

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, January 09, 2024
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CLOSED SESSION **8:30 A.M.** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director

- 1.a. COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins
PROPERTY: APN 044-010-116-000 (.5 +/- Acres)
Portion of Airport Property
NEGOTIATING PARTIES: Golden Pegasus, LLC
UNDER NEGOTIATION: Terms and Conditions to Consider for Commercial Hangar 5
Suggested Action: Discussion and possible action

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

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

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

- 3.a. Initiation of Litigation (Section 54956.9(d)(4)).
One Case
Suggested Action: Discussion and possible action.

4. CONFIDENTIAL MINUTES:

- 4.a. Review and possible approval of the December 19, 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 (#8) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

5. REGULAR AGENDA:

- 5.a. Board of Supervisors: Discussion and possible action relative to the election of the 2024 Chairman and Vice-Chairman.
Suggested Action: Pleasure of the Board
- 5.b. Board of Supervisors: Passing of the gavel to the incoming 2024 Chairman of the Board of Supervisors and presentation of a plaque honoring outgoing Chairman Jeff Brown.
Suggested Action: Presentation
- 5.c. 2024 Committee Assignments: Discussion and possible action relative to the 2024 Committee Assignments for the Board of Supervisors.
Suggested Action: Pleasure of the Board
[2024_Committee_Assignments.doc](#)
- 5.d. Administrative Agency: Amador County impacts due to Proposition 1.
Suggested Action: Discussion and Possible Action.
[Email from Paul Simmons.pdf](#)
[Proposition 1 Informational CSAC Data.pdf](#)
- 5.e. SR 88 Pine Grove Corridor Improvements Project
Suggested Action: 1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project. A special Board meeting will need to be held prior to

January 21, 2024 (a Sunday) to either award the current bid or reject all bids. OR . A) Award ITB 23-23 SR 88 Pine Grove Corridor Improvements Project to George Reed, Inc. in an amount not to exceed \$9,858,426.00 and B) Authorize the Board Chairman to sign the construction contract based on the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and C) Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and D) Authorize the Board Chairman to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor. OR 3. Reject all bids and direct staff to scale project back to fit the current available funding. OR 4. Reject all bids and terminate the project.

[BOS Memo SR 88 Pine Grove Corridor Improvements Project.pdf](#)

[ITB 23-23 Sample Contract.pdf](#)

- 5.f. State Route 88 / Pine Grove Improvement Project;
Amended District 10 Cooperative Agreement 10-0541 A3
Suggested Action: 1. Approve the Cooperative Agreement in its current form; and
2. Authorize the Chairman to sign the final version of the agreement (if not substantially changed) by wet signature or by e-signature.
[10-0541_A3_HQ_APPR__112023_Clean.doc](#)
[Table 1 - Project Costs and Funding.pdf](#)
[Table 2 - Construction Funding.pdf](#)
[Revised_SR_88_Pine_Grove_Project_Co-op_Agreement_BOS_memo.doc](#)
- 5.g. Administrative Agency: Discussion and Possible Action Relative to Amending Section 2.68.020 of Chapter 2.68, as it Relates to Salaries of Elected Officials.
Suggested Action: Waive the reading and schedule for adoption on the January 23, 2024 Consent Agenda.
[Elected_Officials_Ordinance_Amendment-_30yr_longevity_draft.doc](#)
[Elected_Officials_Ordinance_Amendment-_30yr_longevity_final.doc](#)
- 5.h. Review and possible approval of the December 19, 2023 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.
[December 19, 2023 DRAFT Minutes.docx](#)

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

- 6.a. Budget increase from trust to department 2710 to cover the final invoice for the completion of the Vital Records project.
Suggested Action: Approve
[Memo to BOS Kofile budget transfer.pdf](#)
[BT Trust 101214 to 2710.pdf](#)
[Journal 7700-101214 to 2710_12.13.23.pdf](#)
- 6.b. Resolution honoring Tamara Garner on her retirement
Suggested Action: Approve and sign resolution
[Retirement Resolution Tamara Garner.docx](#)

- 6.c. Request to Reclassify the Administrative Technician in the Surveying and Engineering Department to a Senior Community Development Technician.
Suggested Action: Approve
[Memo - Reclassification Request Tiesha.doc](#)
- 6.d. Resolution Regarding Salaries and Fringe Benefits for Confidential Employees. It was modified to include an additional longevity wage increase for employees completing 25 years of service and a 2.5% pay range/pay rate increase to the Administrative Supervisor (SO) - Confidential classification.
Suggested Action: Approve
[Memo_-Confidential_Unit_Resoluton_Revision.doc](#)
[Confidential_Resolution_-_DRAFT_1.9.2024.doc](#)
[Confidential 10.1.2023 4% Amended 1.9.2023.pdf](#)
[Confidential_Resolution_-_FINAL_1.9.2024 \(1\).doc](#)
- 6.e. Resolution Regarding Salaries and Fringe Benefits for Management Employees. It has been modified to include an additional longevity wage increase for employees completing 30 years of service.
Suggested Action: Approve
[Memo_-Management_Unit_Resoluton_Revision.doc](#)
[Management_Resolution_DRAFT_1.09.2024.doc](#)
[Management_Resolution_FINAL_1.09.2024 \(1\).doc](#)
- 6.f. Treasurer-Tax Collector: Adoption of a Resolution approving the Statement of Investment Policy of the Amador County Treasurer-Tax Collector.
Suggested Action: Approval
[Memo IP \(23-24\).pdf](#)
[Investment Policy 2024.pdf](#)
[RES_24-XXX_Investment_Policy \(1\).doc](#)
- 6.g. Resolution Regarding Salaries and Fringe Benefits for Mid-Management Employees. It has been modified to include an additional longevity wage increase for employees completing 30 years of service.
Suggested Action: Approve.
[Memo_-Mid-Management_Unit_Resoluton_Revision.doc](#)
[MidMgmt_Resolution_DRAFT_1.09.2024.doc](#)
[MidMgmt_Resolution_FINAL_1.09.2024 \(1\).doc](#)
- 6.h. Surveying Department-request to set the date for a public hearing for a Public Utility Easement Abandonment. Said easement is being vacated as part of the request for a Certificate of Merger for Brian and Theresa Oertvig. The properties involved in said Merger are Lots 284 and 249 of Lake Camanche Village Unit 1 as recorded in Book 3 of Subdivision Maps at Page 8. Assessor's Parcel No.'s 003-190-009 and 003-190-014.
Suggested Action: Please adopt the Resolution, set the Hearing Date, and send out the Notices
[Oertvig ROI abandonment.docx](#)
[003S008.pdf](#)
[003S009.pdf](#)
[003S016.pdf](#)
[003S016_highlighted.pdf](#)
[Before___After_Oertvig.pdf](#)

