		\$	10,500.00
Upgrade/Expansion			
Development of Community Compost at Mother Lode Land Trust Community Garden including improving access to the organic waste drop-off area, road grading, some fencing and gate(s), construction or renovation of existing structures to house equipment and supplies, and construction of shaded areas for composting demonstrations and education.		\$	120,000.00
Upgrade/Expansion Subtotal		\$	120,000.00
Total Project Funds		\$	330,000.00

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

RESOLUTION AUTHORIZING SUBMITTAL OF A)	
SB 1383 LOCAL ASSISTANCE GRANT PROGRAM)	RESOLUTION NO. 23-XXX
REGIONAL APPLICATION AS THE LEAD)	
PARTICIPANT, RELATED AUTHORIZATIONS AND)	
IDENTIFICATION OF PARTICIPATING)	
JURISDICTIONS, FOR WHICH AMADOR COUNTY)	
IS ELIGIBLE)	

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, SB 1383 Local Assistance Grant Program allows regional grant projects; and

WHEREAS, CalRecycle grant application procedures require, among other things, a regional applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

THEREFORE, BE IT HEREBY RESOLVED that the that the Board of Supervisors of the County of Amador, State of California, authorizes Amador County Waste Management Department to submit a SB 1383 Local Assistance Grant Program regional application on behalf of itself as Lead Agency and the participating jurisdictions of Amador City, Ione, Jackson, Plymouth, and Sutter Creek; and

BE IT FURTHER RESOLVED that the County Administrative Officer and the Director of Solid Waste, or his/her designee, is hereby authorized and empowered to execute on behalf of the Amador County Waste Management Department all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

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 xx day of xxxx, 2023, by the following vote:

AYES:

NOES: None

ABSENT: None

Chairman, Board of Supervisors

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Review and possible approval of the October 24, 2023 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Emergency Medical Care Committee (EMCC): Approval of appointment of Officer Ryan Baldwin to fill the Police seat as a primary member to the subject committee, appointment Amador County Sheriff's (ACSO) Office Regular Member Jeffrey Bellotti, Office of Emergency Services Regular Member Matthew Girton and Alternate Member Diana Evensen, County Public Health - Tracy Dehn as Primary Member, Lindsey Clark as Alternate Member and Sutter Health Emergency Department Alternate Member - Amber Watson and approval of the reappointments of Alan McNany, Michelle Tyer, David Beffa, M.D., and Todd Thibodeau to the subject committee for a term of three years set to expire on November 6, 2026.

Recommendation:

Approve the appointment and reappointments.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [EMCC Application - Ryan Baldwin.pdf](#)
- [EMCC Application - Jeffrey Bellotti.pdf](#)
- [EMCC Application - Matt Girton.pdf](#)
- [EMCC Application - Diana Evensen.pdf](#)
- [EMCC Application - Lindsey Clark.pdf](#)
- [EMCC Application - Tracy Dehn.pdf](#)
- [EMCC Application - Amber Watson.pdf](#)

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

COMMITTEE MEMBER APPLICATION FORM

Date 10/31/2023

Please consider me for the following committee: AMADOR COUNTY EMERGENCY MEDICAL SERVICES
 MEDICAL CARE COMMITTEE

NAME: Ryan Baldwin	
Mailing Address: 18 Main Street, Sutter Creek	
Physical Address: 18 Main Street, Sutter Creek	
Business Address: 18 Main Street, Sutter Creek	
Telephone - Home:	Work: (209) 267-5646

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I have been a Police Officer with the City of Sutter Creek since July of 2021. Throughout my three years with the Sutter Creek Police Department I have responded to numerous critical incidents which required the assistance from my other law enforcement partners in Amador County. During everyone of these critical incidents there had been multiple other recourses that myself and my partners have requested to assist us with lifesaving efforts or critical investigations to keep the community safe. I have applied to be a part of this committee to assist as a representative from the Sutter Creek Police Department.

Signature _____

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

-FOR CLERKS USE ONLY-

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

COMMITTEE MEMBER APPLICATION FORM

Date 10/4/23

Please consider me for the following committee:

EMCC

NAME: JEFF BELLOTTE

Mailing Address: 700 COURT ST. JACKSON, CA 95642

Physical Address:

Business Address: 700 COURT ST JACKSON, CA 95642

Telephone - Home: 209-217-6370 Work: 209-223-6672

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

SHERIFF'S LIEUTENANT TAKING OVER FOR LT. JASON NAVARRE, AND LEAVING OES.

Signature 

*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 October 5, 2023

Please consider me for the following committee:

EMCC

NAME: Matt Girton
Mailing Address: 700 Court Street, Jackson, Ca 95642
Physical Address: 700 Court Street, Jackson, Ca 95642
Business Address: 700 Court Street, Jackson, Ca 95642
Telephone - Home: (209) 992-9282 Work: (209) 223-6384

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):
Office of Emergency Services Coordinator. (Primary Contact)

Signature 

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

-FOR CLERKS USE ONLY-

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

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

COMMITTEE MEMBER APPLICATION FORM

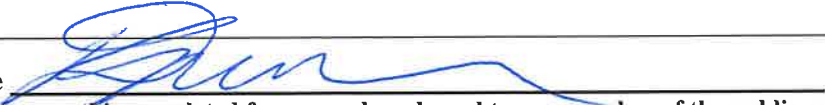
Date October 5, 2023

Please consider me for the following committee:

EMCC

NAME: Diana Evensen
Mailing Address: 700 Court Street, Jackson, Ca 95642
Physical Address: 700 Court Street, Jackson, Ca 95642
Business Address: 700 Court Street, Jackson, Ca 95642
Telephone - Home: _____ **Work:** (209) 223-6340

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):
Office of Emergency Services - Program Manager. (Alternate Representative)

Signature 

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

-FOR CLERKS USE ONLY-

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

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

COMMITTEE MEMBER APPLICATION FORM

Date 10/12/2023

Please consider me for the following committee:
EMCC - Alternate member representing Public Health

NAME: Lindsey Clark	
Mailing Address: 10877 Conductor Blvd. Suite 400, Sutter Creek, CA 95685	
Physical Address: Same	
Business Address: Same	
Telephone - Home:	Work: 209-223-6407
Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):	
I am a Program Manager at Amador Public Health and have been assigned to represent our	
department as an alternate to Tracy Dehn on this committee by our Director, Joanne Hasson.	

Signature *Lindsey Clark*

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

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

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

COMMITTEE MEMBER APPLICATION FORM

Date 10/12/2023

Please consider me for the following committee:
EMCC - Primary member representing Public Health

NAME: Tracy Dehn	
Mailing Address: 10877 Conductor Blvd. Suite 400, Sutter Creek, CA 95685	
Physical Address: Same	
Business Address: Same	
Telephone - Home:	Work: 209-223-6407
Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):	
Diana Evensen recently left Amador Public Health and will no longer represent	
Amador Public Health on this committee. I am the Outreach Specialist assigned to	
Emergency Preparedness in Amador Public Health and have been assigned to represent our	
department on this committee by our Director, Joanne Hasson.	

Signature 

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

-FOR CLERKS USE ONLY-

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

COMMITTEE MEMBER APPLICATION FORM

Date: 10/27/2023

Please consider me for the following committee:
 EMCC

NAME: Amber Watson

Mailing Address: 200 Mission Blvd, Jackson, CA 95642

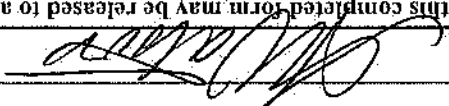
Physical Address: same

Business Address: same

Telephone - Home: (916) 337-5493
 Work: (209) 223-7555

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

Mobile Intensive Care Nursing Liaison
 for Sutter Amador Hospital/Emergency Dept.

Signature: 

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

-FOR CLERKS USE ONLY-

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

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: November 7, 2023

SUBJECT

Surveying Department-request to set the date for a public hearing for a pedestrian and equestrian trail abandonment. Said pedestrian and equestrian trail is being vacated in relation to a Boundary Line Adjustment as requested by Andre P. Andrade, James E. Martin and Mary K. Martin, and Sammy Vassey and Susan Vassey. The property is located along Quiver Drive off Zumi Court in Lake Camanche Village Unit 6 as recorded in Book 3 of Subdivision Maps at Page 53. APNs 003-771-001 and 003-460-029.

Recommendation:

Please adopt the Resolution of Intention, set the hearing date, and send the notices

4/5 vote required:

No

Distribution Instructions:

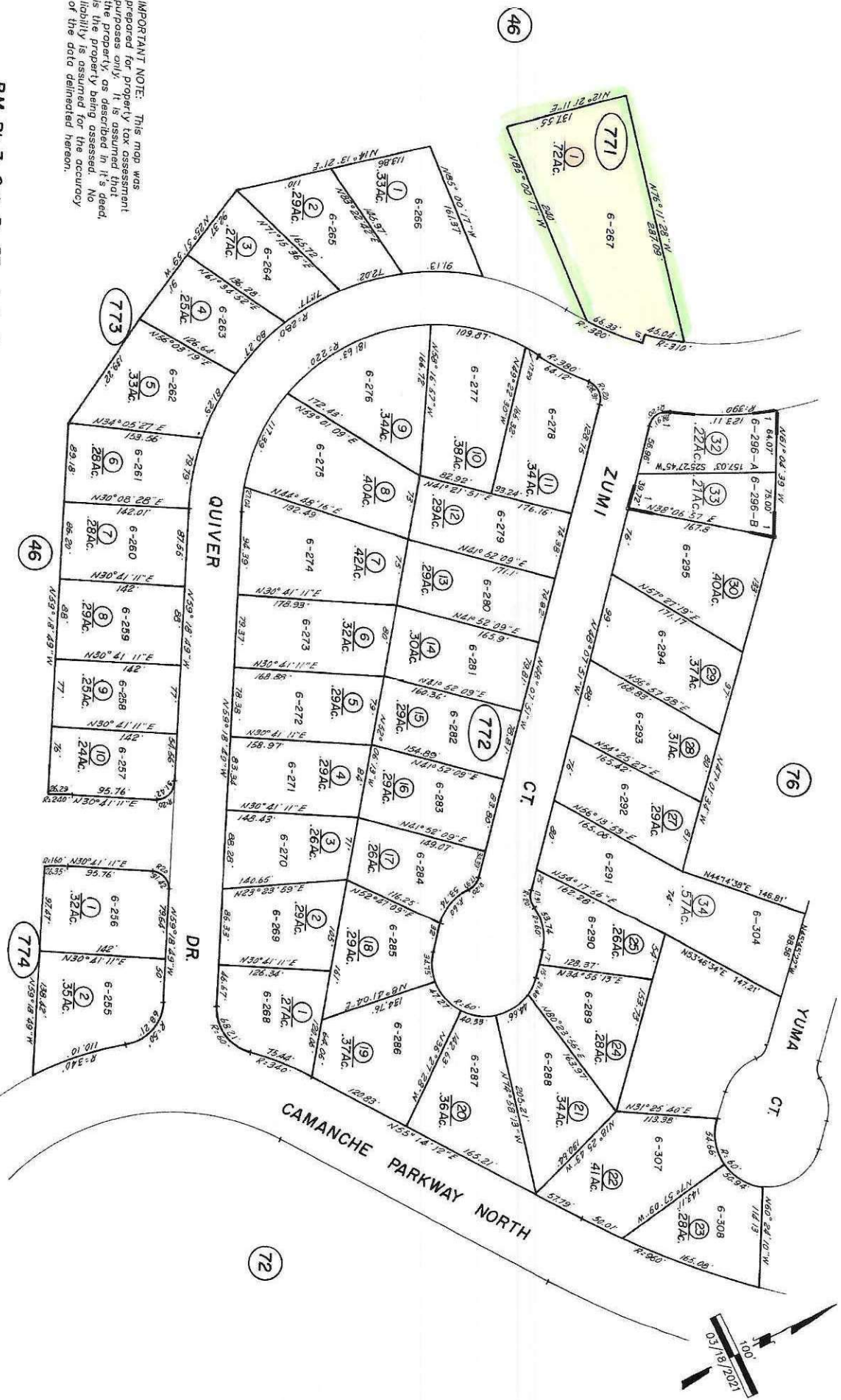
Surveying - one copy of resolution

ATTACHMENTS

- [Andrade Assessor Map.pdf](#)
- [003S053.pdf](#)
- [003S054.pdf](#)
- [003S055.pdf](#)
- [003S060.pdf](#)
- [003S060highlighted.pdf](#)
- [B_A_BLA_2023-003.pdf](#)
- [ROI Andrade PET abandonment.doc](#)
- [ROI Andrade PUE abandonment.doc](#)

POR. SEC. 35, T. 5N, R. 9E, M.D.B. & M.

3-77



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

R.M. Bk. 3, Sub. Pg. 53 - Lake Camanche Village Unit No. 6
 1 - P.M. Bk. 58, Pg. 45 - (12/29/05)

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

Assessor's Map Bk. 3, Pg. 77
 County of Amador, Calif.

POR. T.4N, R.9E, T.5N, R.9E, M.D.B.&M.

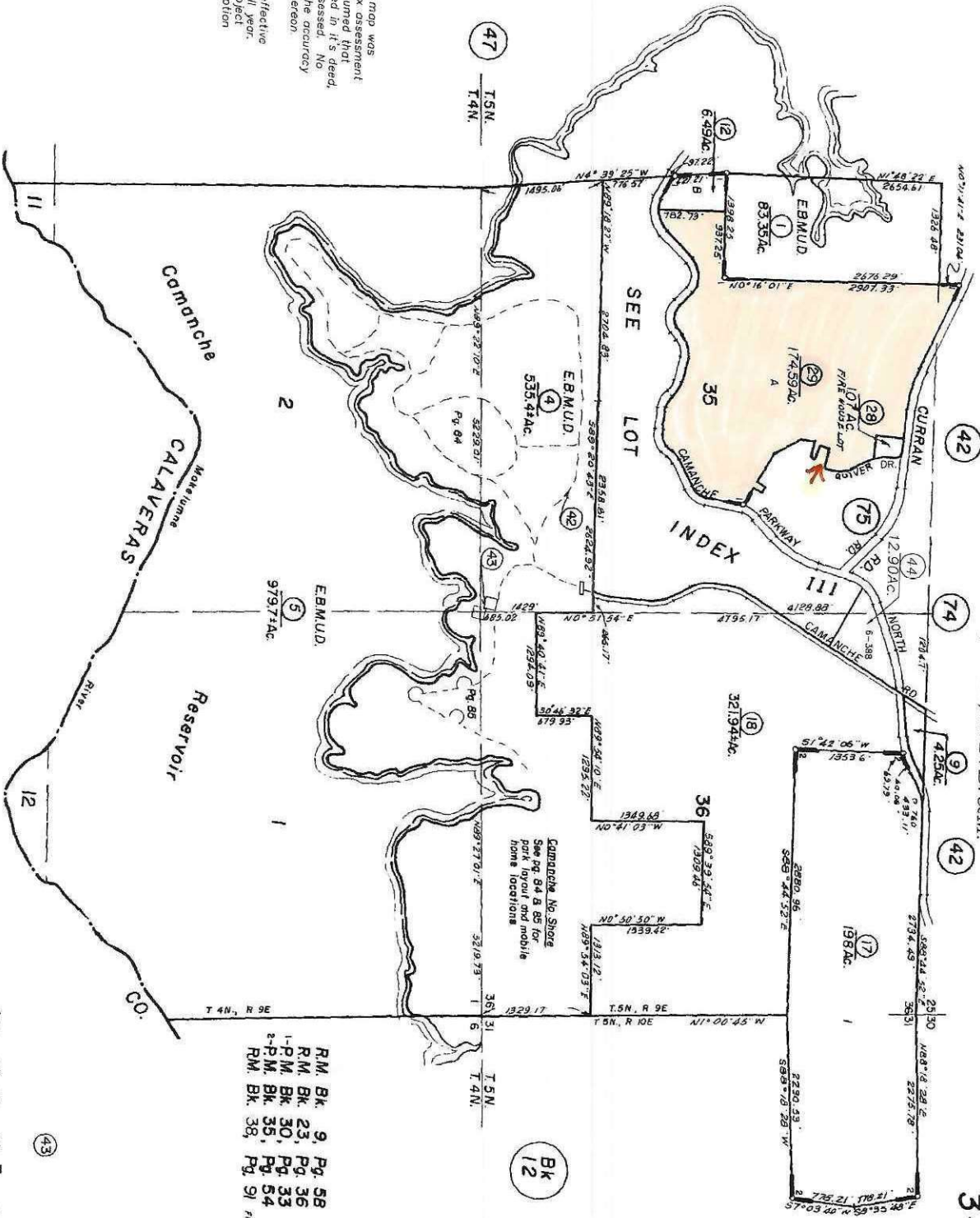
42

74

9

42

3-46



RM. Bk. 9 Pg. 58
 R.M. Bk. 23 Pg. 36
 1-PM. Bk. 30 Pg. 33
 2-PM. Bk. 35 Pg. 54
 RM. Bk. 38 Pg. 91 FIRE HOUSE LOT

Bk 12

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in its head, is the property being assessed. No liability is assumed for the accuracy of the data delineated herein.

Map changes become effective with the 2001-2002 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

Assessor's Map Bk. 3 , Pg. 46
 County of Amador, Calif.

LAKE CAMANCHE VILLAGE SUBDIVISION

UNIT NO. 6 A PORTION OF SECTIONS 26, 35 & 36 T.5N. R.9E. M.D.B.&M.

AMADOR COUNTY
NOVEMBER, 1970
SCALE: 1"=100'
(SHEET NO. 11 OF 200)
ENGINEERS:
HAIGHT AND WEATHERY
a Division of TELCO, INC.
P.O. BOX 817
SAN ANDREAS, CALIF. 95249
PHONE: 415-783-9300
209-754-3845

OWNER'S CERTIFICATE

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP OF LAKE CAMANCHE VILLAGE UNIT 6 AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE ROADS, DRIVES AND COURTS SHOWN HEREON, AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- (A) RIGHT OF WAY AND EASEMENTS FOR PUBLIC UTILITY PURPOSES; AND WATER, SEWER AND DRAINAGE PIPES TEN (10) FEET IN WIDTH ALONG THE SUBDIVISION BOUNDARIES AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE OF ALL SIDE LOT LINES AND REAR LOT LINES.
- (B) EASEMENT FOR GUYWIRES, ANCHORS AND UNDERGROUND PHONE LINES WITHIN THE FRONT SETBACK AREA.
- (C) EASEMENTS FOR DRAINAGE PURPOSES THROUGH ALL NATURAL DRAINAGE COURSES AND THOSE STRIPS OF LAND SHOWN HEREON AS DRAINAGE EASEMENTS.

(D) EASEMENTS FOR ROAD MAINTENANCE AND PROTECTION EXTENDING FIVE (5) FEET IN WIDTH OUTSIDE OF AND ADJACENT AND CONTIGUOUS TO THE TOE OF ALL FILL BANKS AND THE TOP OF ALL CUT BANKS OF THE ROAD IMPROVEMENTS WITHIN THIS SUBDIVISION AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES TO AMADOR COUNTY SERVICE AREA NO. 3, THE FOLLOWING:

- (E) EASEMENTS FOR PEDESTRIAN AND EQUESTRIAN PURPOSES SHOWN HEREON AS PEDESTRIAN AND EQUESTRIAN TRAILS.
- (F) EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES SHOWN HEREON AS EMERGENCY VEHICLE ACCESS EASEMENTS.

GREAT LAKES DEVELOPMENT CO. INC.

BY John Sparrow PRESIDENT

NOTARY'S CERTIFICATE

STATE OF CALIFORNIA
ON THIS 14th DAY OF October, 1970, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN SPARROW AND LOUIS B. MILLER, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE IN THIS CERTIFICATE WRITTEN.

BY John Sparrow PRESIDENT
BY Louis B. Miller SECRETARY

CERT. CORRECTION 494-OR -130

PERIMETER DESCRIPTION OF LAKE CAMANCHE VILLAGE UNIT 6 PARCEL 1

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, AND DESCRIBED WITH REFERENCE TO THE PUBLIC LAND SURVEYS AS FOLLOWS:

ALL THOSE PORTIONS OF SECTIONS 26, 35 AND 36, T.5N. R.9E., M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SAID SECTIONS 26, 35 AND 36, THENCE (1) ALONG THE NORTH LINE OF SAID SECTION 36, S 88° 44' 52" E., 204.69 FEET TO THE CENTER-LINE OF COUNTY ROAD NO. 90, THENCE (2) ALONG SAID CENTERLINE (A) S 25° 55' 08" W., 139.50 FEET, (B) S 33° 11' 08" W., 184.20 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258; THENCE (3) ALONG SAID NORTHERLY RIGHT-OF-WAY LINE (A) S 85° 08' 11" W., 17.64 FEET, (B) ALONG THE ARC OF A TANGENT 2040.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13° 22' 25", A DISTANCE OF 476.14 FEET, (C) TANGENT TO THE PRECEDING CURVE, S 71° 46' 48" W., 654.80 FEET, (D) ALONG THE ARC OF A TANGENT 540' 00" RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35° 29' 00", A DISTANCE OF 504.07 FEET, (E) TANGENT TO THE PRECEDING CURVE, S 17° 48' W., 55.70 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 88, THENCE (4) ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 88, (A) N 45° 45' 22" W., 581.52 FEET, (B) ALONG THE ARC OF A TANGENT 1040 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 04' 40", A DISTANCE OF 74.02 FEET, THENCE (5) LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NON-TANGENT TO THE PRECEDING CURVE, N 37° 52' 04" E., 460.00 FEET, THENCE (6) N 64° 37' 02" W., 831.21 FEET, THENCE (7) N 70° 12' 07" E., 770.00 FEET, THENCE (8) N 46° 57' 15" E., 555.00 FEET, THENCE (9) N 83° 23' 51" E., 459.22 FEET, THENCE (10) N 28° 36' 09" W., 258.23 FEET, THENCE (11) ALONG THE ARC OF A TANGENT 20 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8° 23' 31", A DISTANCE OF 28.76 FEET TO A POINT OF CURVE; THENCE (12) ALONG THE ARC OF A TANGENT 340 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15° 58' 03", A DISTANCE OF 94.75 FEET TO A POINT OF CURVE; THENCE (13) ALONG THE ARC OF A TANGENT 20 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8° 23' 31", A DISTANCE OF 28.76 FEET TO A POINT OF CURVE; THENCE (14) TANGENT TO THE PRECEDING CURVE, S 28° 36' 09" E., 783.92 FEET, THENCE (15) N 83° 23' 51" E., 1600.00 FEET TO THE EAST LINE OF ADDRESSAID SECTION 26; THENCE (16) ALONG SAID EAST LINE, S 00° 31' 13" E., 750.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 42.24 ACRES.

PARCEL 2

ALL THAT PORTION OF SECTION 35, T.5N. R.9E., M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 88 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 35 BEARS S 29° 47' 37" W., 121.07 FEET, THENCE (1) ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258 (A) S 18° 17' 48" W., (B) ALONG THE ARC OF A TANGENT 960 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36° 56' 24", A DISTANCE OF 618.94 FEET, (C) TANGENT TO THE PRECEDING CURVE, S 55° 41' 12" W., 343.83 FEET, (D) ALONG THE ARC OF A TANGENT 340 FEET RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 54° 56' 25", A DISTANCE OF 326.02 FEET, THENCE (2) LEAVING SAID NORTH-WESTERLY RIGHT-OF-WAY LINE, NON-TANGENT TO THE PRECEDING CURVE, N 59° 18' 59" W., 259.89 FEET; THENCE (3) ALONG THE ARC OF A NON-TANGENT 160 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER BEARS S 68° 45' 04" E., THROUGH A CENTRAL ANGLE OF 63° 26' 15", A DISTANCE OF 26.35 FEET; THENCE (4) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET, THENCE (5) ALONG THE ARC OF A TANGENT 20 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 31.42 FEET; THENCE (6) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (7) ALONG THE ARC OF A TANGENT 240 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06° 16' 33", A DISTANCE OF 26.29 FEET; THENCE (8) NON-TANGENT TO THE PRECEDING CURVE, N 59° 18' 59" W., 259.89 FEET; THENCE (9) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (10) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (11) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (12) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (13) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (14) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (15) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (16) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (17) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (18) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (19) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (20) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (21) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (22) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (23) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (24) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (25) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (26) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (27) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (28) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (29) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (30) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (31) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (32) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (33) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (34) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (35) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (36) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (37) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (38) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (39) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (40) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (41) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (42) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (43) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (44) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (45) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (46) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (47) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (48) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (49) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (50) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (51) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (52) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (53) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (54) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (55) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (56) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (57) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (58) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; THENCE (59) TANGENT TO THE PRECEDING CURVE, S 309° 4' 11" W., 95.76 FEET; THENCE (60) TANGENT TO THE PRECEDING CURVE, N 50° 47' 11" E., 95.76 FEET; 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PERIMETER DESCRIPTION OF LAKE CAMANCHE VILLAGE UNIT 6

(CONTINUED FROM PAGE ONE)

PARCEL 2

TANGENT TO THE PRECEDING CURVE, N. 59° 18' 49" W., 416.38 FEET; THENCE (10) N. 27° 51' 51" W., 139.22 FEET; THENCE (12) N. 29° 51' 59" W., 183.37 FEET; THENCE (13) N. 4° 13' 21" E., 223.86 FEET; THENCE (14) N. 89° 00' 17" E., 161.37 FEET; THENCE (15) ALONG THE ARC OF A NON-TANGENT 260 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CENTER BEARS S. 8° 51' 17" E., THROUGH A CENTRAL ANGLE OF 205° 34' 24", A DISTANCE OF 102.54 FEET; THENCE (16) ALONG THE ARC OF A TANGENT 320 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 59' 25", A DISTANCE OF 27.78 FEET; THENCE (17) NON-TANGENT TO THE PRECEDING CURVE, N. 85° 00' 17" W., 240.00 FEET; THENCE (18) N. 2° 21' 11" E., 137.55 FEET; THENCE (19) S. 76° 11' 28" E., 287.09 FEET; THENCE (20) ALONG THE ARC OF A NON-TANGENT 310 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER BEARS N. 65° 22' 19" W., THROUGH A CENTRAL ANGLE OF 62° 36' 26", A DISTANCE OF 338.74 FEET; THENCE (21) TANGENT TO THE PRECEDING CURVE, N. 89° 03' 45" W., 248.60 FEET; THENCE (22) ALONG THE ARC OF A TANGENT 390 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35° 08' 27", A DISTANCE OF 239.20 FEET; THENCE (23) AT RIGHT ANGLES TO THE TANGENT OF THE PRECEDING COURSE, S. 83° 55' 18" E., 10.00 FEET; THENCE (24) N. 06° 04' 42" E., 116.58 FEET; THENCE (25) ALONG THE ARC OF A TANGENT 50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 78.54 FEET TO A POINT OF CUSP ON THE FORESAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 88; THENCE (26) TANGENT TO THE PRECEDING CURVE, S. 83° 55' 18" E., 439.02 FEET; THENCE (27) ALONG THE ARC OF A TANGENT 860 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38° 09' 56", A DISTANCE OF 638.47 FEET; THENCE (28) TANGENT TO THE PRECEDING CURVE, S. 45° 49' 22" E., 820.45 FEET TO THE POINT OF BEGINNING, AND CONTAINING 44.42 ACRES.

PARCEL 3

ALL THOSE PORTIONS OF SECTIONS 35 AND 36, T. 5 N., R. 9 E., M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258 WITH THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 90, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36 BEARS N. 67° 16' 29" W., 102712 FEET; THENCE (1) ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 90, (A) S. 33° 08' 00" W., 1409.64 FEET, (B) S. 56° 52' 00" E., 1000 FEET, (C) S. 33° 08' 00" W., 70000 FEET, (D) ALONG THE ARC OF A TANGENT 580 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29° 39' 40", A DISTANCE OF 259.77 FEET, (E) TANGENT S. 07° 28' 20" W., 16991 FEET, (F) ALONG THE ARC OF A TANGENT 880 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32° 30' 20", A DISTANCE OF 339.05 FEET, (G) TANGENT, S. 29° 02' 00" E., 250.80 FEET, (H) ALONG THE ARC OF A TANGENT 520 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 51' 00", A DISTANCE OF 270.91 FEET, (I) TANGENT, S. 04° 45' 00" W., 504.38 FEET, (J) ALONG THE ARC OF A TANGENT 520 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13° 44' 00", A DISTANCE OF 124.64 FEET, (K) TANGENT, S. 18° 33' 00" W., 96.48 FEET TO THE SOUTH LINE OF THE N. 1/2 OF THE S. 1/2 OF SAID SECTION 35, THENCE (2) ALONG SAID SOUTH LINE (A) N. 89° 20' 33" W., 2359.61 FEET, (B) N. 89° 18' 33" W., 2296.23 FEET; THENCE (3) LEAVING SAID SOUTH LINE N. 21° 30' 00" E., 440.85 FEET; THENCE (4) N. 15° 00' 00" W., 240.75 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258; THENCE (5) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, (A) ALONG THE ARC OF A NON-TANGENT 440 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER BEARS N. 21° 42' 35" W., THROUGH A CENTRAL ANGLE OF 20° 27' 00", A DISTANCE OF 1570.4 FEET, (B) TANGENT, N. 47° 50' 25" E., 47318 FEET, (C) ALONG THE ARC OF A TANGENT 210 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91° 30' 58", A DISTANCE OF 335.42 FEET, (D) TANGENT, S. 40° 48' 37" E., 235.69 FEET, (E) ALONG THE ARC OF A TANGENT 290 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79° 51' 54", A DISTANCE OF 404.23 FEET, (F) TANGENT N. 59° 29' 29" E., 111.53 FEET, (G) ALONG THE ARC OF A TANGENT 260 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 63° 25' 28", A DISTANCE OF 242.43 FEET, (H) TANGENT S. 87° 05' 03" E., 286.81 FEET, (I) ALONG THE ARC OF A TANGENT 260 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34° 56' 52", A DISTANCE OF 167.66 FEET, (J) ALONG THE ARC OF A TANGENT 290 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43° 34' 58", A DISTANCE OF 220.89 FEET, (K) TANGENT, S. 73° 43' 09" E., 261.84 FEET, (L) ALONG THE ARC OF A TANGENT 340 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 60° 00' 00", A DISTANCE OF 356.05 FEET, (M) TANGENT, N. 40° 16' 51" E., 540.03 FEET, (N) ALONG THE ARC OF A TANGENT 260 FOOT RADIUS CURVE TO THE

RIGHT, THROUGH A CENTRAL ANGLE OF 25° 32' 09", A DISTANCE OF 115.88 FEET, (O) TANGENT, N. 71° 49' 00" E., 502.57 FEET, (P) ALONG THE ARC OF A TANGENT 340 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91° 03' 21", A DISTANCE OF 540.34 FEET, (Q) TANGENT, N. 19° 14' 21" W., 474.59 FEET, (R) ALONG THE ARC OF A TANGENT 260 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74° 28' 33", A DISTANCE OF 337.96 FEET, (S) TANGENT, N. 55° 14' 12" E., 343.81 FEET, (T) ALONG THE ARC OF A TANGENT 1040 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36° 56' 24", A DISTANCE OF 870.51 FEET, (U) TANGENT, N. 18° 17' 48" E., 423.49 FEET, (V) ALONG THE ARC OF A TANGENT 460 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53° 29' 00", A DISTANCE OF 429.39 FEET, (W) TANGENT, N. 71° 46' 48" E., 634.80 FEET, (X) ALONG THE ARC OF A TANGENT 1960 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13° 22' 23", A DISTANCE OF 487.47 FEET, (Y) TANGENT, N. 85° 09' 11" E., 1079 FEET TO THE POINT OF BEGINNING AND CONTAINING 141.59 ACRES.



SCALE: 1" = 100'

LAKE CAMANCHE VILLAGE

UNIT 6

PORTIONS OF SECTIONS 26, 35 AND 36 T. 5 N., R. 9 E., M.D.B. & M., AMADOR COUNTY CALIFORNIA DATE: NOVEMBER, 1970 SHEET 2 OF 11 SHEETS



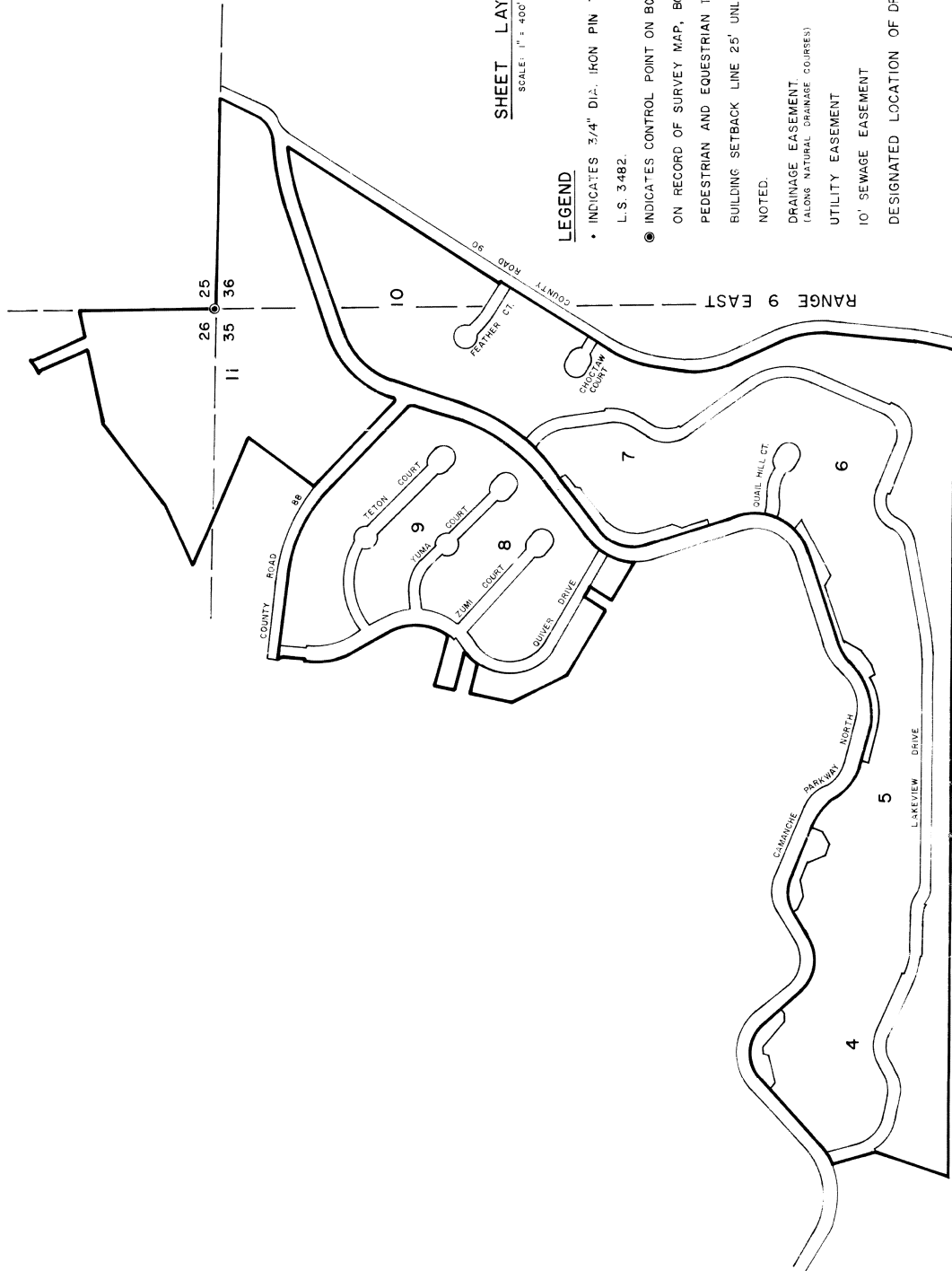
LAKE CAMANCHE VILLAGE

UNIT 6

PORTIONS OF SECTIONS
26, 35 AND 36
T.6N., R.9E. M.D.B.S.M.
AMADOR COUNTY
CALIFORNIA
DATE: NOVEMBER, 1970
SHEET 3 OF 11 SHEETS

SHEET LAYOUT

SCALE: 1" = 400'



LEGEND

- INDICATES 3/4" DIA. IRON PIN TAGGED OR STAMPED L.S. 3482.
- INDICATES CONTROL POINT ON BOUNDARY AS DESCRIBED ON RECORD OF SURVEY MAP, BOOK 15, PAGE 97.
- PEDESTRIAN AND EQUESTRIAN TRAILS
- BUILDING SETBACK LINE 25' UNLESS OTHERWISE NOTED.
- DRAINAGE EASEMENT (ALONG NATURAL DRAINAGE COURSES)
- UTILITY EASEMENT
- 10' SEWAGE EASEMENT
- DESIGNATED LOCATION OF DRIVEWAYS

TOWNSHIP 5 NORTH

S. 1/16 S. 35



SCALE: 1"=100'