- 6.i. Building Department: Agreement to Limit Use of Agricultural Structure for AG234693 - Neely
Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".
[AG234693_Notorized Agreement.pdf](#)
[AG234693_Resolution.docx](#)
[AG234693_Plot Plan.pdf](#)
- 6.j. Amended Classification and Wage Plans/Salary Schedules for the Consolidated Wage Plan, County Administrative Officer Wage Plan and the Amador County Deputy District Attorney's Classification and Wage Plan.
Suggested Action: Approve
[Memo-updated_Wage_Plans-Salary_Schedules \(1\).doc](#)
[CAO 10.01.2023 Amended 1.09.2024.pdf](#)
[Consolidated Salaries 10.1.2023 Amended 1.9.2024.pdf](#)
[ACDDAA 7.01.2023 6.5% Amended 1.09.2024.pdf](#)
- 6.k. Behavioral Health first amendment to agreement with Crestwood Behavioral Health
Suggested Action: Approve and sign amendment.
[Memo re Crestwood amendment fy 23-26.pdf](#)
[Crestwood 1st Amendment fy 23-26 signed by Contractor.pdf](#)
[Crestwood Behavioral Executed Agreement fy 21-24.pdf](#)
[Crestwood Exemption Request 12.14.23.pdf](#)
- 6.l. Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on a letter of support for a grant application the AFSC will be submitting in early January 2024. The proposed projects are as follows:
County-wide Community Wildfire Protection Plan (CWPP).
Suggested Action: Approval.
[BOS Cover Note_AFSC CWPP.pdf](#)
[BOS_LOS_CWPP__1_.doc](#)
- 6.m. Assessor - Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000
Suggested Action: Approve
[Seduli.pdf](#)
- 6.n. Social Services: Revisions to the MOU required by AB2083 for the Integration of Services for Youth in Foster Care
Suggested Action: Review and approve revisions in the MOU.
[Memo_Revised_AB_2083_MOU_01.2024.doc](#)
[REVISED_Amador_County_AB_2083_MOU_Including_Tribal_Consultation.doc](#)

7. ADJOURNMENT: UNTIL TUESDAY, JANUARY 23, 2024 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: General Services Administration

Meeting Date: January 9, 2024

SUBJECT

COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins

PROPERTY: APN 044-010-116-000 (.5 +/- Acres)

Portion of Airport Property

NEGOTIATING PARTIES: Golden Pegasus, LLC

UNDER NEGOTIATION: Terms and Conditions to Consider for Commercial Hangar 5

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Tacy Oneto-Rouen - Auditor

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

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

Employee Organization: All Units

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Initiation of Litigation (Section 54956.9(d)(4)).

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: January 9, 2024

SUBJECT

Review and possible approval of the December 19, 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: January 9, 2024

SUBJECT

Board of Supervisors: Discussion and possible action relative to the election of the 2024 Chairman and Vice-Chairman.

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Board of Supervisors: Passing of the gavel to the incoming 2024 Chairman of the Board of Supervisors and presentation of a plaque honoring outgoing Chairman Jeff Brown.

Recommendation:

Presentation

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

2024 Committee Assignments: Discussion and possible action relative to the 2024 Committee Assignments for the Board of Supervisors.

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

- [2024_Committee_Assignments.doc](#)

AMADOR COUNTY BOARD OF SUPERVISORS

2023 COMMITTEE ASSIGNMENTS

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

ADMINISTRATIVE (Chairman & Vice Chairman)..... ~~Brown/Oneto~~ **Oneto/Crew**

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

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

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

LAND USE Axe/Forster

Land Use Issues

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

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

TRIBAL RELATIONS/BVAC JOINT COMMITTEE Forster/Crew

PUBLIC WORKS Oneto/Crew

Public Works Issues, including Waste Management (Landfill)

WATER / JOINT WATER Brown/**Axe** ~~Oneto~~

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

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

2022/2023 Budget Ad Hoc Committee	Axe/Crew
Self Help Measure for Roads	Oneto/Axe/Brown*
Fire Clearance Standards Ad Hoc Committee	Brown/Oneto
Green Energy Committee	Axe/Brown
Animal Control Ad Hoc Committee	Forster/Crew

**** OTHER APPOINTMENTS ****

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

* denotes alternate member

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Administrative Agency: Amador County impacts due to Proposition 1.

Recommendation:

Discussion and Possible Action.

4/5 vote required:

No

Distribution Instructions:

Auditor-Controller, Behavioral Health, Social Services, File

ATTACHMENTS

- [Email from Paul Simmons.pdf](#)
- [Proposition 1 Informational CSAC Data.pdf](#)



Jeff Brown <jeffbrown@amadorgov.org>

Proposition 1 - likely challenges

californiansagainstprop1@gmail.com <californiansagainstprop1@gmail.com>

Wed, Jan 3, 2024 at 10:17 AM

To: jeffbrown@amadorgov.org

Good Afternoon!

I am part of a coalition of mental health organizations and consumers who are very concerned about a few impacts likely resulting from the impending passage of Proposition 1, which will be on the March 5 ballot

We have a number of concerns, but we would like to get a sense of the likely impacts on the county of Amador, and also in Your Area.

- It appears that well over 1/3 of the current MHSA funding (from Prop 63, the millionaire's tax) will be taken away from mental health services and diverted into other efforts. This will vary from county to county, but it's a BIG number, probably over \$1 billion per year statewide.

If this is passed, counties will still be held accountable, punitively, for not maintaining many programs which will not be funded any more. How would your city and county handle this? What community-based programs might be eliminated or reduced?

- The bond issue which is part of Prop 1 will reduce restrictions on building facilities, which could result in mental health hospital beds being placed in areas where the local communities have previously resisted having these facilities, such as near schools and other such locations. It will waive a number of building standards which could result in unsafe and environmentally unsound construction
Are you concerned about this?

- In addition to funding being transferred to other programs, the amount going to the state for administration (local counties and communities would be losing a lot of this control)
Are you concerned about statewide control over local programs and your inability to provide locally-culturally appropriate and needed programs while complying with top-down mandates?

- Since the bulk of the bond money would be going to build locked facilities for those with substance use and mental illness, are you concerned that very few actual housing will be built to provide domiciles for the currently homeless?

These are some of the biggest concerns we have for city-and-county-level implementation of Prop 1. Perhaps you have other concerns, or perhaps you do not expect these aspects of Prop 1 to pose a threat to your constituents in the mental health space, or to your local government's ability to fulfill the state's new expectations.

I look forward to hearing from you about any concerns you may have – and we would be happy to meet with you and your colleagues about this huge, and frankly somewhat scary, proposition.

Sincerely,

Paul Simmons
curvaire@gmail.com
916-215-4948



Virus-free.www.avg.com



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CEO

Graham Knaus

November 16, 2023

To: CSAC Board of Directors

From: Jolie Onodera, Senior Legislative Advocate, Health & Behavioral Health
Danielle Bradley, Legislative Analyst, Health, Human Services & Homelessness

RE: **March 2024 Ballot Initiative: Proposition 1 – INFORMATIONAL ITEM**

Memo sections:

- [HHS Policy Committee Action](#)
- [Issue Overview](#)
- [Proposition 1 Summary](#)
- [Small County Exemptions and Special Considerations](#)
- [Policy/Fiscal Considerations](#)
- [CSAC Ballot/Initiative Review Process](#)

HHS Policy Committee Action. The HHS Policy Committee voted unanimously on October 30 to take “no position” on Proposition 1. As a result, the recommendation is being forwarded to the Executive Committee and Board of Directors as an informational item.

Issue Overview. On October 12, the Governor signed into law both [Assembly Bill \(AB\) 531](#) (Chapter 789, Statutes of 2023) and [Senate Bill \(SB\) 326](#) (Chapter 790, Statutes of 2023). The following sections of AB 531, the Behavioral Health Infrastructure Bond Act of 2024, and SB 326, the Behavioral Health Services Act, will be submitted together to the voters as a single measure to be placed first on the March 5, 2024, statewide primary election ballot and designated as Proposition 1:

- AB 531 – Section 4
- SB 326 – Sections 1, 2, 14, 15, 18 to 23, 28 to 30, 35 to 40, 42 to 44, 49 to 59, 62 to 64, 73 to 81, 86 to 95, 98 to 100, 103 to 112, 116, and 117

Proposition 1 will appear on the ballot as a legislatively referred state statute consisting of two main components that propose statutory changes to reform the state’s behavioral health system and create more supportive housing and behavioral health treatment resources:

- Authorizes \$6.38 billion in general obligation bonds to finance the conversion, rehabilitation, and construction of supportive housing and behavioral health housing and treatment settings. Of the total, \$1.5 billion is to be awarded through grants exclusively to counties, cities, and tribal entities; and local jurisdictions are not precluded from applying for additional funds.

- Amends the Mental Health Services Act (MHSA) which was approved by the voters as Proposition 63 in 2004 and makes other statutory changes to update the state’s behavioral health system. Among its provisions, Proposition 1 renames the MHSA to the Behavioral Health Services Act (BHSA), broadens the eligible uses of funds to include the provision of substance use disorder treatment services, revises the funding categories to include a prioritization for housing interventions for those with the most severe needs, including the chronically homeless, and establishes additional oversight and accountability measures.

NOTE: Several sections of SB 326 not included in Proposition 1 are contingent on approval by the voters of amendments to the MHSA at the March 2024 statewide primary election, and therefore, will only become operative upon the approval of Proposition 1. Most provisions are technical and conforming in nature. One issue of note is the repeal of the Mental Health Services Fund (MHSF) and establishment of the new Behavioral Health Services Fund (BHSF). Any funds remaining in the MHSF on January 1, 2025, are to be transferred to the BHSF. Amounts owed or encumbered at the time of transfer are to be used in the manner required by MHSA. Any funds not owed or encumbered at the time of transfer are to be used in the same manner as any other funds in the BHSF.

Proposition 1 Summary. **The Behavioral Health Infrastructure Bond Act of 2024 – authorizes \$6.38 billion in General Obligation bonds for supportive housing and behavioral health treatment beds:**

- **\$1.99 billion** in loans/grants for permanent supportive housing for homeless populations:
 - \$1.065 billion for loans or grants for veterans or their households who are homeless, chronically homeless or at risk of homelessness.
 - \$922 million for loans or grants (not specifically for veterans) for people who are homeless, chronically homeless, or at risk of homelessness AND are living with a “behavioral health challenge” (includes, but is not limited to, serious mental illness or substance use disorder (SUD)).
 - Allows for conversion, rehabilitation, or new construction of facilities.
- **\$4.39 billion** as grants for the continuum of behavioral health (BH) treatment resources:
 - **\$1.5 billion to be awarded to cities, counties, and tribal entities** as grants under the Behavioral Health Continuum Infrastructure Program (BHCIP) – specifies \$30 million to be designated to tribal entities.
 - Up to \$2.89 billion for additional grants under BHCIP, without specifying awardees – cities, counties, and tribes are not precluded from applying for these grants.
 - Grants to be administered by the California Department of Health Care Services (DHCS), as specified under BHCIP “to eligible entities to construct, acquire, and rehabilitate real estate assets or to invest in needed infrastructure to expand the continuum of BH treatment resources to build new capacity or expand existing capacity for short-term crisis stabilization, acute and subacute care, crisis residential, community-based mental health residential, SUD residential,