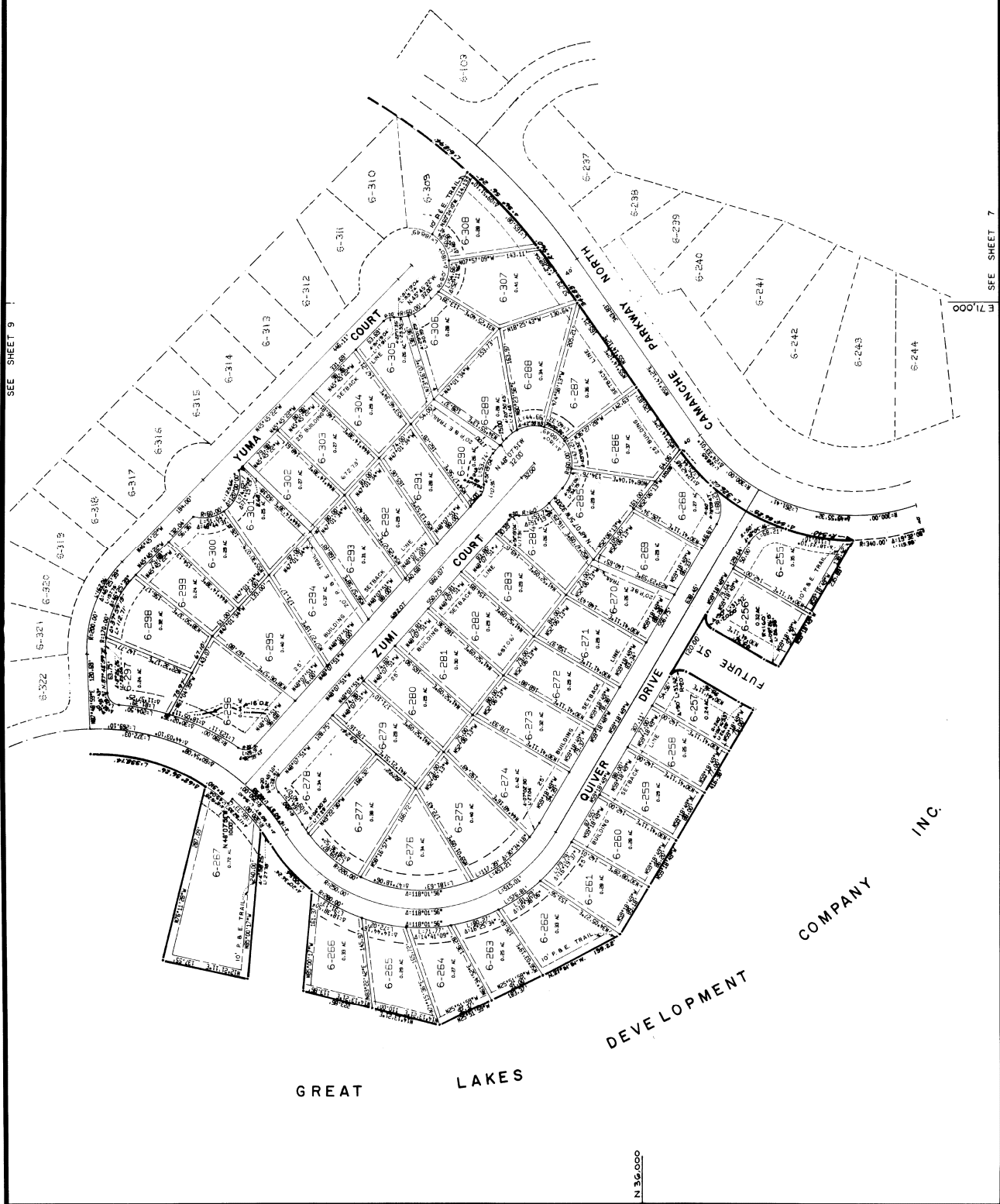
LAKE CAMANCHE VILLAGE

UNIT 6

PORTIONS OF SECTIONS 26, 35, AND 36 T.8N., R.18E., M.D.B.&M. AMADOR COUNTY CALIFORNIA

DATE: NOVEMBER, 1970

SHEET 6 OF 11 SHEETS



SEE SHEET 9

SEE SHEET 7

GREAT LAKES

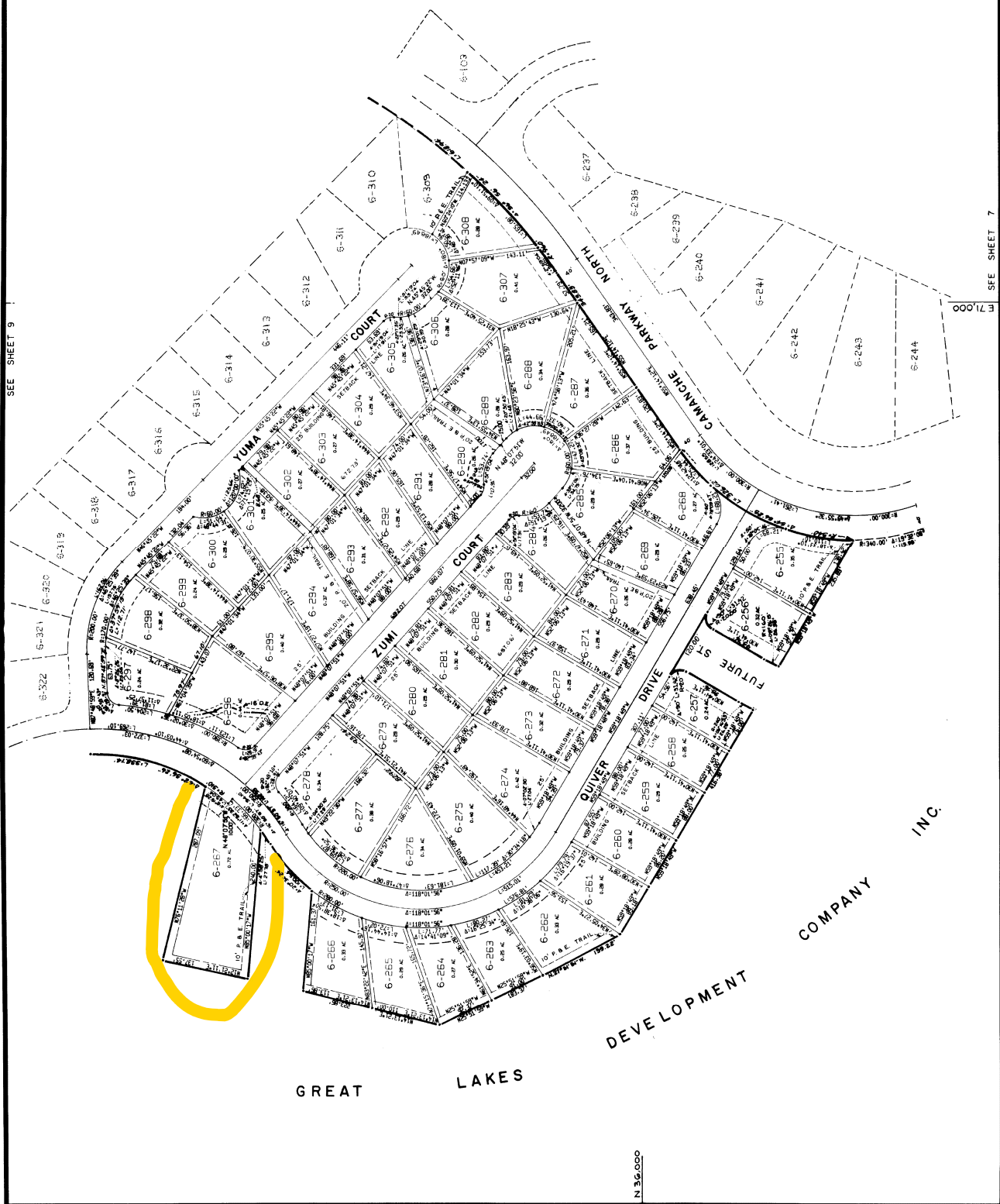
DEVELOPMENT COMPANY INC.

00076 N



SCALE: 1"=100'

LAKE CAMANCHE VILLAGE
UNIT 6
 PORTIONS OF SECTIONS 26, 35, AND 36
 T.8N., R.18E., M.D.B.&M.
 AMADOR COUNTY CALIFORNIA
 DATE: NOVEMBER, 1970
 SHEET 6 OF 11 SHEETS



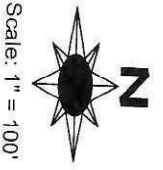
SEE SHEET 9

SEE SHEET 7

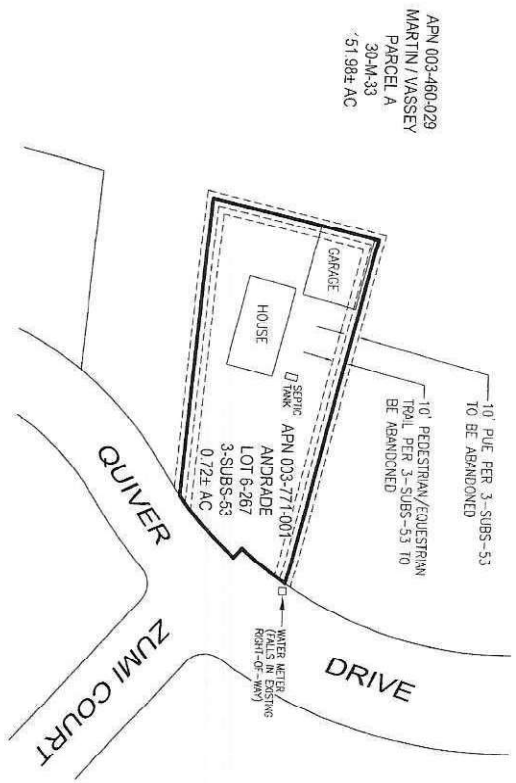
GREAT LAKES

DEVELOPMENT COMPANY INC.

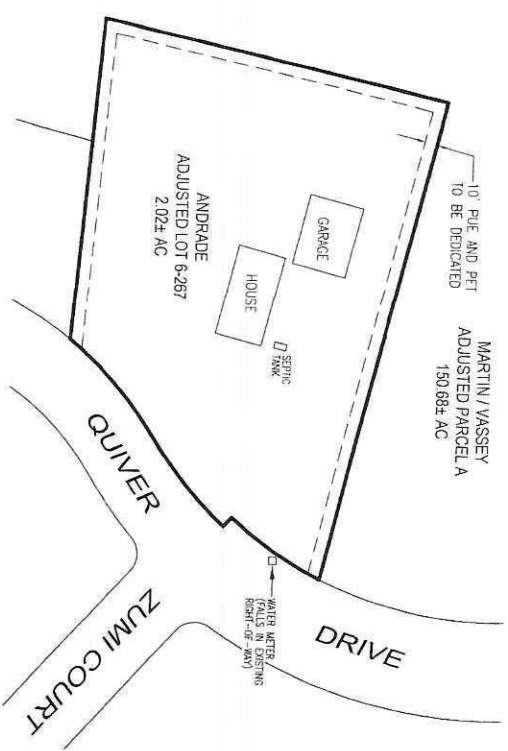
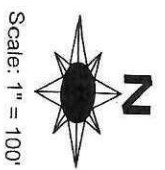
00076 N




NOTE: WATER AND SEWER SERVICE FOR APNS 003-771-001 AND 003-460-029 ARE PROVIDED BY THE AMADOR WATER AGENCY.



BEFORE



AFTER

SHEET 1 OF 1 SHEET	DATE: 10.13.2023 SCALE: 1" = 100' DRAWN BY: GHW	PROPOSED BOUNDARY LINE ADJUSTMENT ANDRADE TRUST and MARTIN/VASSEY TRUSTS POR. NE 1/4 SECTION 35, T. 5 N., R. 9 E., M. D. M. AMADOR COUNTY, CALIFORNIA	 TOMA & ASSOCIATES INC ENGINEERING - SURVEYING - PLANNING 41 Summit Street, Jackson, CA 95642 (209) 223-0156
	JOB NO.: 2209-08		
	645		
	1		
	1		

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

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO
VACATE A PEDESTRIAN AND EQUESTRIAN TRAIL RESOLUTION NO.
FOR ANDRE P. ANDRADE, TRUSTEE OF THE
ANDRE P. ANDRADE 2016 FAMILY TRUST DATED
AUGUST 16, 2016 2016-0006407 AND JAMES E.
MARTIN AND MARY K. MARTIN, TRUSTEES OF THE
JAMES E. MARTIN AND MARY K. MARTIN TRUST
DATED JULY 9, 1997 AND SAMMY VASSEY AND
SUSAN VASSEY, TRUSTEES OF THE VASSEY 2005
REVOCABLE TRUST DATED JULY 21, 2005
2005-0006570 AND 2005-0011247

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to direct the County Surveyor to execute (vacate) by notice and conduct a public hearing for the abandonment of a pedestrian and equestrian trail (see Exhibit "A").

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on November 7, 2023, at 10:30 A.M., or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 24th of October 2023, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson, Board of Supervisors

ATTEST:

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

Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: November 7, 2023

SUBJECT

Social Services: 2nd Amendment to CaWORKS Housing Support Agreement

Recommendation:

Review and approve 2nd Amendment to agreement from November 10, 2020 to bring in line with fiscal year and incorporate fiscal year 2023/2024 budget.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [Memo HSP contract 2nd amendment.docx](#)
- [2nd Amendment ext. to 6.30.24 and value.doc](#)
- [Amador HSP- FY 23-24 Final-1.docx](#)

DEPARTMENT OF SOCIAL SERVICES

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



Date: October 18, 2023

To: Amador County Board of Supervisors

From: Anne Watts, Director
Amador County Department of Social Services

Re: CalWORKs Housing Support Program (HSP)

Amador County Department of Social Services has an existing contract with the Amador-Tuolumne Community Action Agency (ATCAA) for the implementation of the CalWORKs Housing Support Program (HSP). The CalWORKs Housing Support Program (HSP) was established by Senate Bill 855 (Chapter 29, Statutes of 2014) to foster housing stability for families experiencing homelessness in the CalWORKs program. HSP offers financial assistance and housing-related wrap-around supportive services, including, but not limited to: rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, hotel and motel vouchers, legal services, and credit repair.

It is requested that the Board of Supervisors review and approve the Second Amendment to the existing contract dated November 10, 2020. This amendment extends the contract to June 30, 2024 to align with program funding.

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this “Second Amendment”) is made as of _____ by and between COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (ATCAA), A Joint Powers Agency (the “Contractor”).

RECITALS

WHEREAS County and Contractor executed a Services Agreement (the “Original Agreement”) dated as of November 10, 2020, whereby Contractor agreed to perform professional CalWORKs Housing Support Program, upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the “Agreement.”

WHEREAS County and Contractor desire to modify the Agreement as set forth in this Second Amendment.

NOW, THEREFOR, the parties agree as follows:

1. The terms of this agreement shall be extended to June 30, 2024.
2. Attachment B, titled ‘Compensation’ to the Original Agreement shall be deleted, and the document attached to this Second Amendment as Attachment A shall be substituted in its place.
3. Section 5.1 of the Agreement shall be modified and read as follows:

Contractor shall be paid for services rendered in accordance with a cost not to exceed limit of \$168,895 for the fiscal year 2023-2024 in accordance with the fee schedule set forth on the Attachment B hereto. In no event shall payment to the contractor exceed \$168,895. If the State allocation changes during the term of this Agreement, an amendment will be submitted for approval that changes the amount of compensation under this Agreement to an amount not to exceed the State allocation.

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

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

COUNTY OF AMADOR

AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY (ATCAA).

BY: _____
Chairman, Board of Supervisors

BY: _____
Joseph Bors, Executive Director
Federal I.D. No: 94-2765408

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

AMADOR COUNTY BOARD CLERK

BY: _____
Gregory Gillott

BY: _____
Jennifer Burns

Amador HSP- Direct Services Budget FY 23/24 Contractor Expenditures			
Financial Assistance	Rate	Families	Amount
Rent Payments– full subsidy. 1 mo.	\$750	30	\$22,500
Rent Payments – partial subsidy. @ 450.00 per month x 4 months	\$1,800	15	\$27,000
Rent Arrears	\$750	12	\$9,000
Security Deposits	\$750	12	\$9,000
Utility Deposits &Utility Arrears	\$150	15	\$2,250
Miscellaneous	\$300	20	\$6,000
Motel Vouchers \$75.00 per night x 16 nights	\$1,200	22	\$26,400
Direct Services Cost Total:			\$102,150
Indirect Services Budget -ATCAA			
Case Management Cost - ATCAA			
ATCAA 40 hours per family x 45 families * \$25.51/hr		\$45,918	
8 hours per family 8 hrs. x 52 families * \$25.51/hr		\$10,612	
Administrative/Data Collection/Accounting- A-TCAA			
ATCAA 10% of Direct Services Cost \$99,525		\$10,215	
Total Budget		168,895	

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: November 7, 2023

SUBJECT

Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000, or approval of P19 base year value transfer being decreased over \$150,000.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor Auditor

ATTACHMENTS

- [Roll Corrections.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
005-540-032-000	2023	A0236	S	005-540-032-000	005-540-032-000	005-014	005-014
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	175,000	167,395		
Structure	470,362	265,436		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE		Net Change	Supl Change	
		-212,531		

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

Owner WILSON FAMILY TRUST
Mailing Address WILSON GARRY E & VICTORIA A TRUSTEES
907 AVALON DR
IONE CA 95640-4554

Situs 907 AVALON DR
IONE CA 95640

Bill Comments PROP 19 BASE YEAR VALUE ADJUSTMENT

TaxBill Days		Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

**County of AMADOR
ASSESSOR ROLL CORRECTION**

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-046-770-000	2022	A0235	C	005-540-032-000	005-540-032-000	005-014	005-014
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	175,000	167,395		-7,605
Structure	470,362	265,436		-204,926
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE				
	Net Change	-212,531	Supl Change	-212,531

Owner WILSON FAMILY TRUST
Mailing Address WILSON GARRY E & VICTORIA A TRUSTEES
907 AVALON DR
IONE CA 95640-4554

Situs 907 AVALON DR
IONE CA 95640

Bill Comments PROP 19 BASE YEAR VALUE ADJUSTMENT
PERIOD COVERED 01/18/23 - 06/30/23

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	Nov 1, 2022	Nov 01, 2022
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	Jan 18, 23	Jun 30, 23
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days	164	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-047-074-000	2022	A0237	C	015-160-076-000	015-160-076-000	052-086	052-086
R&T 1	75.54	R&T 2	Y	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	375,000	375,000	53,430	53,430
Structure	725,000	725,000	239,609	239,609
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE <input style="width:40px;" type="text"/>	Net Change		Supl Change	

Owner WILSON-ANDREONI JOINT TRUST
Mailing Address WILSON DAVID A & ANDREONI LAURIE J TRUSTEES
PO BOX 1015
SUTTER CREEK CA 95685-1015

Situs 14786 SHAKE RIDGE RD
SUTTER CREEK CA

Bill Comments Change in Ownership Value Prior to Prop 19
Base Year Value Transfer 01/12/23 - 03/08/23

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	<input style="width:80px;" type="text" value="Jan 12, 2023"/>	<input style="width:80px;" type="text" value="Jan 12, 2023"/>
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	<input style="width:80px;" type="text" value="Jan 12, 23"/>	<input style="width:80px;" type="text" value="Mar 8, 23"/>
506/5151 From/Thru Dates			
	From 1	From 2	Thru
	<input style="width:80px;" type="text"/>	<input style="width:80px;" type="text"/>	<input style="width:80px;" type="text"/>

TaxBill Days	<input style="width:60px;" type="text" value="56"/>	Print R/C Wks	<input style="width:40px;" type="text" value="C"/>
R/C Date	<input style="width:60px;" type="text" value="Oct 18, 2023"/>	Print R/C Letter	<input style="width:40px;" type="text" value="C"/>
Created By	<input style="width:60px;" type="text" value="TM"/>	R/C Completed	<input style="width:40px;" type="text" value="C"/>

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-047-074-100	2022	A0238	C	015-160-076-000	015-160-076-000	052-086	052-086
R&T 1	75.54	R&T 2	Y	Taxroll Asmt Only	N	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	328,001	185,000	53,430	-89,571
Structure	495,098	432,555	239,609	177,066
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE		Net Change	Supl Change	
		-205,544	-205,544	

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	Jan 12, 2023	Jan 12, 2023
N	Timber Preserve	Ownership From/Thru Dates	
N	5151 Interest	Mar 9, 23	Jun 30, 23
N	506 Interest	506/5151 From/Thru Dates	
		From 1	From 2
			Thru

Owner WILSON-ANDREONI JOINT TRUST
Mailing Address WILSON DAVID A & ANDREONI LAURIE J TRUSTEES
PO BOX 1015
SUTTER CREEK CA 95685-1015

Situs 14786 SHAKE RIDGE RD
SUTTER CREEK CA

Bill Comments Change in Ownership Value After Prop 19
Base Year Value Transfer 3/9/23 - 6/30/23

TaxBill Days	114	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	tm	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-047-302-000	2022	A0245	C	005-540-023-000	005-540-023-000	005-014	005-014
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	185,000	125,000	126,600	66,600
Structure	476,774	291,114	476,774	291,114
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE		Net Change	Supl Change	
		-245,660	-245,660	

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	Mar 17, 2023	Mar 17, 2023
N	Timber Preserve	Ownership From/Thru Dates	
N	5151 Interest	Mar 17, 23	Jun 30, 23
N	506 Interest	506/5151 From/Thru Dates	
		From 1	From 2
			Thru

Owner KAHL ANTHONY DALE & DUNCAN-KAHL JILL MARIE
Mailing Address 908 AVALON DR
IONE CA 95640-4554

Situs 908 AVALON DR
IONE CA 95640

Bill Comments PROP 19 BASE YEAR VALUE TRANSFER

TaxBill Days	106	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-047-333-100	2022	A0242	C	036-440-002-000	036-440-002-000	052-049	052-049
R&T 1	75.54	R&T 2	Y	Taxroll Asmt Only	N	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	150,000	129,348	-276,886	-297,538
Structure	688,500	403,682	159,183	-125,635
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE				
	Net Change	-305,470	Supl Change	-305,470