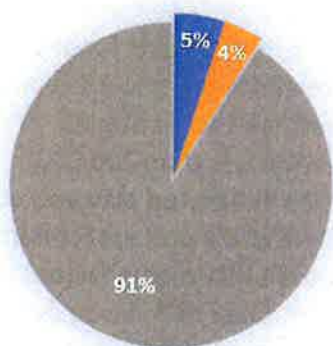
peer respite, community and outpatient BH services, and other clinically enriched longer-term treatment and rehabilitation options for persons with BH disorders in the least restrictive and least costly setting.”

- o Specifies DHCS to determine the methodology and distribution of the funds.

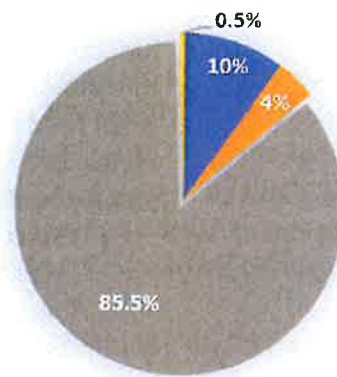
The Behavioral Health Services Act – amends the MHSAs and makes other statutory changes to update the state’s behavioral health system:

- Recasts/renames the MHSAs as the Behavioral Health Services Act (BHSAs) and makes numerous amendments to the MHSAs (Proposition 63, 2004), which must be placed on the ballot as a voter-approved initiative, and other statutory changes. Changes are effective January 1, 2025, unless otherwise specified.
- Redirects additional BHSAs funds to the state and the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) – eff. July 1, 2026:
 - o Statewide BH workforce initiative (HCAI): minimum of 3% of BHSAs funds
 - o Population-based prevention programs (CDPH): minimum of 4% of BHSAs funds
 - At least 51% of funding to serve the population 25 years of age or younger.
 - o State administration: up to 3% of BHSAs funds
 - o **Total state-directed funding: up to 10% of annual BHSAs revenues** (compared to the current state maximum of 5%)
 - o Establishes the BHSAs Innovation Partnership Fund, which takes up to a maximum of \$20 million annually (2026-27 to 2030-31) off the top of total BHSAs funds towards a grant program to be administered by BHSOAC, with future funding to be determined through the annual budget act.
 - o After accounting for funds reserved for No Place Like Home bonds (~4%), **total county allocation estimated to decrease from 91% under MHSAs to 85.5% of total BHSAs revenues.**

Current MHSAs Funding Distribution



BHSAs Funding Distribution



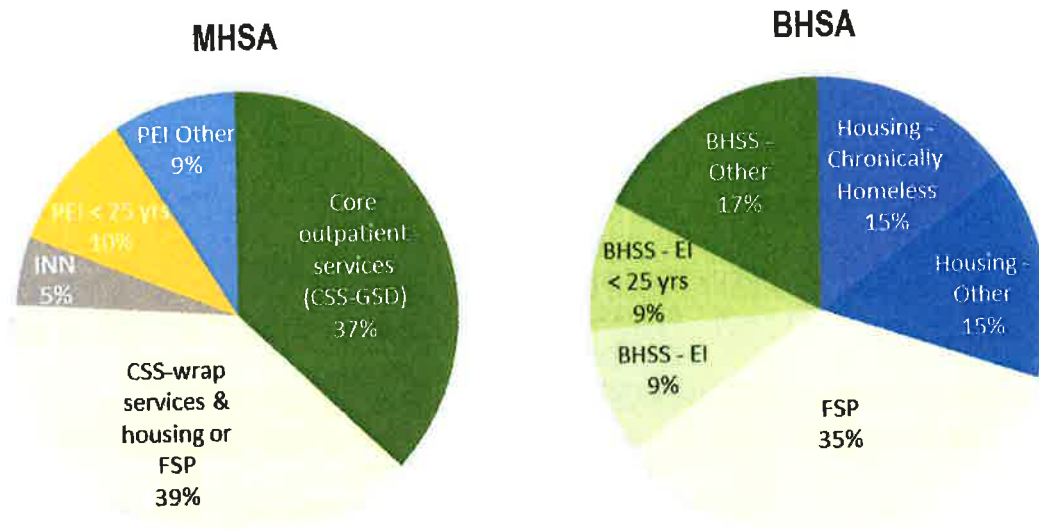
■ State ■ NPLH ■ Counties ■ BHSOAC

- Revises the distribution of BHSAs funding into the following categories (eff. July 1, 2026):

- 30% Housing Interventions
- 35% Full-Service Partnerships (FSP)
- 35% Behavioral Health Services and Supports (BHSS)

Specifies the programs established for all components are to include services to address the needs of eligible children and youth, 0 to 5 years of age, inclusive, transition age youth, and foster youth.

Component Comparison – MHSA vs. BHSA



Housing Interventions (30%)

- A 30% set-aside for housing is estimated at about \$1 billion annually to serve the chronically homeless and those experiencing or at risk of homelessness.
- 50% of the housing component (15% of total BHSA funds) is required to be used for interventions for persons who are chronically homeless, with a focus on those in encampments.
- No more than 25% may be used for capital development projects, and the units funded must be available in a reasonable timeframe and meet a cost-per-unit threshold, as specified by DHCS. Capital projects funded in whole or in part with BHSA funds shall be a use by right and subject to a streamlined, ministerial review process if the project meets specified criteria.
- **Small County Exemption** (population less than 200,000):
 - Starting with FYs 2026-2029 integrated plan and ongoing, DHCS is required to establish criteria and a process for approving county requests for an exemption that considers factors including a county's homeless population, the number of individuals receiving Medi-Cal specialty BH services or SUD treatment services in another county, and other factors as determined by DHCS.
 - DHCS is required to collaborate with CSAC and the County Behavioral Health Directors Association of California (CBHDA) on "reasonable criteria" for those requests and a timely and efficient exemption process.

- Requests for approval of an exemption shall be responded to, approved, or denied within 30 days of receipt by DHCS, or shall otherwise be deemed approved by DHCS.
- **Additional county exemptions:**
 - Starting with FYs 2032-2035 integrated plan and ongoing, DHCS *may* establish criteria and a process for approving requests for county exemption from the 30% housing requirement, *regardless of county population size*.
 - DHCS is required to collaborate with CSAC and CBHDA on “reasonable criteria” for those requests and a timely and efficient exemption process.
- County programs for housing interventions may include rental subsidies, operating subsidies, shared housing, family housing for eligible children and youth, nonfederal share for transitional rent, other housing supports, as defined by DHCS, including, but not limited to, the community supports policy guide, and capital development projects, including affordable housing, project-based housing assistance, including master leasing of project-based housing.
- Specifies funds for housing interventions shall not be used for mental health and SUD treatment services.
- Specifies housing interventions shall not be limited to those enrolled in Medi-Cal or FSP programs.
- Housing interventions are required to comply with the core components of Housing First, as defined, and may include recovery housing as defined by federal HUD.

Full-Service Partnerships (35%)

- Each county is required to establish and administer a FSP program that includes but is not limited to MH services, supportive services, and SUD treatment services; outpatient BH services; ongoing engagement services; other evidence-based services and treatment models, as specified by DHCS; housing interventions; as well as:
 - Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT) fidelity, Individual Placement and Support model of Supported Employment, high fidelity wraparound, or other evidence-based services and treatment models, as specified by DHCS.
 - **Small County Exemption from ACT/FACT:** small counties may request an exemption from the ACT/FACT requirements. Exemption requests are subject to approval by DHCS. DHCS is required to collaborate with CSAC and CBHDA on reasonable criteria for those requests and a timely and efficient exemption process.
 - FSP programs are required to employ community-defined evidence practices (CDEP), as specified by DHCS.
- **County exemption from 35% FSP requirement:**
 - Starting with FYs 2032–2035 integrated plan and ongoing, DHCS *may* establish criteria and a process for approving requests for an exemption that considers factors such as county population, client counts, and other factors as determined by DHCS.

- DHCS is required to collaborate with CSAC and CBHDA on reasonable criteria for those requests and a timely and efficient exemption process.

Behavioral Health Services and Supports (35%) for services for the children’s and adult/older adult’s systems of care, early intervention programs, outreach and engagement, workforce education and training, capital facilities and technological needs, and innovative BH pilots and projects.

- At least 51% of BHSS funding must be for early intervention (EI) programs:
 - At least 51% of EI funding must be used to serve individuals who are 25 years of age and younger.
 - Each county is required to establish/administer an EI program to include specified components, as well as “additional components developed by DHCS.”
 - DHCS “may require a county to implement specific evidence-based and community-defined evidence practices.”
- Also requires a county to comply with other funding allocations specified by DHCS for the other categories (i.e., WET, CF/TN, INN, but are unspecified in statute).
- Substance use disorder provisions:
 - “Notwithstanding any other law,” specifies the programs and services/supports in the Housing, FSP, and BHSS categories **may** include SUD treatment services (no longer requires a co-occurring mental health diagnosis) for children, youth, adults, and older adults. (WIC section 5891.5(a)(1))
 - With regard to serving individuals with SUD in the various programs, WIC section 5891.5(a)(2) states “the provision of housing interventions to individuals with a SUD shall be optional for counties.” There are no similar optional provisions in the FSP and BHSS categories.
 - **Note:** the FSP program statutes (WIC section 5887) specify each county is required to establish and administer a FSP program that includes SUD treatment services.
 - **Note:** the Early Intervention program statutes (WIC section 5840) require EI programs to include specified components, including but not limited to MH and SUD treatment services.
 - In both the child/youth and adult system of care statutes, these sections are updated to add the provision of SUD services.
- Allowable planning expenditures:
 - Annual planning costs are capped at 5% of total annual revenues received for the Local BH Services Fund.
 - May include funding to improve plan operations, quality outcomes, fiscal and programmatic data reporting, and monitoring of subcontractor compliance for all county BH programs, capped at 2% (4% for small counties) of total annual revenues received for the Local BH Services Fund. Counties may commence use of funding for these purposes on July 1, 2025.
- Ability to transfer funds between program categories, subject to DHCS approval:

- Authorizes counties to transfer up to 14% of total funds (up to 7% per program category) allocated to counties per year, ongoing.
- County requests for changes to the allocation percentages are subject to DHCS approval.
- Requires DHCS to collaborate with CSAC and CBHDA on “reasonable criteria” for requests and a timely/efficient approval process. Specifies an application is deemed approved if not responded to, approved, or denied within 30 days by DHCS.
- Allows changes to approved transfer requests through counties’ annual plan updates, subject to similar application/approval process noted above by DHCS in collaboration with CSAC and CBHDA, with applications deemed approved if not responded to, approved, or denied by DHCS within 30 days of receipt.
- Changes to prudent reserves:
 - Flexibility added by allowing counties to fund its prudent reserve from any or all funding buckets (Housing Interventions, FSP, and/or BHSS). Under MHSA, the prudent reserve may only be funded from the Community Services and Supports (CSS) category.
 - Revises the prudent reserve allowance level:
 - Effective July 1, 2026, the prudent reserve is not to exceed 20% (25% for small counties) of the preceding five-year average of BHSA funds received.
 - For one-year period from July 1, 2025, to July 1, 2026, prudent reserve not to exceed 33% (25% for small counties) of the preceding five-year average of BHSA funds received.
 - Under MHSA, prudent reserves are capped at 33% of the average CSS revenue (76% of total MHSA funding) received in the preceding five years. This equates to a county prudent reserve level of approximately 25% of total MHSA funds.
 - Does not allow counties to spend prudent reserve funds on capital development projects under the housing interventions category.
- Creates the BHSA Revenue Stability Workgroup to assess revenue volatility:
 - Jointly led by the California Health and Human Services Agency (CalHHS) and DHCS to commence no later than June 30, 2024.
 - Workgroup membership:
 - BHSOAC, the Legislative Analyst’s Office (LAO), CBHDA, and CSAC, including both urban and rural county representatives.
 - The Department of Finance may consult with the workgroup to provide technical assistance.
 - Workgroup to develop and recommend solutions to reduce BHSA revenue volatility and to propose appropriate prudent reserve levels to support the sustainability of county programs and services.
 - On or before June 30, 2025, CalHHS and DHCS to submit a report that includes its recommendations to the Legislature and the Governor’s Office.