Owner FIKES REVOCABLE TRUST-2006
Mailing Address FIKES DAVID & VICCI TRUSTEES
19292 CHRISTINA PINES CT
JACKSON CA 95642-9636

Situs 19292 CHRISTINA PINES CT
JACKSON CA

Bill Comments Prop 19 Base Year Value Transfer
5/2/2023 - 6/30/2023

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
		Mar 30, 2023	Mar 30, 2023
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	May 2, 23	Jun 30, 23
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days	60	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-047-074-000	2023	A0239	C	015-160-076-000	015-160-076-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	375,000	185,000	46,999	-143,001
Structure	725,000	432,555	229,902	-62,543
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE		Net Change	Supl Change	
		-482,445	-482,445	

Supl Info

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
		Jan 12, 2023	Jan 12, 2023
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest	Jul 1, 23	Jun 30, 24
506/5151 From/Thru Dates			
	From 1	From 2	Thru

Owner WILSON-ANDREONI JOINT TRUST
Mailing Address WILSON DAVID A & ANDREONI LAURIE J TRUSTEES
PO BOX 1015
SUTTER CREEK CA 95685-1015

Situs 14786 SHAKE RIDGE RD
SUTTER CREEK CA

Bill Comments Change in Ownership Value After Prop 19
Base Year Value Transfer 7/1/23 - 6/30/24

TaxBill Days	366	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-047-302-000	2023	A0246	C	005-540-023-000	005-540-023-000	005-014	005-014
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	185,000	125,000	125,432	65,432
Structure	476,774	291,114	476,774	291,114
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE		Net Change	Supl Change	
		-245,660	-245,660	

Supl Info

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	Mar 17, 2023	Mar 17, 2023
N	Timber Preserve	Ownership From/Thru Dates	
N	5151 Interest	Jul 1, 23	Jun 30, 24
N	506 Interest	506/5151 From/Thru Dates	
		From 1	From 2
			Thru

Owner KAHL ANTHONY DALE & DUNCAN-KAHL JILL MARIE
Mailing Address 908 AVALON DR
IONE CA 95640-4554

TaxBill Days	366	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

Situs 908 AVALON DR
IONE CA 95640

Bill Comments PROP 19 BASE YEAR VALUE TRANSFER

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

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

**County of AMADOR
ASSESSOR ROLL CORRECTION**

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-047-333-100	2023	A0244	C	036-440-002-000	036-440-002-000	052-049	052-049
R&T 1	75.54	R&T 2	Y	Taxroll Asmt Only	N	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land		-20,652		-20,652
Structure		-284,818		-284,818
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000	7,000	7,000
Other Exemptions				
CODE <input type="text"/>	Net Change	-305,470	Supl Change	-305,470

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p align="center">Supl Info</p> <p align="center">Event From/Thru Dates</p> <table align="center"> <tr> <td align="center">Mar 30, 2023</td> <td align="center">Mar 30, 2023</td> </tr> </table> <p align="center">Ownership From/Thru Dates</p> <table align="center"> <tr> <td align="center">Jul 1, 23</td> <td align="center">Jun 30, 24</td> </tr> </table> <p align="center">506/5151 From/Thru Dates</p> <table align="center"> <tr> <td align="center">From 1</td> <td align="center">From 2</td> <td align="center">Thru</td> </tr> <tr> <td align="center"><input type="text"/></td> <td align="center"><input type="text"/></td> <td align="center"><input type="text"/></td> </tr> </table>	Mar 30, 2023	Mar 30, 2023	Jul 1, 23	Jun 30, 24	From 1	From 2	Thru	<input type="text"/>	<input type="text"/>	<input type="text"/>
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
Mar 30, 2023	Mar 30, 2023																				
Jul 1, 23	Jun 30, 24																				
From 1	From 2	Thru																			
<input type="text"/>	<input type="text"/>	<input type="text"/>																			

Owner FIKES REVOCABLE TRUST-2006
Mailing Address FIKES DAVID & VICCI TRUSTEES
19292 CHRISTINA PINES CT
JACKSON CA 95642-9636

Situs

Bill Comments

TaxBill Days	366	Print R/C Wks	C
R/C Date	Oct 18, 2023	Print R/C Letter	C
Created By	tm	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
995-027-208-000	2022	A0253	C	040-030-033-000	040-030-033-000	052-086	052-086
R&T 1	4986	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	30,012	30,012		
Structure	306,987	100,387	206,600	0
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	-206,600
		-206,600	-206,600	

Owner FANCHER WAYNE D & HICKEY DANIEL J
Mailing Address PO BOX 713
SUTTER CREEK CA 95685-0713

Situs 14133 RIDGE RD
SUTTER CREEK CA

Bill Comments Cancel Tax - Correct Event Date to 6/1/2023
Valued on 2023 Secured Roll 7/1/23 - 6/30/24

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p align="center">Supl Info</p> <p align="center">Event From/Thru Dates</p> <table align="center"> <tr> <td align="center">Dec 31, 2022</td> <td align="center">Dec 31, 2022</td> </tr> </table> <p align="center">Ownership From/Thru Dates</p> <table align="center"> <tr> <td align="center">Dec 31, 22</td> <td align="center">Jun 30, 23</td> </tr> </table> <p align="center">506/5151 From/Thru Dates</p> <table align="center"> <tr> <td align="center">From 1</td> <td align="center">From 2</td> <td align="center">Thru</td> </tr> <tr> <td align="center">[]</td> <td align="center">[]</td> <td align="center">[]</td> </tr> </table>	Dec 31, 2022	Dec 31, 2022	Dec 31, 22	Jun 30, 23	From 1	From 2	Thru	[]	[]	[]
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
Dec 31, 2022	Dec 31, 2022																				
Dec 31, 22	Jun 30, 23																				
From 1	From 2	Thru																			
[]	[]	[]																			

TaxBill Days	182	Print R/C Wks	C
R/C Date	Oct 19, 2023	Print R/C Letter	C
Created By	tm	R/C Completed	C

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: November 7, 2023

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG234244 - Davis & Poppen

Recommendation:

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

4/5 vote required:

No

Distribution Instructions:

Building Department

ATTACHMENTS

- [AG234244.Notorized Agreement.pdf](#)
- [AG234244.Resolution.docx](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 005-240-009-000
Site Address: 5351 Jackson Valley Road, Ione
Agricultural Building Permit Exemption No:
AG234244

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is effective as of November 7th, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Paul J. Davis and Ann H. Poppen, Trustees of the Davis Poppen 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:

ADJUSTED COMPLIANCE PARCEL 3 AREA = 107.18 AC. AS SHOWN ON PARCEL MAP NO. 2735 FOR RAYMOND C. ARNOLD & ELIZABETH G. ARNOLD, FILED FOR RECORD JUNE 15, 2006 IN BOOK 58 OF MAPS AND PLATS AT PAGE 96, AMADOR COUNTY RECORDS.

OLD APN: 005-240-009-000

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: PAUL J. DAVIS AND ANN H. POPPEN, TRUSTEES OF THE DAVIS POPPEN TRUST

BY: _____
Jeffrey Brown,
Chair, Board of Supervisors

BY: Paul J. Davis
PAUL J. DAVIS

Date of Signature: _____

Date of Signature: 8/30/23

BY: Ann H. Poppen
ANN H. POPPEN

Date of Signature: 8/30/23

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer }
On Aug 30th 2023 before me, V. Sceals Windsor
Date Here Insert Name and Title of the Officer
personally appeared Paul Davis
Name(s) of Signer(s)

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 V. Sceals Windsor
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer }
On Aug 30th 2023 before me, V. Sceals Windsor
Date Here Insert Name and Title of the Officer
personally appeared Ann M. Poppen
Name(s) of Signer(s)

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 V. Sceals Windsor
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 23-xxxx
STRUCTURE – Paul J. Davis and Ann H. Poppen)
)

WHEREAS Paul J. Davis and Ann H. Poppen (“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 AG234244 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their November 7th, 2023 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 Number AG234244 by and between the County of Amador and Paul J. Davis and Ann H. Poppen on the terms and `ns contained therein as it relates to Building Permit Number AG234244.

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 November 7th, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Jeffrey Brown
Chair, 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: November 7, 2023

SUBJECT

Administrative Agency: Approval of a Fee Deferral Agreement between the County of Amador and Victory Village, Inc., a California nonprofit corporation.

Recommendation:

Approve the agreement.

4/5 vote required:

No

Distribution Instructions:

Nichole Mulford, File; Auditor-Controller

ATTACHMENTS

- [Fee Deferral Agreement.pdf](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Dept.
810 Court Street
Jackson, CA 95642

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

FEE DEFERRAL AGREEMENT

This Agreement is made as of the date written below by and between the County of Amador, a political subdivision of the State of California, and Victory Village, Inc., a California nonprofit corporation ("Owner").

RECITALS

- A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, located at 12408 Kennedy Flat Road, Jackson, APN 044-040-028-000.
- B. Owner plans to construct upon the Property a garage with five studio apartments above ("Development Project") and has made, or has caused to be made, an application for building permit.
- C. The Development Project is subject to various impact and other various review fees imposed by the County as a condition of issuance of a building permit.
- D. Owner operates a transitional living program for veterans and their families and has requested that the County waive or defer impact fees so that the Development Project can move forward and provide enhanced services for Veterans and their families.
- E. County is willing to defer the payment of certain fees for as long as owner continues to operate the transitional living program for veterans and their families.

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. Deferral of Certain Fees.
 - a. For as long as the owner continues to operate a transitional living for veterans and their families on the Property, the County agrees to defer any obligation to pay the following fees:
 - Local Traffic Mitigation Fee - \$9,059.60
 - County Facility Impact Fee - \$21,859.70
 - County Plan Review Fee - \$1,230.94
 - County Inspection Fee - \$1,893.75
 - Park & Recreation Impact Fee - \$16,465.00

b. If, at any time in the future, the Owner, or any future owner, ceases to operate a transitional living program on the Property, that owner shall pay the above-referenced fees within 30-days of the cessation of operation of a transitional living program for veterans. Payments shall reference this Agreement and be made payable to Amador County and delivered to the Amador County Building Department, 810 Court Street, Jackson, California 95642.

c. In the event that the payment required in subsection b. above is not timely paid, the owner shall also pay to County a late charge in the amount of five percent (5%) of the unpaid balance. An additional charge of one percent (1%) of any unpaid balance (exclusive of late charges) shall be added for each additional month or portion thereof that said payment remains unpaid. The parties hereby agree that this late charge represents a fair and reasonable estimate of costs the County will incur by reason of late payment by owner. Acceptance of any late charge by County shall in no event constitute a waiver of owner's default or prevent County from exercising any of the other rights and remedies granted hereunder.

d. In the event the fees (including any applicable late charges or other fees) are paid in full, the County shall record execute a recordable release of the obligation.

3. Covenant Running with the Land. Owner agrees that the 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 fees identified in paragraph 2, including any applicable late fee or penalty, are paid in full.

4. 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.

5. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

COUNTY OF AMADOR

OWNER: Victory Village, Inc., a California corporation

BY: 
Chairman, Board of Supervisors

Date: 10-30-2023

BY: 

Name: Nichole Mulford

Title: Executive Director

Date: 10/27/2023

ALL PARTY SIGNATURES MUST BE NOTARIZED

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 Calaveras)

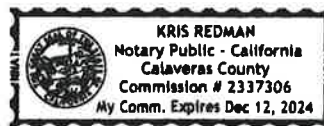
On 10/27/23 before me, Kris Redman, Notary Public
(insert name and title of the officer)

personally appeared Nichole Mulford,
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 [Handwritten Signature] (Seal)



Board of Supervisors Agenda Item Report

Submitting Department: Code Enforcement

Meeting Date: November 7, 2023

SUBJECT

Code Enforcement: Approval of the revised SB296 Code Enforcement Officer Guideline and Procedures to include verbiage for a body cam to assist in transparency, accountability and evidentiary evidence should the Code Enforcement Officer need to use their control devices.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Code Enforcement

ATTACHMENTS

- [Code Enforcement Safety Policy](#)



CODE ENFORCEMENT
COUNTY ADMINISTRATION CENTER

810 Court Street • Jackson, CA 95642-2132
Telephone: (209) 223-6565

MEMORANDUM

TO: Board of Supervisors

FROM: Michelle Gallaher, Code Enforcement Officer *MB*

DATE: October 31, 2023

SUBJECT: Code Enforcement Officer Safety Standards (SB296)

On 10/24/23, the Board of Supervisors had approved the current draft of the SB296 Code Enforcement Officer Guideline and Procedures and had instructed Code Enforcement to add verbiage for a body cam to assist in transparency, accountability, and evidentiary evidence should the Code Enforcement Officer need to use their control devices.

Attached is the final version with the body cam policy added (pages 10-11). Please add to the November 7, 2023, Board of Supervisors consent agenda.



Amador County Code Enforcement Officer Safety
Standards
(SB 296)

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Introductory note:

Senate Bill ("SB") 296 established Penal Code Section 829.7, which requires each local jurisdiction that employs a Code Enforcement Officer to evaluate the risks, threats and hazards applicable to their Code Enforcement Officer(s) and develop appropriate safety standards. The following serves as the County wide policy and procedure addressing these minimum safety standards to comply with SB 296, which went into effect January 1, 2022. As the risks, threats and hazards to Code Enforcement Officers evolve, it may be necessary for the County to amend these adopted safety standards to remain in compliance with SB 296.

PC 829.5 “(a) “Code enforcement officer” means any person who is not described in Chapter 4.5 (commencing with Section 830) and who is employed by any governmental subdivision, public or quasi-public corporation, public agency, public service corporation, any town, city, county, or municipal corporation, whether incorporated or chartered, who has enforcement authority for health, safety, and welfare requirements, whose duties include enforcement of any statute, rule, regulation, or standard, and who is authorized to issue citations, or file formal complaints.

(b) “Code enforcement officer” also includes any person who is employed by the Department of Housing and Community Development who has enforcement authority for health, safety, and welfare requirements pursuant to the Employee Housing Act (Part 1 (commencing with Section 17000) of Division 13 of the Health and Safety Code); the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13 of the Health and Safety Code); the Manufactured Housing Act of 1980 (Part 2 (commencing with Section 18000) of Division 13 of the Health and Safety Code); the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code); and the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).”

1. Officer Safety

The safety and welfare of our personnel is extremely important and a high priority for management and supervision. Code Enforcement Officers are expected to act in a professional manner when dealing with the public; however, if they are dealing with hostile individuals, officers are expected to avoid confrontation and remove themselves from the situation as quickly and safely as possible.

Many potential officer safety issues can be avoided by following proper investigative techniques:

- Reviewing prior cases to determine any potential safety hazards or potential hostile individuals.
- Becoming familiar with the geographical area of the complaint, prior to initial contact.
- Speaking with officers who investigated previous complaints.
- Having additional resources available, such as a second Code Enforcement Officer, a supervisor, law enforcement or animal control when warranted.

Supervisors will be made aware of all potentially harmful situations, prior to any initial contact, in order to develop strategies to best address those hazards.

2. Threats, Assaults and Batteries

All threats, assaults and batteries directed at Code Enforcement Officers, shall be reported to supervision, management, and law enforcement immediately. Officers should obtain information as safely as possible about the subject making the threat, assault, or battery, including their intent, ability, and desire to carry out their actions. This information will be vital for law enforcement and Code Enforcement Supervisors.

Code Enforcement and Sheriff's Department are expected to share information regarding known and potential dangerous occupant(s) of properties under investigation by code enforcement, and take necessary steps to mitigate the risk of harm to the inspectors. These steps include, but are not limited to, obtaining assistance from law enforcement in making any and all contacts with such individual(s), officers reporting their location to dispatch prior to making contact and after completing the inspection or other contact, and adhering to safety standards, training, and protocols.

3. Use of Force

Code Enforcement Officers will exercise good judgment at all times if force is necessary. The ability to leave the location prior to any confrontation taking place is the best course of action. Code Enforcement Officers shall utilize the least amount of force necessary to mitigate the threat and safely leave the area.

All equipment issued to Code Enforcement officers are designed to allow officers the ability to effectively carry out their duties and to offer protection against aggressive animals and/or person(s).

Mere verbal threats of violence, verbal abuse, or hesitancy in following commands does not necessarily justify the use of physical force without additional facts or circumstances substantiating an imminent potential for physical harm. However, if a Code Enforcement Officer is receiving threats, particularly threats of violence even without additional manifestations of intent to carry it out, the Code Enforcement Officer should immediately retreat to a safe location and notify the law enforcement and a Code Enforcement Supervisor.

4. General Safety

Pre-incident avoidance

Interactions with the Public in the Office

- All counter interactions will be done on a case by case basis at the discretion of the Code Enforcement Officer. If someone from the public wishes to speak with the Code Enforcement Officer, it shall be by appointment only.
- When possible, let a fellow CEO, Building Inspector or other coworker know you are going to meet with a resident and where in the building you will be:
 - Make sure to tell that coworker the name of the individual you are meeting and the address (if available) you will be discussing
 - Make sure you have a cell phone or PD radio if there is not another phone close by to where you are meeting the resident
 - Try to meet in open, highly visible areas (i.e. a conference room with windows)

Field Encounters

- Completing proper case/property research prior to beginning field duties/inspections
- Ensuring you have all authorized personal protection equipment (PPE) and personal safety equipment (PSE) and that all safety equipment is properly maintained and in proper working order
- Maintaining the appropriate level of situational awareness
- Surveying and assessing the scene upon arrival

Self-Defense

Code Enforcement Officers have two defense options:

1. Leave the scene (walk, run, crawl, drive, etc.) and call for help.
2. If a Code Enforcement Officer cannot leave the scene, such as being cornered or held, they may defend themselves until they are able to leave the scene or assistance arrives. Code Enforcement Officers may use defensive tactics skills, as well as issued equipment as reasonable and not excessive to defend against an attack. (See Kinetic and Chemical Agent Use Policy)

Unreasonable application of physical force on a person is a violation of law, which may result in criminal prosecution of the Code Enforcement Officer and potential civil liability to the Code Enforcement Officer and their agency.

Priorities

1. A Code Enforcement Officer's safety is first priority. An officer cannot help others if hurt or incapacitated, and if the officer is injured, this compounds the original problem.
2. The safety of others is the next priority. Assistance should come from other department employees, or emergency service agencies, including the Sheriff's Department.

Alertness

A crucial part of officer safety is staying alert and anticipating potential risks. This requires the use of all senses to observe the surroundings, hear a threat, speak persuasively, or feel that an attack is imminent. Being alert applies not only in the field, but also at the office.

- Pay attention to individuals who come to the office. Making eye contact and greeting them tells them that they have been noticed and acknowledged.
- Watch for unusual circumstances and check in with them. If you find someone in a restricted area, inform them that the area is not open to the public, guide them to a public area of the building, and offer assistance. If you find a strange package in an unusual place notify a supervisor and do not touch it until it can be confirmed to be harmless.
- Plan an escape route. This includes emergency escape routes as outlined in your agency's emergency action plan, and potential escape routes when in the field. Every time contact is made, consider what options are available if something goes wrong. This is extremely important when dealing with hostile people.
- Know the location of visits and inspections. If immediate help is necessary, it may not be possible to review a map for directions.
- When talking to individuals, try to maintain at least an arm's-length of distance and a bladed, balanced stance on firm ground to be able to dodge a sudden lunge, punch, or kick. A bladed stance is when one foot is in front of the other and the body is at an angle to the individual in front of the officer.

- Avoid standing downhill, facing the sun, or at the edge of something that could lead to a trip and fall.
- Be aware of nearby objects that could be used as weapons by a hostile individual, such as garden tools, screwdrivers, knives, 2x4s, pipes, etc. Guide the individual towards a more neutral area. If it is not possible to move to another area of the property, move objects out of reach.

The decision to use physical force places a tremendous responsibility on Code Enforcement Officers. Code Enforcement Officers should clearly understand that the standard for determining whether the force applied is that conduct which a reasonable Code Enforcement Officer would exercise based upon the information the officer had when the conduct occurred.

5. Reporting

Code Enforcement Officers are required to immediately report all officer safety issues to a supervisor. This includes any force used in self-defense, verbal altercations, medical attention was given, or incidents where a Sheriff's officer had to arrest a party. After notification, the Code Enforcement Officer will also submit a written report of the incident to a supervisor. If an officer is injured, the officer will also notify Risk Management. In addition, reporting officer involved incidents will be reported to Code Enforcement Officer Safety Foundation (CEOSF) @ www.CodeOfficerSafety.org for tracking purposes for historical data and to assist in improving officer safety training and legislation.

6. Use of Radio/Cell Phone Communications

Code Enforcement Officers are required to advise dispatch of their location upon arrival of the inspection by using 10-6 (address location). During the inspection, Dispatch will contact Code officer within 10 minutes to check on status. If the Code Officer is in danger: Code 3 will be used. If the Code Officer is not in danger: Code 4 will be used. Once the inspection is over and the Code Officer is clear of the property, contact dispatch and used the 10-8 code to clear Code Officer from the scene. Officers shall keep their electronic calendar up to date.

All Code Enforcement Officers will be assigned a radio and call sign. The number will coincide with the Code Enforcement Officer's badge number.

The Dispatch call sign is "Seven Adam One." [7A1]

Code Enforcement Officer will limit their use of the radio to only essential information to ensure the channel remains open for priority traffic. Basic codes are:

TEN CODES

1	RADIO RECEPTION POOR	32	SWITCH TO L TAC
2	RADIO RECEPTION GOOD	34C	CITIZEN ASSIST
3	ANY MSGS?	35	C3 BACK UP***
4	MSG RECEIVED	35R	C2 BACK UP***
5	RELAY MSG	36	SCRAMBLE
6	BUSY	37	CORRECT TIME
6C	SERVING CIVIL PAPERS	39	MSG RELAYED
6F	FOLLOW UP	40	DSP IN DISTRESS
T6W	SERVING Misd WARRANT	42	SUSPICIOUS CIRC
T6WF	SERVING FELONY WARRANT	43	CIVIL STANDBY
8	ON DUTY OR AVAIL	46	INDISCRIM SHOOTING
9	REPEAT TRANSMISSION	47	BAR CHECK
10	OFF DUTY	48D	BARKING DOG
11	STATUS CHECK***	50	ILLEGAL PARKED CAR
12	SUSPECT IN HEARING DISTANCE?***	51	MDT SIGNAL?
13	ROAD CONDITIONS	52	I HAVE AN MDT SIGNAL
14	ESCORT	53	NEG MDT SIGNAL
15	SUSPECT IN CUSTODY	54	GET MY LAST MSG?
16	BARRICADED SUBJECT	55	WELFARE CHECK
17	BOMB THREAT	56	SUICIDE
18	HOSTAGE SITUATION	56A	SUICIDE ATTEMPT
19	ENRT TO THE OFFICE	61	CALL PENDING
20	LOCATION?	62	IN THE AREA
21	PHONE MSG	63	BUSINESS CHECK
22	CANCEL	97	ON SCENE
23	STAND BY	98	FINISHED LAST
24	VALID/CLEAR		ASSIGNMENT
25	ALARM		
26V	SUSPICIOUS VEH		
26P	SUSPICIOUS PERSON		
27	DRIVERS LICENSE CHECK		
28	VEHICLE REGISTRATION		
29	WANTED CHECK		

ELEVEN CODES

10	REPORT
24	ABANDONED VEH
25	VEH TRAFFIC HAZARD
26	OCCUPIED STALL
41	AMBULANCE NEEDED
44	CORONERS CASE
48	FURNISH TRANSPORTATION
79	VEH ACCIDENT AMB SENT
80	VEH ACCIDENT MAJOR INJURY
81	VEH ACCIDENT MINOR INJURY
82	VEH ACCIDENT PROPERTY DAMAGE ONLY
83	VEH ACCIDENT NO DETAILS
84	DIRECT TRAFFIC
85	SEND TOW TRUCK
95	CARSTOP
96	OUT ON PARKED VEH
96P	OUT ON PEDESTRIAN
98	MEET W/ THE OFFICER
99****	OFFICER NEEDS HELP*****

7. Missing Officer

If Code Enforcement Officer fails to respond to Sheriff Dispatch after several attempts to reach officer via radio, the dispatcher will contact the officer via cell phone. If no contact is made after several attempts, a Sheriff Officer will be dispatch to the last known location of the Code Enforcement Officer

8. Service of Inspection and/or Abatement Warrants

Code Enforcement Officers may need to obtain inspection and/or abatement warrants from time to time. Prior to serving or executing such warrant(s), the Code Enforcement Officer shall notify their supervisor and coordinate with the Sheriff's Department to ensure a Sheriff's officer is present at the service or execution of the warrant(s). The officer shall coordinate with law enforcement present on how to make contact with the occupant(s) and the best method for entry. Forcible entry shall not be used unless a judge has authorized it in the warrant(s). Code Enforcement Officers shall not serve or execute an inspection warrant without the presence of law enforcement and the Code Enforcement Officer shall report their position to dispatch when arriving and leaving the location subject to the warrant(s).

9. Personal Protective Equipment (PPE)

Code Enforcement Officers may encounter environmental conditions which may be hazardous, such as mold, asbestos, insect infestation, feces, and airborne contaminants. As such, each Code Enforcement Officer will be provided with an emergency medical kit and personal protective equipment. Based on the known or reasonably anticipated situation, each officer is required to wear or utilize the most appropriate equipment when entering hazardous areas. The protective equipment should be worn at all times until the Code Enforcement Officer believes hazardous conditions have been abated or when the officer has left the hazardous area or property. Below is a list of essential equipment that shall be provided to each officer. Each officer is responsible for periodic inspection and inventory of stated equipment. If an officer finds equipment to be defective or requires replacement, please notify supervisor immediately. Listed below is Agency-provided personal protective equipment:

1. Respiratory protective gear-particulate mask, respirator etc.
2. Blood-borne pathogen kit- including disposable gloves and hand sanitizer
3. Potable water
4. Basic first aid kit/triage
5. Tourniquet
6. ANSI approved eye protection
7. ANSI approved head protection
8. Tyvek suit or other overalls
9. Leather or work gloves
10. CPR shield or mask
11. Insect repellent
12. Sunblock (if exposure exists)
13. Tick Removal tool

10. Personal Safety Equipment (PSE)

Code Enforcement Officers work in many different environments each with varying types and levels of risks and not all dangerous situations can be anticipated or avoided. When indications of impending violence are present and recognized, whether in the office or in the field, the Code Enforcement Officer will make every reasonable attempt to leave the scene as quickly and safely as possible. If a Code Enforcement Officer is unable to retreat and self-defense becomes their only option, the following Agency-approved Personal Safety Equipment is provided. Based on the known or reasonably anticipated situation, each officer is required to wear or utilize the most appropriate equipment when out in the field. The safety equipment should be worn at all times until the Code Enforcement Officer returns to the office. Below is a list of essential equipment that shall be provided to each officer. Each officer is responsible for periodic inspection and inventory of stated equipment. If an officer finds equipment to be defective or requires replacement, please notify supervisor immediately.

1. Ballistic vest- replacement every 5 years to maintain their ballistic capabilities
 - i. Firearm and edged weapon rated
2. Two-way radio
3. Cellular phone
4. Chemical self-defense agents
5. Tourniquet
6. Flashlight
7. Emergency whistle or other audible self-location device
8. Less-Lethal CO2 kinetic launcher
9. Duty belt and vest for PSE gear
10. Reflective Vest
11. Body Cam
12. Code Enforcement Officer Badge / ID
13. Other equipment approved by supervisor

11. License Plate Confidentiality

A Code Enforcement Officer shall not utilize their personal vehicle in the performance of job duties if an agency-provided vehicle is available for the Code Enforcement Officer's use. If a Code Enforcement Officer must use a personal vehicle, the Code Enforcement Officer is encouraged to apply for license plate confidentiality under Vehicle Code section 1808.4(a)(19) or other applicable law. If a Code Enforcement Officer's personal vehicle is not parked in a location secured against public access, and in other situations deemed necessary, the Code Enforcement Officer is encouraged to apply for license plate confidentiality. If the Code Enforcement Officer is engaged in enforcing the Vehicle Code or municipal ordinances related to parking, the Code Enforcement Officer is encouraged to apply for license plate confidentiality under Vehicle Code Section 1808.4(a) (19) or other applicable law. The agency shall assist the Code Enforcement Officer in completing and obtaining approval of such application as is necessary and appropriate.

12. Training

Continual training is essential for Code Enforcement staff to maintain the skills required for their individual positions. All Code Enforcement staff will receive initial training essential to perform their duties. This will be on-the-job training provided by supervisors and experienced Code Enforcement Officers.

All Code Enforcement Officers are required to successfully complete the 832 PC course as prescribed by the Commission on Peace Officer Standards and Training (POST) prior to exercising the powers of a peace officer. The initial 40-hour course shall be completed within one year of their date of hire as a code enforcement officer.

The department will require Code Enforcement Officers to attend training opportunities provided by the California Association of Code Enforcement Officers (CACEO) and become Certified Code Enforcement Officers. Once certified, officers must attend continuing education courses to maintain their certification.

In addition to CACEO training, Code Enforcement Departments will provide Code Enforcement Officers with Cal/OSHA required and best risk management practices training, applicable to agency's exposures. Training may include, but not limited to: Hazard communication, blood borne pathogens, hearing conservation, heat stress, respiratory protection, fire extinguisher safety, CPR/AED/First Aid Safety, tactical communication, traffic control/flagging, pepper spray defense, self-defense, driver safety, constitutional rights and requirements, etc.

Code Enforcement Officers certified in using the kinetic launcher and chemical agents will be required to be certified once a year through approved certification programs or with Sheriff's Department.

13. Record Keeping

It is essential that the agency document and maintain Code Enforcement staff training records, including copies of all outside training and certifications the officer receives in their personnel file.

14. Use of Body Cam

Definitions:

- a) Activation: Begin video and/or audio recording.
- b) Body-Worn Camera (BWC): An audio and video recording device that is worn by a Code Enforcement Officer and is capable of capturing and storing information regarding the officer deployment of control devices during inspections.
- c) Buffer Mode: A pre-recording setting when the BWC is powered on, but not activated. When in buffer mode, the BWC continuously captures a 30-second loop of video footage (no audio) that records and only retains the footage when activation occurs.
- d) Deactivate: Temporarily or permanently ending video and/or audio recording and returning the BWC to buffer mode.
- e) Power Off: Turning the device off. The device is not capable of buffering or recording video or audio when in power off mode.
- f) Power On: Turning the device on. The device is capable of buffering or recording video or audio when in power-on mode.
- g) Feasible: When time and safety allow for a particular action.

Policy:

1. The use of a BWC is essential for increased transparency, accountability, and evidentiary documentation should an officer need to use their control devices.
2. Although BWC recordings have evidentiary value, they may not capture the entirety of an incident or the actual vantage point of the Code Enforcement Officer, and footage may not necessarily depict the entire scene, circumstances, or incident in the way that it may have been perceived or experienced by any person present. BWC recordings serve as additional evidence related to an incident, but the footage is only an individual piece of evidence and should not be used in lieu of a complete and thorough report or a complete and thorough investigation of any incident. Persons reviewing BWC recordings must be cautious before reaching conclusions about what the recordings show.

Procedures:

1. Code Enforcement Officers shall test their BWCs at the beginning of their shift before going out on inspections to ensure the BWC is fully charged and functioning properly.
2. If the officer discovers that their BWC is damaged, malfunctioning, or missing, they shall contact their supervisor to request a replacement as soon as possible to ensure they are appropriately equipped and able to capture their activity.
3. Code Enforcement Officer shall attach the BWC to their person at chest level or in a manner that provides an unobstructed view of their activities and interactions with the community members during inspections.
4. The Code Enforcement Officer shall power on the BWC when they begin an inspection and shall power off when the officer leaves the inspection.
5. When contacting a person, the officer shall announce to the person at the beginning of the interaction that the officer is recording the interaction, unless not feasible. If the officer knows or recognizes that the person has difficulty hearing or limited English proficiency, the officer shall make a reasonable effort to communicate to the person that they are being recorded (e.g., by pointing to the camera). If the officer is unable to announce to the person at the beginning of the interaction that they are recording, they shall do so when feasible. If the contact person denies consent, the officer will explain to the individual, "It's for officer safety and also to protect the rights of the citizen. If permission is not granted, I cannot continue the inspection and the next step in enforcement action will proceed." The officer will leave and note the denied inspection on record.
6. Should an incident occur with a control device:
 - Follow the steps in your Control Device Policy.
 - Contact the Code Enforcement Supervisor immediately.
 - Upload and provide video to the Code Enforcement Supervisor and the Sheriff Department if needed.
 - The recorded data will be held until all potential evidence in an investigation, or an administrative, civil, or criminal proceeding is concluded.



AMADOR COUNTY CODE ENFORCEMENT DEPARTMENT
CONTROL DEVICE USE POLICY

I. PURPOSE

Code Enforcement Officers are often confronted with situations where control is required to protect themselves and public safety. The purpose of this policy is to provide Code Enforcement Officers of this agency with guidelines for the use of less lethal force and authorizes the use of selected control devices. Certain control devices are provided in order to prevent violent or potentially life threatening occurrences. It is anticipated that the use of these devices will generally result in fewer altercation-related injuries to officers, animals, and suspects. The use of force must be objectively reasonable. The officer must use only the force that a reasonably prudent officer would use under the same or similar circumstances. The below procedures are for the use and maintenance of control devices. Nothing in this policy is intended to create any benefit for third parties, nor does this policy set forth a higher standard of care with respect to third party claims.

II. DEFINITIONS

- a) "Objectively reasonable" means officers shall evaluate each situation in light of the known circumstances, including, but not limited to, the seriousness of the crime, the level of threat or resistance presented by the subject, and the danger to themselves and the community when determining the necessity for force and the appropriate level of force.
- b) "Officer" means County of Amador Code Enforcement Officer or Building Code Compliance Officer.
- c) The kinetic launcher is a less lethal system that delivers kinetic energy by CO2 and is designed for the purpose of subduing persons without causing serious injury or death.
- d) The .68mm kinetic round is a hard, solid plastic projectile, which is propelled and is designed to cause pain to the subject upon impact.
- e) Other option on less lethal use is .68mm encapsulated chemical irritate round, when on impact releases irritant and produces a 5ft perimeter cloud to stop subject from advancing and allow the officer to escape.
- f) Each kinetic launcher is equipped with two magazines. A kinetic launcher, kinetic and chemical rounds are issued to each officer upon completion of the kinetic launcher training.

- g) Chemical irritants are materials that cause reversible inflammation or irritation to a body surface, including eyes, respiratory tract, skin or mucous membranes, upon contact which can be projected on subject via encapsulated round or by spray.

III. POLICY & PROCEDURES

- a) At times, Officers are confronted with situations where resistance or threat of life is encountered and advice, warnings, or persuasion are or would be ineffective, force may have to be used.
- b) Force is described as the exertion of power by any means, including physical or mechanical devices to overcome or restrain an individual or animal where such force causes persons to act, move, or comply against his/her resistance.
- c) The officer's actions will be reviewed based upon the information known to the officer at the time the force was used. Information discovered after the fact will not be considered when assessing the reasonableness of the use of force.
- d) Only Officers currently certified with the kinetic launcher and/ or chemical irritant spray are authorized to use or carry it.
- e) The kinetic launcher and/or irritant spray shall not be deployed unless the officer feels their life or another life is in danger.
- f) The kinetic launcher and/or irritant spray should not be used on obviously pregnant females, young children, or elderly persons.
- g) The kinetic launcher and/or irritant spray shall not be used if the subject could fall from a significant height or into a pool, river or other body of water.

IV. TRAINING AND CERTIFICATION

- a) The Code Enforcement Officer or Sheriff Department is responsible for training and recertification of members in the proper use and deployment of the kinetic launcher and irritant spray. To obtain certification, members must complete the Kinetic Basic Operator's Course. To maintain certification, members must attend periodic refresher training in order to be able to continue to use of a particular tool or training method.
- b) Officers must requalify every year to maintain certification.

V. USE OF KINETIC LAUNCHER

- a) Only officers currently certified in its use will deploy the kinetic launcher. The kinetic Launcher may be used under one or more of the following circumstances:
 1. Where a person displays intent to engage in violent, aggressive actions, suicidal behavior, towards the officer or public. The kinetic shall not be used if a person is passive resistant or is not aggressive.
 2. Animal is actively resisting instruction of the officer and poses a threat of bodily harm to the officer or another person.
 3. Animal poses a threat of bodily harm to itself.
 4. Under no circumstances shall a control device be deployed as punishment to animals or persons or under circumstances that are not objectively reasonable.

VI. USE OF CHEMICAL IRRITANT

An approved chemical irritant unlikely of inflicting permanent injury may be used pursuant to this policy, subject to the following rules:

- a) All personnel authorized to carry chemical irritant spray or encapsulated projectiles, shall complete the required course of instruction prior to possessing and deploying.
- b) Under normal circumstances, all reasonable steps should be taken to ensure that innocent persons are not affected by the discharge of the chemical irritant.
- c) The preferred target area for chemical irritant spray is the face and the preferred target for encapsulated projectiles is not the face or head, (preferably center mass).
- d) Only the number of projectiles or amount of chemical irritant required to control the situation is to be used. Once the subject or animal is under control, the use of chemical irritant shall be discontinued.
- e) Every reasonable effort will be made to relieve the subject's discomfort once control has been attained (if safe) and medical aid summoned.
- f) Under no circumstances shall a control device be deployed as punishment to animals or persons or under circumstances that are not objectively reasonable.

1. ENCAPSULATED IRRITANT PROJECTILES

Projectiles are plastic spheres that are filled with one or a combination of both below irritants.

A. OLEORESIN CAPSICUM (OC)

- OC is the most common chemical agent used in law enforcement.
- OC is naturally occurring chemical produced by the Capsicum genus/taxonomic category from the Salicaceae or Nightshade family of flowering plants.

- The U.S. Food and Drug Administration classifies OC as a food additive (spice). Common effects of OC can last up to 45 minutes +.

Common effects:

- Involuntary closure of eyes (blepharospasm).
- Temporary loss of muscle control.
- Burning sensation and inflammation of affected areas.
- Redness and swelling of contaminated skin.
- Increased mucous secretion.
- Uncontrolled and/or reflexive coughing and sneezing.

B. ORTHOCHLOROBENZALMALONONITRILE (CS)

- CS is a man-made compound that is not found otherwise in nature.
- CS gas is generally accepted as being non-lethal.
- CS is powder in its natural state.
- CS “tear gas” uses aerosols or propellants to carry the powder.
- Common effects of CS will generally last less than 30 minutes.

Common Effects:

- Burning of the nose, eyes, and throat.
- Involuntary closing of the eyes.
- Uncontrollable coughing.
- Rise in blood pressure.
- Increased mucus secretion.

2. USE AND PROHIBITED USE

Even though encapsulated projectiles and its delivery system is considered a less lethal device, it still fires a projectile at speeds that are capable of causing bodily injury. Therefore, care must be used when selecting a target area. Center mass should be the desired target location. Most situations in which the projectiles will be utilized will be dynamic and fluid, and “center mass” may not always present itself as the best target. Many other areas of the body may be utilized as target areas, as long as the shooter understands that striking areas other than “center mass”, may not be as effective. Avoid targeting the following areas, unless an elevated level of force is authorized and justified:

- Face
- Head
- Neck/Throat

Indirect Use - In some cases, directly impacting the intended subject or animal with encapsulated rounds may not be possible or warranted; however, other options are available. In certain circumstances, an officer may utilize the organic and chemical agents inside of the encapsulated projectile to gain compliance by firing the rounds on the ground, or at an object near the intended subject. If this tactic is to be utilized, it is imperative that the officer choose a target that they are sure will not cause a hazard to other individuals.