- Recasts local mental health advisory boards as behavioral health (BH) boards and requires these boards to additionally review and evaluate their local public SUD treatment systems.
 - Adds requirement that BH board membership to include at least one member who is 25 years of age or younger and at least one member who is an employee of a local education agency.
- DHCS-established service standards for children and youth specify each child/youth to have a clearly designated “personal services coordinator” or case manager responsible for providing case management services and specifies the coordinator shall perform an enumerated list of activities. (eff. July 1, 2026). Similar requirement for a designated personal services coordinator for adults/older adults currently exists under MHSA and is extended under BHSA.

New Accountability/Oversight Provisions

- **BH Planning and Reporting Requirements:**
 - Makes changes to the county planning process, requiring **county integrated plans** to be developed every three years with over 20 local stakeholder groups including managed care plans (MCPs), labor representative organizations, and continuums of care, among others.
 - Requires a county to work with each Medi-Cal MCP that covers residents of the county on development of the MCP’s population needs assessment. (eff. July 1, 2026)
 - Requires a county to work with its local health jurisdiction on development of its community health improvement plan. (eff. July 1, 2026)
 - Annual updates to the integrated plan are also required.
 - Requires the draft integrated plan and updates to be prepared for review and comment by stakeholders and interested parties for at least 30 days.
 - Requires BH boards to conduct a public hearing on the draft integrated plan after the 30-day comment period.
 - Integrated plans and annual updates are required to have specified sections, including a budget that includes the county planned expenditures and reserves for the county distributions from the BH Service Fund and any other funds allocated to the county to provide community mental health services/programs and a description of its workforce strategy.
 - Requires a county to consider relevant data sources, including local data, to guide addressing local needs, including the prevalence of mental health and SUD, the unmet need for mental health and SUD treatment in the county, behavioral health disparities, and the homelessness point-in-time count, in preparing each integrated plan and annual update, and should use the data to demonstrate how the plan appropriately allocates funding between mental health and SUD treatment services.
 - Requires counties to stratify data to identify BH disparities and consider approaches to eliminate disparities, including, but not limited to, promising practices, models of care, community-defined evidence practices, workforce diversity, and cultural responsiveness in preparing each integrated plan and annual update.

- Requires counties with population greater than 200,000 to collaborate with the 5 most populous cities in the county, MCPs, and continuums of care to outline respective responsibilities and coordination of services related to housing interventions.
- Integrated plans and annual updates must be approved by a county's board of supervisors and submitted to the BHSOAC and DHCS.
- Requires a set of measures to track progress and hold counties accountable in meeting specific outcome goals.
- Requires counties to annually submit a County BH Outcomes, Accountability, and Transparency Report to DHCS, including but not limited to the following data (eff. July 1, 2026):
 - County's annual allocation and expenditure of state and federal BH funds, by category.
 - County's annual expenditure of county general funds and other funds (assume this includes 1991 and 2011 Realignment funds), by category, on MH or SUD treatment services.
 - Sources and amounts spent annually as the nonfederal share for Medi-Cal specialty MH services and Medi-Cal SUD treatment services, by category.
 - All contracted services, and the cost of those contracted services, by category.
 - Data and information on workforce measures and metrics.
- Sanction Provisions:
 - Authorizes DHCS to impose a corrective action plan, monetary sanctions, or temporarily withhold payment to counties that fail to submit data and information by the required deadline, fail to allocate funding as required, or fail to follow the planning process.
 - DHCS may require a county to revise its integrated plan or annual update if DHCS determines the plan or update fails to adequately address local needs, as specified.
 - DHCS may impose a corrective action plan or require a county to revise its integrated plan or annual update if DHCS determines that the county fails to make adequate progress in meeting the metrics established by DHCS.
 - If a county's actual expenditures of its allocations from the BH Services Fund "significantly varies" from its budget, DHCS may impose a corrective action plan, monetary sanctions, or temporarily withhold payments to the county.
 - Monetary sanctions collected to be deposited in the BHSA Accountability Fund.
 - All monies in the Fund to be allocated and distributed to the county that paid the monetary sanction upon DHCS' determination that the county has come into compliance.
 - DHCS to temporarily withhold amounts it deems necessary to ensure the county comes into compliance and will release the temporarily withheld funds when it determines the county has come into compliance.
 - Revises the contracting process for mental health services, including authorizing DHCS to temporarily withhold funds or impose monetary sanctions on a county

BH department that is not in compliance with the contract (under MHSA, only plans of correction are authorized).