3. CARRYING KINETIC LAUNCHER AND CHEMICAL SPRAY

- a) Code Enforcement carrying the kinetic launcher and the chemical irritant spray shall carry the devices in its holster on the duty belt. Plainclothes and non-field personnel may carry the oleoresin capsicum spray as authorized, consistent with the needs of their assignment or at the direction of their supervisor.
- b) Canisters involved in any type of malfunction or damage shall be turned in to the supervisor for replacement. A memorandum shall also be forwarded to the appropriate supervisor and shall explain the cause of damage.

4. VERBAL WARNINGS

Officers will, if feasible, provide a warning to the subject before using the control devices.

5. DEPLOYMENT OF CONTROL DEVICES

- a. Aim the kinetic launcher at the intended target at a distance of 2 to 60 feet or the chemical spray irritant at the intended target at a distance of 2-15 feet.
- b. Every effort should be made to avoid neck, throat, and face or head shots, when possible, unless threat to life is imminent; understanding the dynamics of the situation may still lead to the subject being hit in the listed areas.
- c. Using chemical irritant spray can be targeted to face.
- d. Once the kinetic or chemical irritant rounds make contact, leave the scene to a safe area calling for backup, unless the circumstances dictate otherwise.

6. ACTIONS FOLLOWING THE USE OF THE KINETIC LAUNCHER OR CHEMICAL IRRITANT SPRAY

- a. A supervisor will respond to all calls when a control device has been deployed.
- b. Law Enforcement and medical treatment will be summoned to the scene.
- c. Photographs will be taken of the area of contact. All photographs shall be booked into evidence.

7. NOTIFICATION AND REPORTING OF USE

- a. Officer discharging a control device, as soon as practical, verbally notify their supervisor.
- b. CAO, County Counsel, and BOS will be notified by Code Enforcement Supervisor.
- c. Officers using a control device will complete the appropriate documentation of the circumstances, which led to the deployment of the control device prior to the end of their shift unless injured (as soon as possible). In addition, officer will provide video (BWC) of the incident to the supervisor. A supervisor will then review this report.
- d. Copy of report shall be submitted to Risk Management within 24 hours if officer was injured.
- e. Supervisor shall ensure all procedures have been followed.

8. RESPONSIBILITY, ACCOUNTABILITY, AND CONTROL

- a. Officers carrying the kinetic launcher shall ensure the CO2 cartridge has not been punctured at the beginning of each shift.
- b. Code Enforcement Officer is responsible for the procurement, maintenance and training of kinetic associated equipment.
- c. Supervisor is responsible for reviewing all operational control device deployment.
- d. A Training Manager/ Code Enforcement Officer/ Sheriff Department is responsible for initial training and recertification of members in the use of a control device. Outside certification can be used if needed.

9. PURPOSE FOR LESS LETHAL OPTION

To ensure the safety of the public and the Code Enforcement Officers when their health and safety is at risk.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Amador Fire Protection District: Approve Resolution of Intention to annex territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador State of California (Annexation #15)

Recommendation:

Approve Resolution and set Public Hearing for December 19th, 2023.

4/5 vote required:

No

Distribution Instructions:

Nicole, AAFP, Board Clerk; Auditor-Controller

ATTACHMENTS

- [Resolution of Intention Annexation No15.pdf](#)
- [ROI_Exhibit A_No15_Maps.pdf](#)

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO ANNEX) RESOLUTION NO. _____
TERRITORY TO COMMUNITY FACILITIES)
DISTRICT NO. 2006-1 (FIRE PROTECTION)
SERVICES), COUNTY OF AMADOR, STATE)
OF CALIFORNIA (ANNEXATION #15))

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

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

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

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

WHEREAS, there has been delivered to the Clerk of the Board a map entitled “Annexation Map No. 15 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”), a reduced copy of which is attached hereto marked Exhibit A; and

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

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

SECTION 4. No Change in Amended and Restated of Apportionment of the Special Tax. No alteration of the amended and restated rate and method of apportionment of the special tax within the Community Facilities District is contemplated by these proceedings either as it pertains to the area now within the Community Facilities District or as it pertains to the Annexation Area.

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

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

SECTION 7. Date, Time and Place of the Public Hearing. The Board hereby sets Tuesday, the 19th day of December 2023, at the hour of 10:30 o'clock A.M., or as soon thereafter as the Board may consider the matter, in the Board of Supervisors' Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California, as the date, time and place for a public hearing to be held by the Board to consider the annexation of the Annexation Area to the Community Facilities District. At the public hearing, any persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District, and within the Annexation Area, may appear and be heard, and the testimony

of all interested persons or taxpayers for or against the annexation of the Annexation Area to the Community Facilities District will be heard and considered.

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

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

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

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

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

(b) A Notice of Public Hearing in the form required by the Act shall be mailed, first class postage prepaid, to each owner of land, and to each registered voter residing, within the Annexation Area (to property owners at their addresses as shown on the last equalized assessment roll, and to registered voters at their addresses as shown on the records of the Amador County Registrar of Voters, or in either case as otherwise

known to the Clerk). The mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 7th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

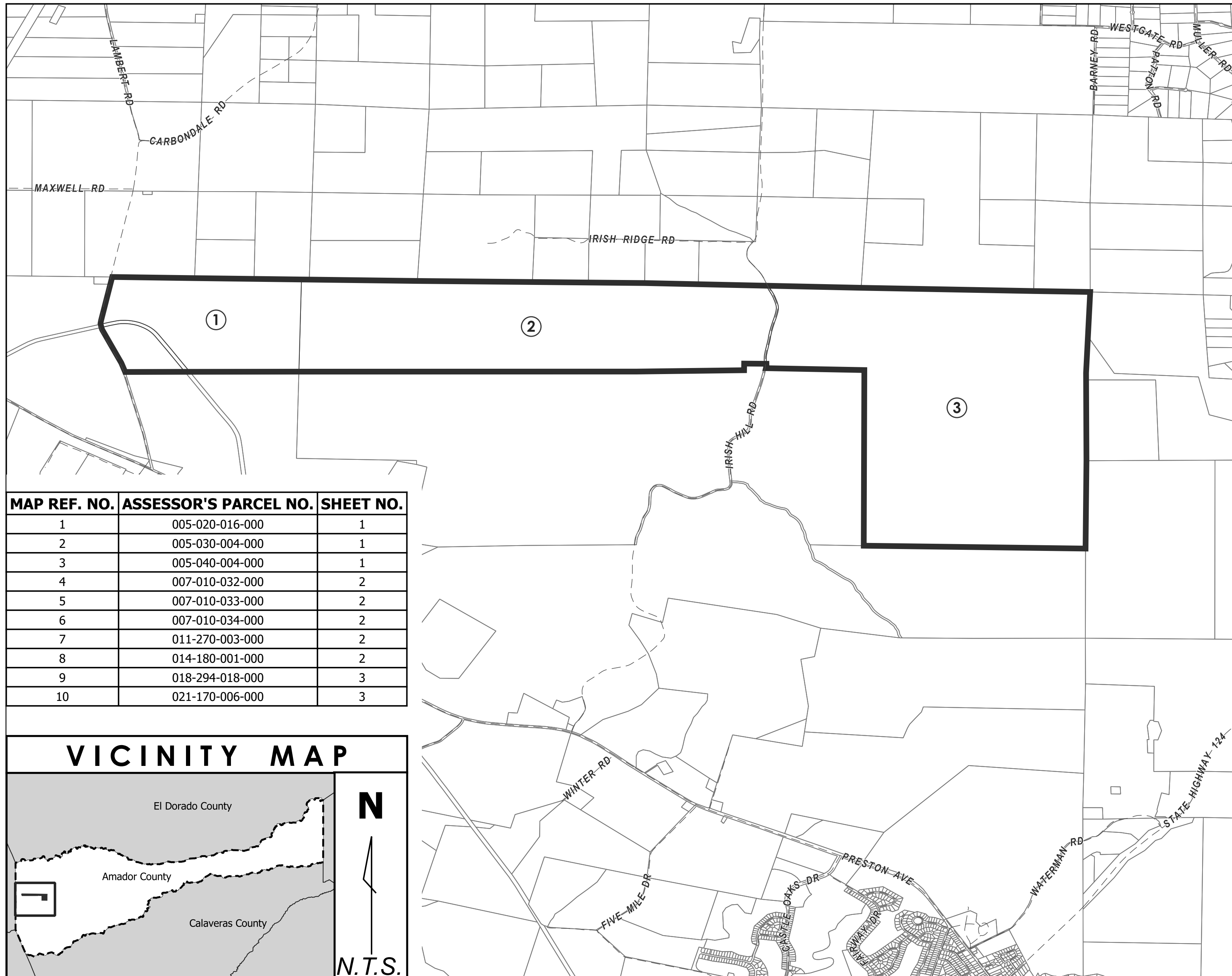
Deputy

EXHIBIT A

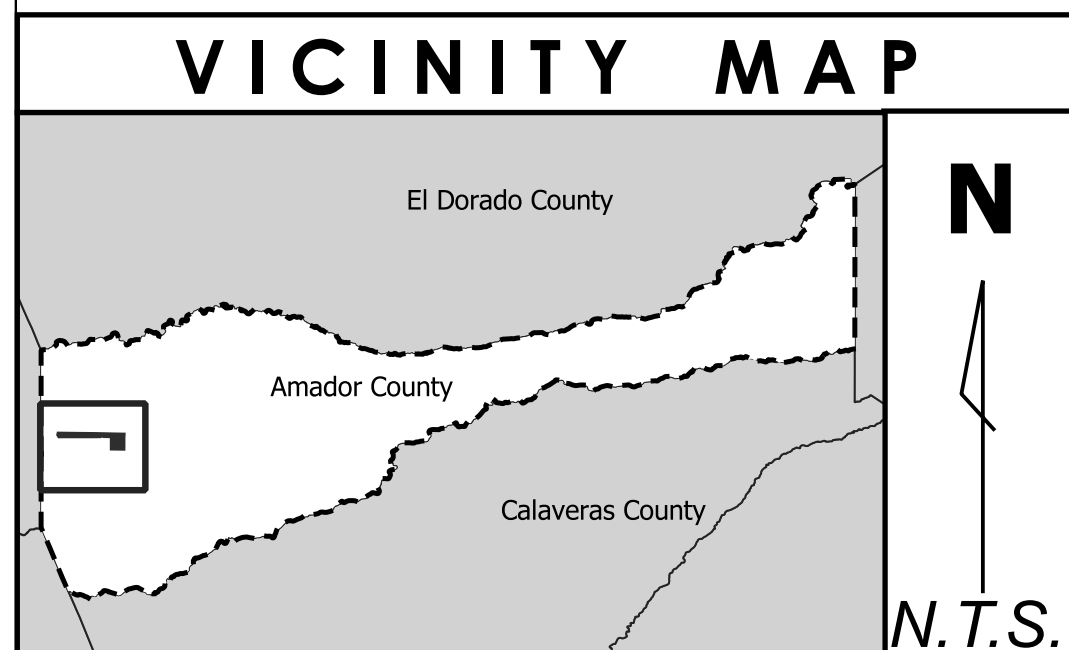
[ATTACH A REDUCED COPY OF THE ANNEXATION MAP]

ANNEXATION MAP NO. 15 OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (FIRE PROTECTION SERVICES)

COUNTY OF AMADOR
STATE OF CALIFORNIA



MAP REF. NO.	ASSESSOR'S PARCEL NO.	SHEET NO.
1	005-020-016-000	1
2	005-030-004-000	1
3	005-040-004-000	1
4	007-010-032-000	2
5	007-010-033-000	2
6	007-010-034-000	2
7	011-270-003-000	2
8	014-180-001-000	2
9	018-294-018-000	3
10	021-170-006-000	3



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS THIS _____ DAY OF _____, 2023.

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 15 TO THE COUNTY OF AMADOR COMMUNITY FACILITIES DISTRICT 2006-1 (FIRE PROTECTION SERVICES), STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2023, BY ITS RESOLUTION NO. _____

CLERK OF THE BOARD OF SUPERVISORS
AMADOR COUNTY

FILED THIS _____ DAY OF _____, 2023, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF AMADOR
STATE OF CALIFORNIA

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

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

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

Legend

PROPOSED BOUNDARY

MAP NUMBER REFERENCE

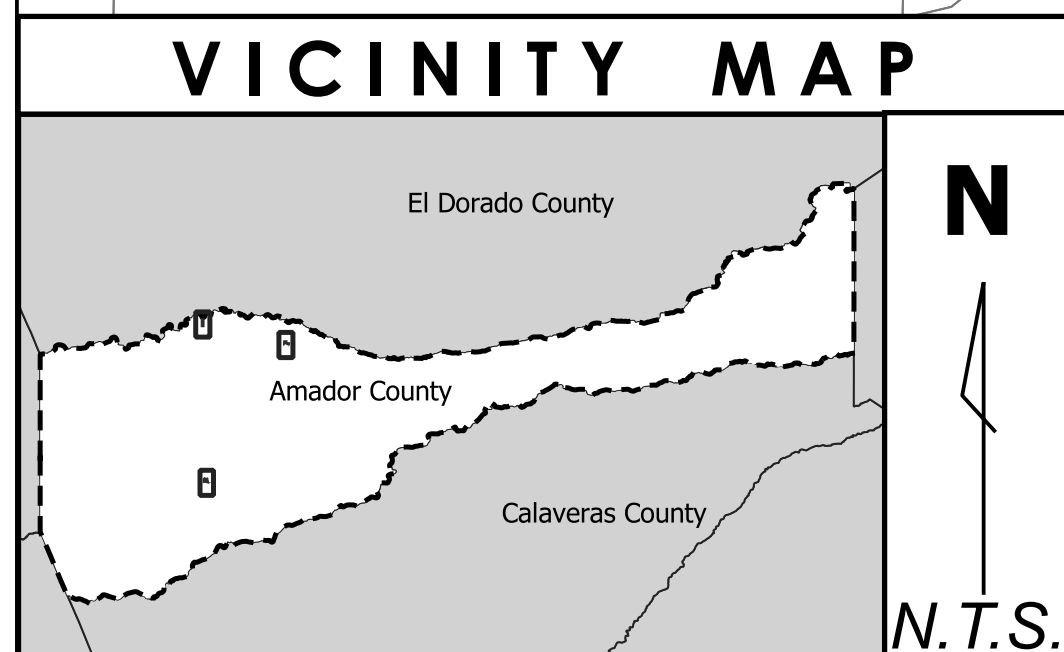
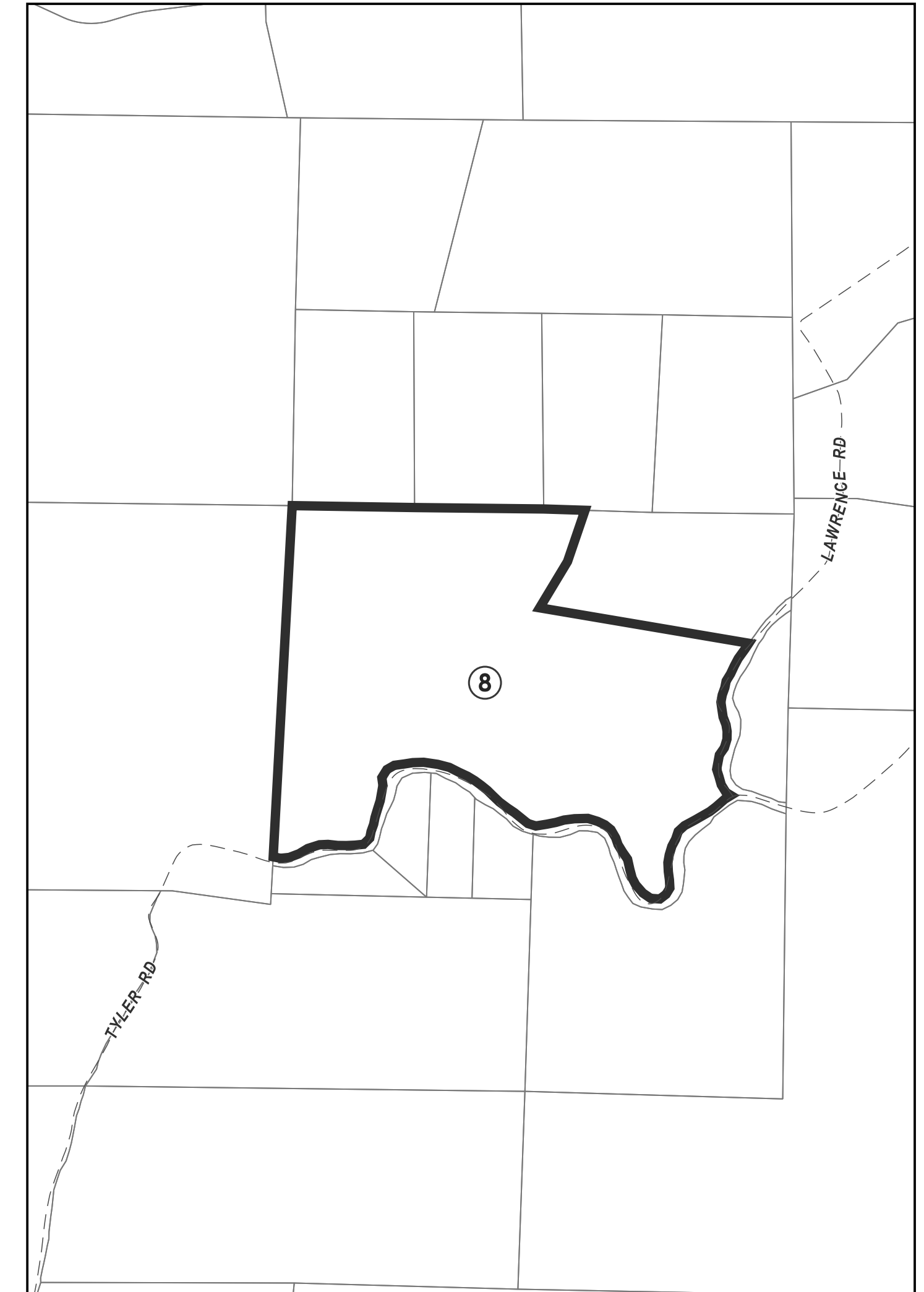
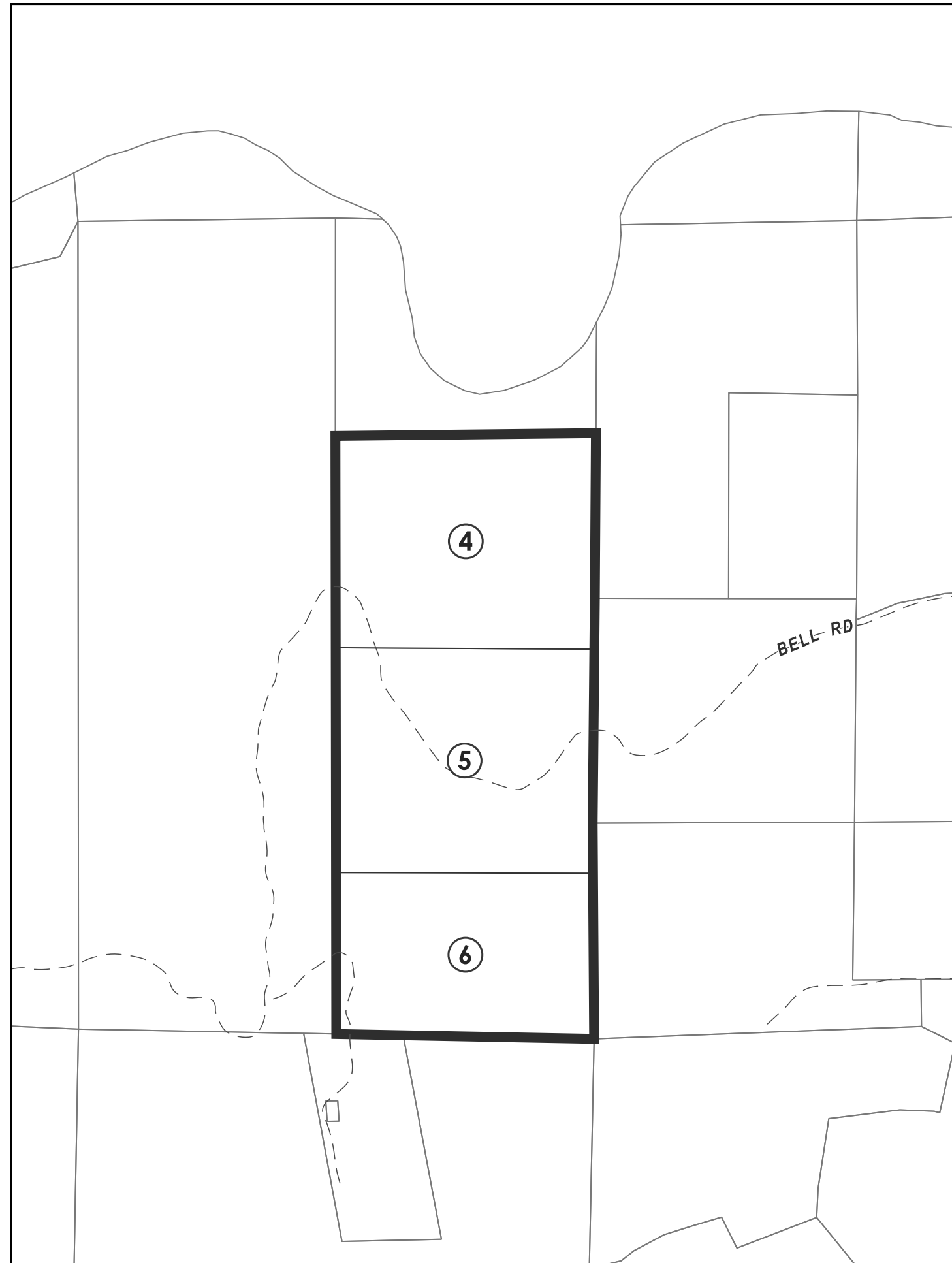