- Fiscal provisions for counties:
 - Specifies new and ongoing county and BH agency administrative costs to implement the article (planning and reporting) and WIC section 14197.71 (aligning county BH plans and MCP contract requirements), any costs for plan development required under this article that exceed the 5% cap, and any costs for reporting required by this article that exceed the 2% (4% for small counties) for improving plan operations, shall be included in the Governor's 2024–25 May Revision.
 - DHCS is required to consult with CSAC and CBHDA no later than March 15, 2024, to estimate the resources needed to implement this article and WIC section 14197.71.
 - New FSP and Housing Interventions categories – statutory language added stating implementation of those sections only to the extent BHSA funds are allocated for those purposes, and counties are not obligated to use funds from any other source for services for those sections.
 - Amendments to WIC section 5892 similarly add a provision to evaluate costs for inclusion in 2024-25 May Revision for the section, in consultation with counties.
- Authorizes DHCS to align county BH plans and Medi-Cal MCP contract terms when the same requirements exist across programs. This would be a new requirement that counties comply/align with Medi-Cal MCP contract requirements in 13 different areas, and potentially more, as determined by DHCS.
 - Requires each county Medi-Cal BH delivery system to report annually to the county board of supervisors on utilization, quality, patient care expenditures, and other data as determined by DHCS.
 - Requires the board of supervisors to annually submit an attestation to DHCS that the county is meeting its obligations to provide realigned programs and services, as specified.
 - Requires DHCS to implement no later than January 1, 2027.
- Requires a county, for BH services or supportive services eligible for Medi-Cal reimbursement, to submit the claims for reimbursement to DHCS when using BHSA funds.
- Requires counties to pursue reimbursement through other fund sources for a BH service, supportive service, housing intervention, prevention service, or other related activity that is covered by or can be paid from another available funding source, including other mental health funds, SUD funds, public and private insurance, and other local, state, and federal funds.
- Requires counties to make a good faith effort to enter into contracts, single case agreements, or other agreements to obtain reimbursement with health care service plans and disability insurance plans.

- Requires counties to also submit requests for prior authorization for services, request letters of agreement for payment as an out-of-network provider and pursue other means to obtain reimbursement in accordance with state and federal laws.
- Authorizes counties to submit complaints to the Department of Managed Health Care or the Department of Insurance about a health plan's or a health insurer's failure to make a good faith effort to contract or enter into a single case agreement or other agreement with the county. Counties may also submit complaints for a failure by a health plan or insurer to timely reimburse the county for services the plan or insurer must cover as required by state or federal law.
- Changes to the BH Services and Oversight Commission:
 - Shifts more authority to the state/DHCS – revises statutory description of Commission's role to specify "advise the Governor and the Legislature, pursuant to the BHTSA and related components of CA's BH system. For this purpose, the Commission shall collaborate with the CalHHS Agency, its departments and other state entities."
 - Increases the Commission's membership from 16 to 27 voting members, to add:
 - Family members of, and individuals, with lived experience in BH/SUD.
 - A person with knowledge/experience in CDEP and reducing BH disparities.
 - A representative of a children and youth organization.
 - A veteran or a representative of a veterans' organization.
 - A current or former BH director.
 - Authorizes the Commission to "make reasonable requests for data and information to DHCS, HCAI, DPH, or other state and local entities that receive BHTSA funds." Requires entities to respond in a timely manner and provide info and data in their possession that the Commission deems necessary for the purposes of carrying out its responsibilities.
 - No longer provides BHTSOAC with the authority to establish priorities for the use of early intervention funds, and instead shifts this authority to DHCS, who will consult with BHTSOAC (eff. July 1, 2026).
 - The funds in a county plan relating to early intervention are required to focus on the DHCS-established priorities and are to be allocated as determined by the county with stakeholder input.
 - A county may include other priorities, as determined through the stakeholder process, in addition to the established priorities.
- Audit Requirements
 - CA State Auditor is required to conduct audits and submit reports on progress and effectiveness of the BHTSA.
 - First report to be submitted no later than December 31, 2029, to the Governor and Legislature. Audit to be conducted every three years thereafter, with the final audit report due December 31, 2035.
 - Audits to assess various issues including but not limited to:

- Implementation of the BHSa by each of the primary entities involved in the transition and implementation, including but not limited to state entities, the BHSOAC, **counties**, and county BH directors.
- How **counties** demonstrate progress towards meeting the statewide BH goals and outcome measures developed.
- The effectiveness and compliance by the **counties** with the revised BHSa reporting requirements.
- The degree to which the inclusion of SUD, SUD treatment services, and SUD personnel into the BHSa has impacted the system of BH care and the degree to which inclusion has been initially successful.

Summary of Small County Exemptions and Special Considerations

- **Which counties are impacted?** Proposition 1 provides for potential exemptions and special considerations for counties “with a population of less than 200,000.” Based on population data as of January 2023 from the Department of Finance, **30 counties** meet this threshold:

Alpine	El Dorado	Kings	Mendocino	Plumas	Sutter
Amador	Glenn	Lake	Modoc	San Benito	Tehama
Calaveras	Humboldt	Lassen	Mono	Shasta	Trinity
Colusa	Imperial	Madera	Napa	Sierra	Tuolumne
Del Norte	Inyo	Mariposa	Nevada	Siskiyou	Yuba

- **What exemptions/special considerations are provided?** Proposition 1 provides for the following exemptions and special considerations for small counties:
 - **30% Housing Interventions**
 - Starting with the 2026-2029 integrated plan and ongoing, small counties may apply for an exemption from the 30% housing interventions requirement.
 - Reasonable criteria and timely/efficient process to be developed by DHCS in consultation with CSAC and CBHDA.
 - Approval not automatic – subject to DHCS approval, but exemption requests must be responded to, approved, or denied within 30 days of receipt by DHCS, or shall otherwise be deemed approved by DHCS.
 - **ACT/FACT Requirements for FSP**
 - Small counties may request an exemption from the ACT/FACT requirements for the FSP program.
 - Reasonable criteria and timely/efficient process to be developed by DHCS in consultation with CSAC and CBHDA.
 - Approval not automatic – subject to DHCS approval. No 30-day timeline for response/action specified in statute.
 - **Note:** all counties may potentially apply for an exemption from the 35% FSP requirement starting with the 2032–2035 integrated plan and ongoing. DHCS *may* establish criteria and a process for approving