334 Via Vera Cruz
Suite 256
San Marcos, California 92078
Phone (760) 510-0290 Fax (760) 510-0288

DATE PREPARED: OCTOBER 2023


ANNEXATION MAP NO. 15 OF
 COMMUNITY FACILITIES DISTRICT NO. 2006-1
 (FIRE PROTECTION SERVICES)

COUNTY OF AMADOR
 STATE OF CALIFORNIA



Legend

 PROPOSED BOUNDARY

 MAP NUMBER REFERENCE

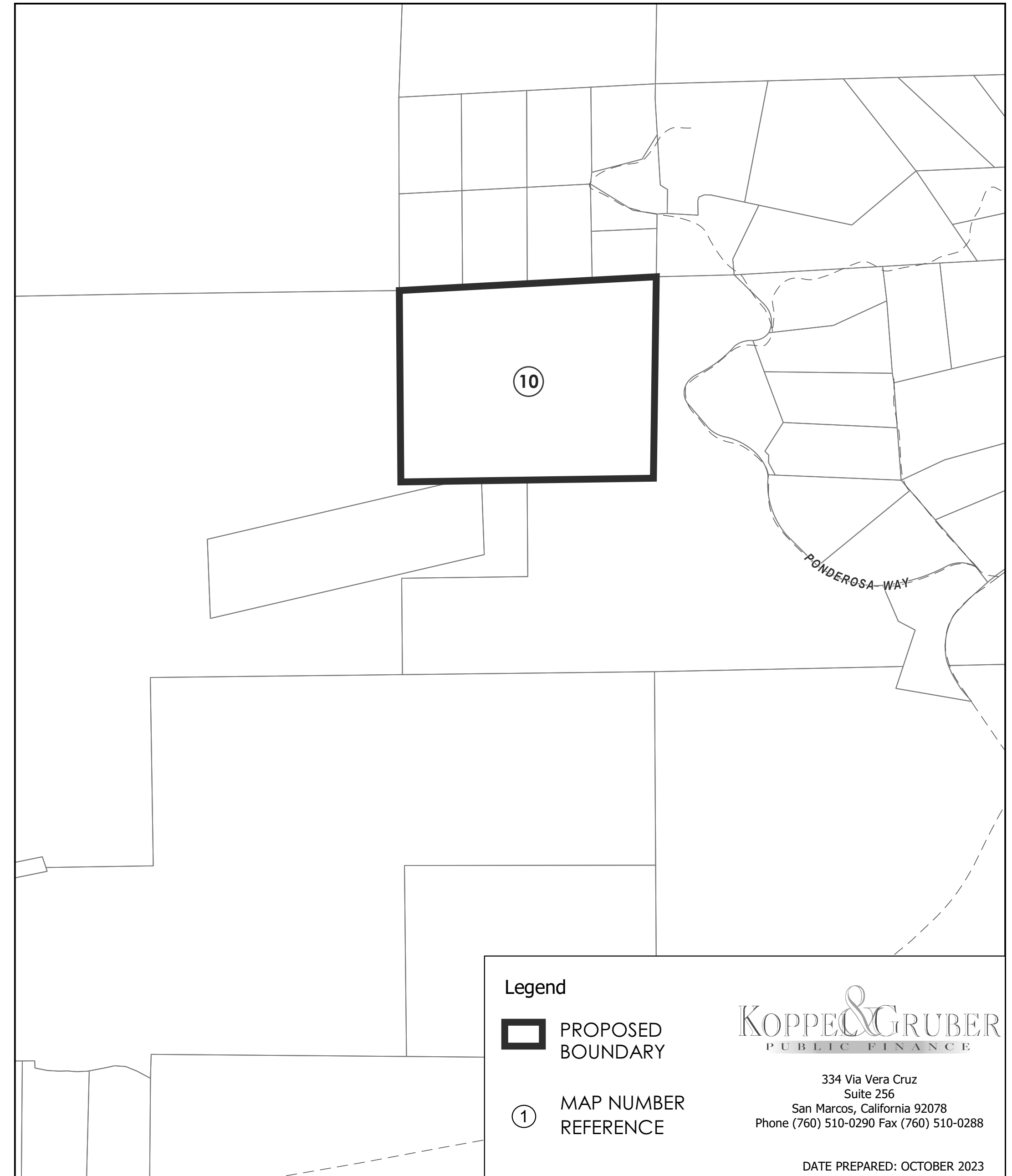
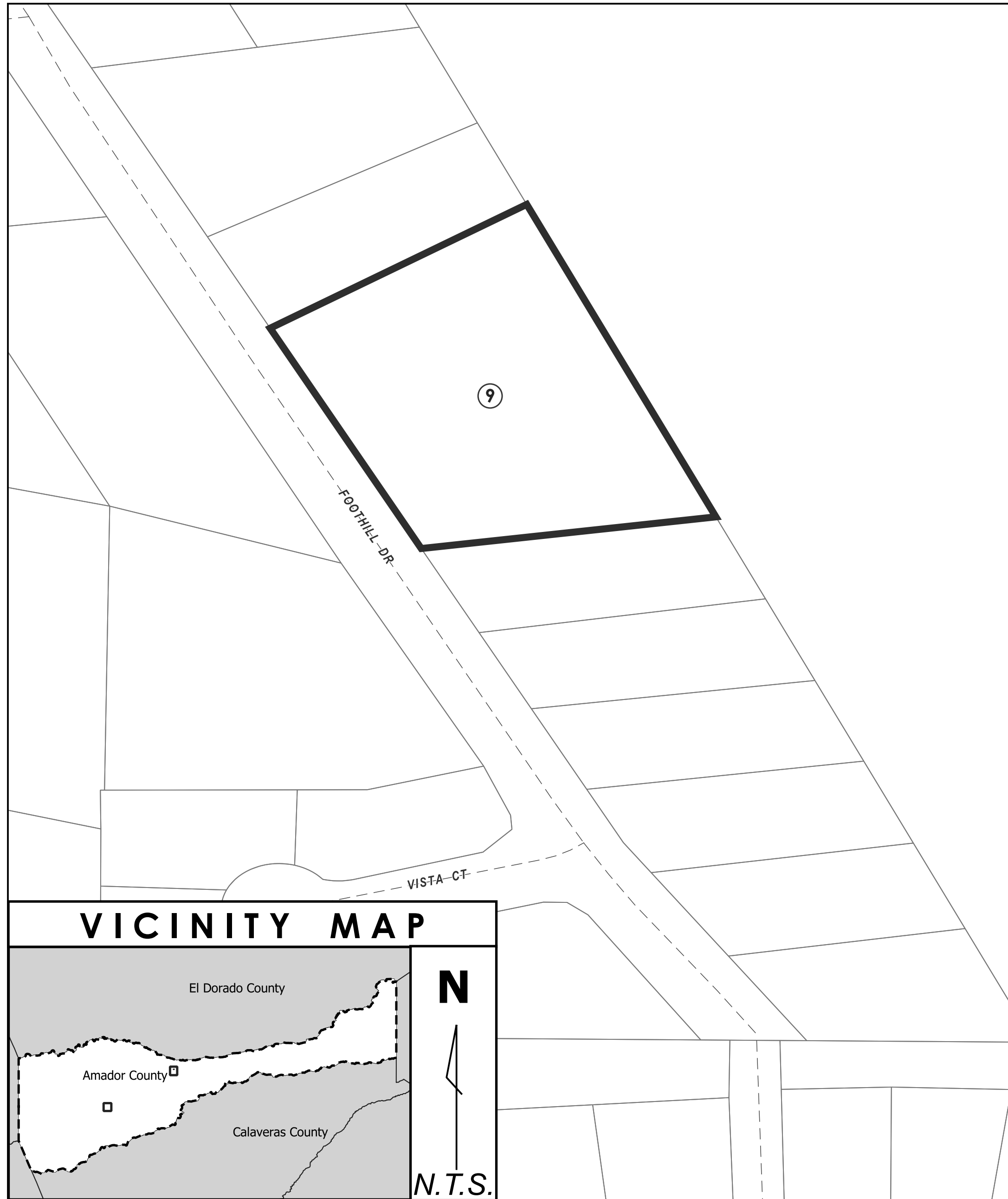
KOPPEL & GRUBER
 PUBLIC FINANCE

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

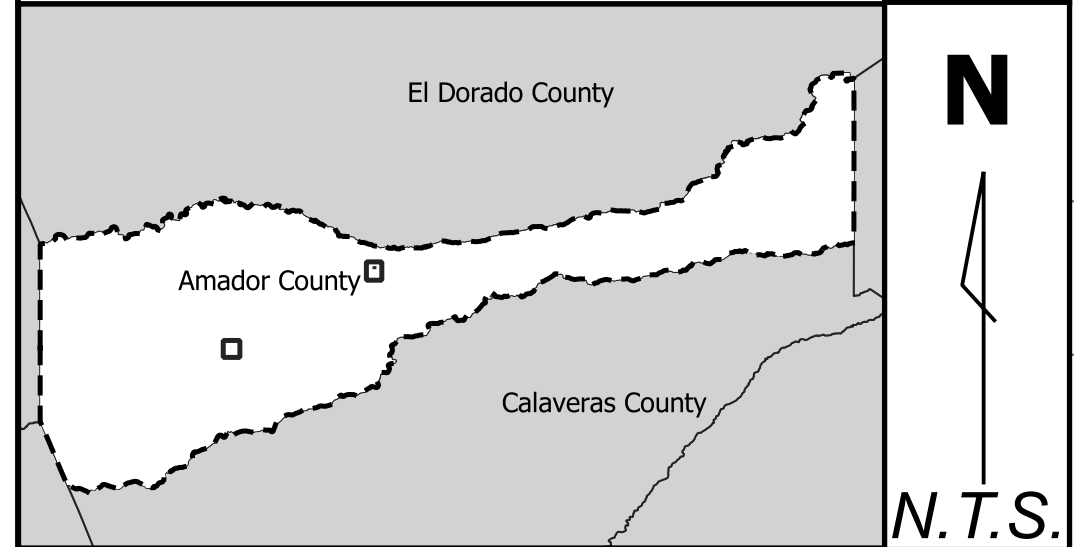
DATE PREPARED: OCTOBER 2023

ANNEXATION MAP NO. 15 OF
COMMUNITY FACILITIES DISTRICT NO. 2006-1
(FIRE PROTECTION SERVICES)

COUNTY OF AMADOR
STATE OF CALIFORNIA



VICINITY MAP



Legend

- PROPOSED BOUNDARY
- MAP NUMBER REFERENCE

KOPPEL & GRUBER
PUBLIC FINANCE

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

DATE PREPARED: OCTOBER 2023

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: November 7, 2023

SUBJECT

General Services Administration: Dispense with the formal bidding procedures for the purchase of Rubrik Complete Edition Software and Support to use by IT for backing up the system.

Recommendation:

1) Dispense with the formal bidding procedures and; 2) Authorize the Purchasing Agent to facilitate the purchase in the amount not to exceed \$60,486.85 for the purchase of Rubrik Complete Edition Software and Support.

4/5 vote required:

Yes

Distribution Instructions:

Jon Hopkins - GSA, Jeff White - IT, Tacy Oneto Rouen - Auditor

ATTACHMENTS

- [MEMO Dispense with formal bidding IT 10.31.23.pdf](#)
- [Signed Exemption.pdf](#)
- [ePlus Quote.pdf](#)
- [Participating Addendum.pdf](#)

GENERAL SERVICES ADMINISTRATION

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


LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6377 FAX: (209) 223-0749 E-MAIL: dwhitaker@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Support Services Director 

DATE: October 31, 2023

SUBJECT: Dispense with the formal bidding procedures for the purchase of Rubrik Complete Edition Software and Support

Background: Please see the attached Exemption Request from Jeff White, IT Director, dated October 25, 2023 for the purchase of Rubrik Complete Edition Software and Support to adhere to the County's need for a modern highspeed immutable backup and recovery solution. The Information Technology (IT) Department has adequate funding for this purchase, not to exceed \$60,486.85. GSA has reviewed and approved the exemption request and requests moving forward with this purchase.

Analysis: The value of the purchase exceeds the Purchasing Agent's authority and therefore, must be considered by the Board of Supervisors as per Title 3 Revenue and Finance Chapter 3.08 Section 3.08.200, Dispensing with Bids.

Non-competitive acquisitions should be avoided to the greatest extent possible, however, ePlus the reseller for Rubrik has entered into a Participating Addendum No. 7-17-70-40-05 with NASPO. This agreement satisfies the public bidding process and dispensing with a formal bid procedure is recommended.

Alternatives: N/A

Fiscal or Staffing Impacts: IT has adequate funding for this purchase.

4/5ths vote: Yes

Recommendation(s): 1) Dispense with the formal bidding procedures and; 2) Authorize the Purchasing Agent to facilitate the purchase in the amount not to exceed \$60,486.85 for the purchase of Rubrik Complete Edition Software and Support.

cc: Chuck Iley, CAO
Jon Hopkins, GSA Director
Jeff White, IT Director
file

Attachments: Signed Exemption Form
Quote from ePlus dated 9/11/2023
NASPO Participating Addendum



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: Information Technology 1970 **Date of Request:** 10-25-2023

Contact Name: Jeff White

Phone: 209-223-6555

Estimated Total Cost: \$ \$60,450

Proposed Vendor: ePlus

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.

 X **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

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.
- 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: The County is in need of a modern highspeed immutable backup and recovery solution. Time has been invested in research and discussions with other CA counties and cities regarding a best fit solutions to meet the needs which include recovery in the event of ransomware. The Rubrik solution through ePlus continues to be recommended by our neighbor Local Governments including the counties of Yuba, Calaveras, Nevada, San Joaquin, El Dorado, and Yolo. An article regarding Yolo County's ransomware recovery with Rubrik is attached with the PO Req. Staff have verify the products functionality and I have verified the Rubrik part numbers are included in the NASPO catalog along with the required retail price and contract price, and I've verified the preferred reseller, ePlus is an authorized reseller on the contract; authorization letter from Carasoft is attached with the PO Req. The referenced contract is: **NASPO ValuePoint Master Agreement No. AR2472 Carahsoft Technology Corp, and CALIFORNIA PARTICIPATING ADDENDUM NO. 7-17-70-40-05**, also attached with the PO Req.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation. We've researched industry options and had discussions with other Counties to identify the best fit, then attended a product demonstration. With the inclusion of the product on NASPO contract and verified in the NASPO catalog, I requested a quote from ePlus for the Rubrik solution sized appropriately for Amador's needs; that quote is attached with the PO Req.

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.

Jeff White Jeffry Powrozek

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: _____

Dept. Head (or Auth. Rep.) / Date

Digitally signed by Jeff White
Date: 2023.10.25 18:10:33 -07'00'

PROCUREMENT
APPROVAL: _____

Procurement Officer / Date

Procurement Officer Use Only

- Contract
- Purchase Order
- On Account
- BOS Approval Required

March 29, 2023

To Whom It May Concern:

Please be advised that ePlus (“Reseller”) and Carahsoft Technology Corp. (“Carahsoft”) have entered into an agreement whereas Reseller is authorized to quote, receive orders, and invoice on behalf of Carahsoft for its NASPO Cloud Solutions- CA Contract # 7-17-70-40-05 (“Contract”).

This agreement applies to Rubrik products and is effective for the life of the Contract.

Please feel free to contact us at SLEDcontracts@carahsoft.com with any questions you may have.

Sincerely,

Kristina Smith

Kristina Smith
Contracts Director
Carahsoft Technology Corp.

Data Backup.com

County's ransomware remediation includes backup, security

By Paul Crocetti

It's an IT administrator's nightmare: a call in the middle of the night.

In Yuba County, California, that call came in from the sheriff's office at 2:30 a.m. to say that services were unavailable. In this case, it was an even bigger nightmare -- the county got hit with DoppelPaymer ransomware.

However, the February incident could have been worse. Yuba County uses Rubrik to back up all of its server infrastructure, both virtual and physical. Yuba County CIO Paul LaValley said one of the few satisfactions he experienced during the ransomware remediation process was that he knew he had data backed up and wouldn't need to pay for its recovery.

"One hundred percent of what we had backed up we were able to recover," LaValley said this week at Rubrik Forward, the data protection vendor's user conference.

How Yuba County recovered

Sixteen people work in Yuba County's centralized IT department. They manage services for all departments of the county, which is about 40 miles north of Sacramento and home to 79,000 residents. The most critical services are connected with public safety, including the sheriff's office, emergency services and the health department, which was especially important during the pandemic.

While some organizations would rather not admit to getting hit with ransomware, LaValley said he hopes that by telling his story, he can help businesses prevent or survive future attacks.

The infection started a few weeks earlier, in January, getting in through a PC in the building department. LaValley said it was most likely file-based, not email -- the building department deals with lots of other parties and file exchanges.

The day before that late-night phone call, the county's Active Directory experienced Kerberos issues. LaValley said they didn't realize at the time that it was part of the attack. In addition around that time, Sophos identified a Dridex infection.

The attackers then created a fraudulent enterprise admin account and encrypted 50 PCs and 100 servers.

IT staffers began the ransomware remediation process by immediately disconnecting all servers, which were about 95% virtual, so it was relatively easy, LaValley said. As a starting point for recovery, IT initially restored Active Directory from a two-week-old backup.

The department disabled admin accounts, notified businesses and users, informed authorities including the FBI, and blocked all network traffic outside the U.S. During the recovery process, it also uploaded evidence for forensic analysis.

Yuba County had an on-premises Rubrik appliance and replicates to the cloud for disaster recovery. Within a day, it had the critical systems back -- about 20% of its total. The next group of systems took a week and the remainder took another couple of weeks. LaValley said the VMware infrastructure and lack of documentation held them up.

"Rubrik was never a bottleneck in that process," he said. "One hundred percent of what we had on Rubrik, we were able to recover."

The county performed live mount and re-imaged affected PCs and physical servers. A couple of the servers were not in the backup cycles, but LaValley acknowledged that was the county's fault and proper documentation would have helped.

As one of the last pieces of the ransomware remediation process, IT had to rebuild trust with agencies and partners to reconnect.

"It took a while to convince them we had things locked down," LaValley said.

Guidelines for ransomware remediation

Ransomware has made headlines for several years, but it was really thrust into the spotlight again this month with the Colonial Pipeline attack. In that case, Colonial Pipeline reportedly paid a \$5 million ransom.

Organizations often have to pay even if they have a backup platform, said Dan Rogers, president of Rubrik. For example, Colonial Pipeline reportedly restored some of its data from backups.

"Cyberattackers are getting a lot smarter," Rogers said at Rubrik Forward, which was virtual again this year.

Ransomware that attacks backups is one recent trend. Immutable backup that attackers can't alter or delete is one way to alleviate that threat.

LaValley had several tips for ransomware remediation and prevention:

- Verify recoverable, isolated backups that attackers can't access.
- Have complete backup and recovery documentation.
- Test recovery plans.
- Understand that Active Directory, while a critical infrastructure, does not have modern security capabilities, primarily multi-factor authentication.
- Get cyber-liability insurance and understand the policy and process.
- Tighten endpoint protection.

In addition, LaValley said Yuba County is stepping up user security awareness training and phish testing.

20 May 2021

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Customer Name: Amador County
 Quote No: 23028255
 Quote Name:
 Quotation Date: 09/11/2023

Sales Support Contact: Britiani Neff
 Sales Support Phone: 916-897-4667
 Sales Support Email: TEAM-BRITTANI-NEFF@EPLUS.COM
 Account Executive:
 Account Executive Phone:
 Account Executive Email:

Customer PO No:
 Order No:
 Expiration Date: 11/30/2023

External Notes: Contract Number: 7-17-70-40-05
 NASPO Master Contract Number: AR2472

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
001	RS-BT-CE30-BS-PP	RUBRIK	RUBRIK COMPLETE EDITION, 30TB USABLE; PER USABLE B ETB; BASIC SUPPORT; QTY 30 X 36 MONTHS = 1080 Line Note: CONTR:\$29,40	1080	28.10	30,348.00
002	RS-HIW-SVC-BS-S2	RUBRIK	SUPPORT FOR R6000S-2 HARDWARE, 1 YEAR SUPPORT; BAS IC SUPPORT QTY 1 X 36 MONTHS = 36 Line Note: CONTR:\$206.78 Term: 36 Months Qty 1 X 36 Months = 36	36	172.00	6,192.00
003	RHA-6404S-02	RUBRIK	R6404S APPLIANCE, 4-NODE, 48TB RAW HDD, 1,6TB SSD, 10GBASE-T NIC Line Note: CONTR: \$19,825.31 Term: 36 Months Qty 1 X 3 Years = 3	1	16,210.00	16,210.00
004	EPLUS-PRO-SERV	EPLUS	EPLUS PROFESSIONAL SERVICES CONFIGURE AND INTEGRATE	1	7,700.00	7,700.00

Totals		Sub Total (USD):	60,450.00
Shipping:		Est. Tax (USD):	TBD if Applicable
Packing:		Freight (USD):	0.00
		Total (USD):	60,450.00

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Customer PO #: _____

Bill To

Amador County

Ship To

Amador County

KOSOVO

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*NGDC P2 4.0.1

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

- A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

- 1) **General Provisions – Information Technology (GSPD-401IT)**, effective 9/5/2014. The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.
- 2) **Cloud Computing Special Provisions for Software as a Service (SaaS)**, effective 9/3/14. The five (5) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-40-05
- B. Utah NASPO ValuePoint Master Agreement Number AR2472
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

- A. The following service offerings are prohibited under this Participating Addendum:
 1. Infrastructure as a Service (IaaS)
 2. Platform as a Service (PaaS)
 3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS) Description
 - 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
 Department of General Services, Procurement Division
 Attention: Cooperative Agreement Program
 707 3rd Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Carahsoft Technology Corp.
Name: Jack Dixon
Phone: 703-230-7545
Fax: 703-871-8505
E-Mail: naspo@carahsoft.com
Address: 1860 Michael Faraday Drive, Ste 100
Reston, VA 20190

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Yolanda Tutt
Phone: 916.375.4408
Fax: 916.375.4663
E-Mail: yolanda.tutt@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Agency Name

Rhonda Smith 9/15/2017
Signature of Authorized Signer *Date Signed*

Carahsoft Technology Corp.

Contractor Name

[Signature] August 9, 2017
Signature of Authorized Signer *Date Signed*

Ricardo Martinez, Acting Deputy Director
Printed Name and Title of Authorized Signer

Ellen Lord, Contracts Manager

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Address

Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: November 7, 2023

SUBJECT

Social Services: Transitional Housing Program, Round 5

Recommendation:

Review and approve the resolution to allow the Director of Social Services to accept the County allocation for Round 5 of the Transitional Housing Program funds.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [Memo-Transitional Housing Program Round 5 Funding.docx](#)
- [THP-Round5 Resolution FY 23-24.docx](#)



DEPARTMENT OF SOCIAL SERVICES

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

MEMO

Date: October 31, 2023

To: Amador County Board of Supervisors

From: Anne Watts, Director, Amador County Department of Social Services

Subject: Application for and acceptance of the county allocation award under the Transitional Housing Program, Round 5

When left without support and resources, young adults aged 18-25 years old can face significant barriers to finding stable, safe, and affordable housing. As a result, many of these young adults are at high risk of falling into homelessness. The Transitional Housing Program provides funding to county child welfare programs to help this population find and maintain housing, with priority given to those who were formerly in foster care. (SB 80, Statutes of 2019)

The funds may be used to identify housing services for this population, to help this population secure and maintain housing, to improve the coordination of services, and to conduct outreach to those with the most severe needs. Amador County has accepted these funds previously during the prior funding rounds. Round 5 will provide \$23,310 to Amador County young adults.

Should the county elect to not accept these funds, the county's former foster youth would receive less support to secure housing. The Department does not have any other funding source specifically to meet this need.

RECOMMENDATION

It is recommended that Amador County apply for and accept Transitional Housing Program Round 5 funds and that Anne Watts, Director of the Amador County Department of Social Services, be authorized to sign the associated application forms.

Transitional Housing Program (THP) Round 5 for Amador County

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

IN THE MATTER OF: ROUND 5 TRANSITIONAL HOUSING PROGRAM

RESOLUTION NUMBER: _____

THIS RESOLUTION AUTHORIZES AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 5 OF THE TRANSITIONAL HOUSING PROGRAM.

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance Form, dated October 19, 2023 under Round 5 of the Transitional Housing Program (“THP”), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the “THP Allocation Acceptance Form”).

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP program; and

WHEREAS, the County of Amador (“County”) is listed as an eligible applicant in the Allocation Acceptance Form, dated October 19, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Amador does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount not to exceed \$23,310 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$46,620.

SECTION 7. That the Director of the Amador County Department of Social Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the "Allocation Award Documents").

SECTION 8. That County shall be subject to the terms and conditions that are specified in the THP Allocation Award Documents, and that County will use the THP Allocation Award funds, and any additional THP Allocation funds, in accordance with the Allocation Acceptance Form, the THP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP requirements, or other applicable laws.

SECTION 9. That County has the discretion to accept any or all of the THP program funds that it has been awarded.

PASSED AND ADOPTED this 7th day of November, 2023, by the following vote:

INSTRUCTION: *Must fill in all four vote-count fields below. If none, indicate "0" for that field. Resolution must have an attestation that affirms document is true and correct.*

AYES _____ [Insert Number of Ayes]

NOES _____ [Insert Number of Noes]

ABSTENTIONS _____ [Insert Number of Abstentions]

ABSENT _____ [Insert Number Absent]

By: _____
[Below Signature Line Insert Printed Name and Title
Of Chairman of Board of Supervisors or Clerk of Board]

STATE OF CALIFORNIA

County of [_____]

I, [_____] , County Clerk of the County of [_____] , State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this _____ [Insert Numerical Day] day of _____ [Insert Month], 20____ [Insert Year, Preceded by 20]

[Insert Printed name of County Clerk Here]
Clerk of the County of [_____] , State of California

By: _____
[Insert Printed Name and Title]

RESOLUTION CHECKLIST

Minimum Requirements

- County name
- Title of Signatory(ies)**
Note: title of authorized signatory(ies) is preferred for THP/HNMP resolutions. Names may be included, but the Department will then only accept signatures on behalf of the County from the named person. Current supporting documentation evidencing the individual who currently holds the position **must** be provided.
- Reference to Allocation Acceptance Form date
- Standard Agreement or Grant Agreement language (authorizes signatory(ies) to sign Grant Contract/Standard Agreement)
- Amendment provision included
- Meeting Date, All Votes (Ayes, No's, Absent, Vacant), and signature(s) included
- Resolution number(s) **OR Project** Site Name (Required to differentiate multiple contracts issued to same contractor)

Authorized Signatory(ies) – *And vs. Or*

And – Director and Deputy Director

Both individuals named must sign the Standard Agreement.

Example: “The Board hereby authorizes Director **and** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

Or – Director or Deputy Director

Either individual may sign--only one signature is required.

Example: “The Board hereby authorizes the Director **or** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

And/or – Manager and/or Director

Effective December 9, 2014, HCD’s Legal Assistance Division (LAD) declared this language legally insufficient. Resolutions with this language will not be accepted.

Example: “The Board hereby authorizes the Director **and/or** Deputy Director to execute the Standard Agreement in an amount not to exceed...”

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: November 7, 2023

SUBJECT

Social Services: Child Welfare Case Review Agreement Amendment with CDSS

Recommendation:

Review and approve resolution for Standard Agreement STD 19-5081 A1 with revised Exhibit A and Standard Agreement Amendment.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [01 STD 213a.pdf](#)
- [02. contract exhibits.pdf](#)
- [Memo Child Welfare Case Review QA CDSS Contract Amendment-1.docx](#)
- [2023 Resolution A1 \(1\).docx](#)

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	19-5087	A1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Amador County Department of Social Services

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

January 1, 2020

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$59,781.00 Fifty-Nine Thousand Seven Hundred Eighty-One Dollars and 00/100

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Receivable Agreement 19-5087 originally made and entered into on January 1, 2020, is hereby amended on this day of July 01, 2023 in the following particulars and no others:

A. STD 213A, item 3, the maximum amount payable of this Agreement is hereby amended to read: increase the maximum amount payable by \$10,870.00 from \$48,911.00 to \$59,781.00. The maximum amount payable under this Agreement shall not exceed \$59,781.00.

B. Exhibit A - Scope of Work is hereby amended to update Agreement language in Sections I. Background, III. Responsibilities of the Parties, and V. Project Representatives.

C. Exhibit B - Budget and Budget Justification is hereby amended to update Agreement Language and reimbursement terms.

D. Exhibit B - Attachment 1 - Composite Budget for Tier 1 Counties is hereby amended to update budget amounts for fiscal year 23/24.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Daniel Schott

TITLE

SSM II, Non-IT Contracts

CONTRACTOR AUTHORIZED SIGNATURE

Daniel Schott

DATE SIGNED

09/26/2023

Digitally signed by Daniel Schott
Date: 2023.09.26 15:18:33 -07'00'

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

AGREEMENT NUMBER 19-5087	AMENDMENT NUMBER A1	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Amador County Department of Social Services				
CONTRACTING AGENCY ADDRESS 10877 Conductor Boulevard, Suite 200		CITY Sutter Creek	STATE CA	ZIP 95685
PRINTED NAME OF PERSON SIGNING Anne Watts		TITLE Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable)		

**REVISED EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

I. Background

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts **second level** QA reviews on a select subset of cases reviewed for each county.

II. Purpose

Amador County (County) and CDSS (hereinafter referred to individually as "Party" or collectively as "Parties") hereby enter into this Agreement for conducting, at the County's option, either first-level QA or Case review and first-level QA.

III. Responsibilities of the Parties

A. Amador County Responsibilities

1. Within 40 **5** business days of receiving a case list, **coordinate with the CDSS to** evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry ~~form~~ to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.
2. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting and scheduling interviews when the County has selected Section B, Option 1.
3. Track and address safety and policy concerns.

4. Identify at least one staff with Online Monitoring System (OMS) **and** **Salesforce** access to coordinate with the CDSS and act as a point of contact.
5. Prepare all necessary case files and provide access to all needed case records.
6. Provide appropriate work space for the duration of the case review and QA process including, but not limited to:
 - a. Internet, telephone, and printer access; and
 - b. Private interview room.
7. **Submit monthly one third of quarterly required cases when the County has selected Section B, Option 2.**

B. CDSS Responsibilities.

(Please select one of the two options below indicating your election.)

OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance

1. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.
2. Complete the OSRI.
3. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
4. CDSS Case Review staff will review the case ~~and county-level QA~~ information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
5. Identify and interview case review key participants in collaboration with the county contact.
6. Follow security, retention, and destruction policies for case review material.
7. Perform first-level QA.
8. Provide feedback and technical assistance on the accuracy of the case review.
9. Report out aggregate case review findings.
10. Provide OMS access to the county contact.

OPTION 2 - CDSS Responsibilities: Quality Assurance Only

1. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
2. CDSS Case Review staff will may facilitate a review of the case and county-level QA information in the OMS with the county review staff. The CDSS Case Review staff will ~~then~~ set-up debriefs with counties in person or remotely via phone or online meeting at the request of the county.
3. Perform first-level QA.
4. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.
5. Report out aggregate case review findings.
6. Provide OMS access to the county contact.

IV. Additional Terms

1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.
2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:
 - a. The Agreement will go into effect at the beginning of the following Quarter.
 - b. The CDSS will be responsible for a pro-rated number of cases.
 - c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.
3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment 1.
4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1st for termination of the Agreement prior to the start of the next state fiscal year.
5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

V. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS

Robert Eldridge
Contract Manager
744 P. Street, M.S. 8-12-91
Sacramento, CA 95814
(916) ~~651-6398~~ **212-3247**
Robert.Eldridge@dss.ca.gov

Amador County

~~Adrita Miller~~ **Mikey Habbestad**
Program Manager
10877 Conductor Blvd., Suite 800**200**
Sutter Creek, CA 95685
(209) 223-6210
~~Amiller~~ mhabbestad@amadorgov.org

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

Revised Exhibit B Budget and Budget Justification

Case Review Allocation Funding

Counties are provided an allocation **funding including state general fund and a county match** for staffing for case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding allocation **funding** amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

- 1.) Counties that have ~~0-99~~ cases **an average of between 40-89 cases available for sampling per quarter** perform 8 case reviews per year and are allocated 1 FTE.
 - a. **Counties that have an average of 39 or less cases available for sampling per quarter perform 1-4 case reviews per year.**
- 2.) Counties that have ~~100-299~~ **an average of between 90-399 cases available for sampling per quarter** perform 20 case reviews per year and are allocated 2 FTEs.
- 3.) Counties that have ~~300~~ **an average of between 400-999 cases available for sampling per quarter** perform ~~70~~ **48** case reviews per year and are allocated 3 FTEs.
- 4.) Counties that have **an average of** 1,000 or more cases **available for sampling per quarter** perform 100 case reviews per year and are allocated 4 FTEs.

Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated ~~\$43,477~~ **86,954** annually for case review activities. Counties in Tier 2 are allocated ~~\$86,955~~ **173,910** annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opt out of this Agreement written notice must be provided no later than March 1st.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

Option 1: CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation (**inclusive of both state general fund and county match**).

- CDSS would invoice Tier 1 counties for up to ~~\$39,129~~ **78,259** (90 percent of ~~\$43,477~~ **86,954**).
- CDSS would invoice Tier 2 counties for up to ~~\$78,260~~ **156,519** (90 percent of ~~\$86,955~~ **173,910**).

Option 2: CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation (**inclusive of both state general fund and county match**).

- CDSS would invoice Tier 1 counties for up to ~~\$10,869~~ **21,739** (25 percent of ~~\$43,477~~ **86,954**).
- CDSS would invoice Tier 2 counties for up to ~~\$21,739~~ **43,478** (25 percent of ~~\$86,955~~ **173,910**).

Note: For both Options 1 and 2 CDSS will continue to bill based on actual cost from the County Expenditure Claim.

Composite Budget for Tier 1 Counties:
 Estimate for Entire Proposed Project Period
 01/01/2020 to 06/30/2024

Please check one of the two check boxes below indicating your preference.

Option 1 – Case Review and Quality Assurance

From: To:	01/01/2020 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
Total Estimated Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Costs for Project Period
Case Review and Quality Assurance	\$19,565	\$39,129	\$39,129	\$39,129	\$39,129	\$176,081

Option 2 – Quality Assurance Only

From: To:	01/01/2020 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
Total Estimated Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Costs for Project Period
Quality Assurance	\$5,435	\$10,869	\$10,869	\$10,869	\$10,869 21,739	\$48,914 59,781



DEPARTMENT OF SOCIAL SERVICES

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

MEMO

Date: October 18, 2023

To: Amador County Board of Supervisors

From: Anne Watts, Director, Amador County Department of Social Services (DSS)

Subject: Standard Agreement with California Department of Social Services (CDSS)
Regarding First Level Quality Assurance of Child Welfare Case Reviews
Amendment 1

County Child Welfare Departments are required to implement a qualitative case review process, utilizing a complex, statewide review tool, of randomly selected child welfare and juvenile probation cases each year (AB 592 and AB 403). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review. The process includes a case review, a first level quality assurance (QA) review, and a second level QA review. While CDSS conducts the second level review for all counties, the first level QA review is the responsibility of the County. The QA process is intended to maintain the integrity of the case reviews. Due to limited resources, smaller counties have been given the option of entering into an agreement with CDSS so that CDSS can assist with some of the requirements.

Amador County has a current agreement with CDSS for the first level QA reviews that ends June 30, 2024 (Standard Agreement 19-5087). CDSS has requested to make edits to the contract language and minor edits to the scope of work included in the current agreement to enable CDSS to drawdown the correct amount of funding on their budget side. (See attached Standard Agreement 19-5087 A1.)

If the County chooses not to continue this agreement, DSS will be out of compliance and would be risking the loss of Title IV-E funds.

It is recommended that Amador County DSS continue to contract with CDSS for first level QA review and that the Board of Supervisors approve the Standard Agreement 19-5087 Amendment 1 with the requested edits. It is further requested that the Board of Supervisors resolve that Anne Watts, Director of the Department of Social Services, be authorized to sign and to execute the agreement on behalf of the County of Amador.

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

IN THE MATTER OF:

RESOLUTION APPROVING THE STANDARD
AGREEMENT STD 19-5087 A1 WITH ATTACHED
EXHIBITS BETWEEN CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES AND AMADOR COUNTY
REGARDING FIRST LEVEL QUALITY ASSURANCE
OF CHILD WELFARE CASE REVIEWS

RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Standard Agreement STD 19-5087 A1 with Attached Exhibits by and between Amador County and California Department of Social Services on the terms and conditions contained therein as it relates to the provisions of this Agreement; and

BE IT FURTHER RESOLVED that Anne Watts, Director of the Department of Social Services, is hereby authorized to sign and to 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 7th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

, Chairperson, Board of Supervisors

ATTEST:

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

Deputy