- requests for an exemption that considers factors such as county population, client counts, and other factors as determined by DHCS.
- Allowable Prudent Reserve Levels
 - Starting July 1, 2026, small counties are allowed to carry a prudent reserve level not to exceed 25% (larger counties cannot exceed 20%) of the average of total BHSA funds distributed to the county in the preceding five years.
 - For one year starting on July 1, 2025, until July 1, 2026, small counties are allowed to carry a prudent reserve level not to exceed 25% (larger counties cannot exceed 33%) of the average of total funds distributed to the county in the preceding five years.
- Expenditures for Plan Operations, Quality Outcomes, Data Reporting, Contractor Monitoring
 - For small counties, these costs shall not exceed 4% of total annual revenues received. For larger counties, these costs are not to exceed 2%.
- Reversion Periods
 - Other than funds placed in a reserve, BHSA funds allocated to a small county that have not been spent for their authorized purpose within 5 years shall revert to the state for deposit in the Reversion Account for use by other counties in future years. Larger counties must spend funds within 3 years before reversion to the state.
 - Consistent with MHSA, funds for capital facilities, technological needs, or education and training may be retained for up to 10 years before reverting to the Reversion Account.
 - For one year starting on July 1, 2025, until July 1, 2026, allows small counties that have approval from the MHSOAC of a plan for innovative programs, the county's funds identified in that plan for innovative programs shall not revert to the state so long as they are encumbered under the terms of the approved project plan, including any subsequent amendments approved by the Commission, or until five years after the date of approval, whichever is later.
- Integrated Plan Process Requirements
 - Each county's integrated plan is to be developed with numerous local stakeholders. For counties with a population greater than 200,000, the integrated plan must be developed with the 5 most populous cities in the county. Small counties are not subject to this requirement.
 - As part of the planning process, counties with a population greater than 200,000 are required to collaborate with the 5 most populous cities in the county, managed care plans, and continuums of care to outline respective responsibilities and coordination of services related to housing interventions. Small counties are not subject to this requirement.

Policy/Fiscal Considerations. The MHSA was approved by the voters nearly 20 years ago, and the short- and long-term impacts of Proposition 1 are largely unknown at this time and will depend on numerous factors, some of which are outside of county control. Numerous sections of Proposition 1 require county adherence to policy or funding allocation requirements that

are unspecified but will be developed via future regulations or plan letters/notices, shifting the discretion in setting policy and funding priorities away from counties to the state. Proposition 1 not only amends the MHSA but also adds new statutory provisions related to the state's behavioral health system seeking to improve coordination across multiple systems and provides for greater planning, oversight, and accountability measures.

Since 2020, the CSAC platform has called for reforms to MHSA. Specifically, the CSAC Board adopted a [set of county priorities](#) in May 2020 supporting changes to the MHSA funding silos that would allow for greater funding flexibility tied to outcomes and its usage for individuals living with a substance use disorder. Proposition 1 broadens the eligible uses of funding to include the provision of services to those with substance use disorders, but also dedicates 30 percent of BHSAs revenues to a new housing interventions category to support the ongoing housing needs of those who are chronically homeless, or who are experiencing or are at risk of homelessness. Under Proposition 1, these expansions to prioritize a broader population of the most vulnerable in our communities will not be supported with new ongoing revenues.

Dedicating nearly one-third of annual BHSAs funding for housing, coupled with the diversion of an additional five percent of annual revenues for state-directed purposes, is estimated to result in significantly less funding from the millionaire's tax (over \$1 billion less statewide) for core mental health and prevention services.

It is unknown to what extent this prioritization and redirection of BHSAs funding may impact existing contracts with community-based organizations, programs serving local communities, and county staffing given the severe workforce shortage. Additionally, counties have a significant and growing obligation to fund behavioral health services under the Medi-Cal entitlement and use these funds to support that obligation. Reducing available BHSAs revenues means less funding available to use as Medi-Cal match to draw down additional federal dollars.

Counties recognize that expanding voluntary housing placements is integral to meeting the needs of many Californians experiencing behavioral health issues, including individuals experiencing homelessness. Proposition 1 directs counties to prioritize those with the most acute behavioral health needs and provides \$6.38 billion, of which \$1.5 billion is to be awarded exclusively to counties, cities, and tribal entities, to build critically needed supportive housing and behavioral health treatment facilities at all levels of care, including investment in treatment facilities for individuals with the highest needs.

Proposition 1 presents counties with both opportunities and challenges. The behavioral health crisis requires thoughtful and immediate action at all levels of government, but making up for decades of inadequate resources and policy focus cannot be addressed overnight. The meaningful changes that Proposition 1 seeks to realize in the state's behavioral health system that is supported in part by an inherently volatile fund source will take time and resources to build capacity and recruit/retain the workforce necessary to implement these reforms.

Counties are simultaneously planning and implementing significant policy and operational changes such as the multi-year CalAIM initiative, which seeks to implement broad delivery system, program, and payment reform across the Medi-Cal program. Further, earlier this month, the first cohort of seven counties launched implementation of the Community

Assistance, Recovery and Empowerment (CARE) Act, with full statewide implementation of this new program required by December 2024.

The impacts of Proposition 1 in conjunction with these and other significant behavioral health policy changes such as the Governor's recent signing of SB 43 (Chapter 637, Statutes of 2023), which expands the definition of "gravely disabled" for purposes of conservatorship eligibility, will likely vary greatly across counties and communities, and will be dependent on numerous factors, some of which are outside a county's control. As noted above, numerous sections of Proposition 1 require county adherence to policy or funding allocation requirements that are unspecified but will be developed via future regulations or plan letters/notices, shifting the discretion in setting policy and funding priorities away from counties to the state. Additionally, critical flexibilities afforded to counties require state approval and are not guaranteed. Lastly, it may be difficult to assess the long-term impacts resulting from the required prioritization of specified populations and the subsequent effects of that prioritization on existing populations and programs.

Proposition 1 may have unknown and long-term impacts on county planning and funding beyond the BHSA. One of the cornerstones of this reform centers on the development of an integrated county plan, annual updates, and submittal of an annual accountability and transparency report, which will require counties to plan and report on the allocation and expenditure of all fund sources. This provides counties with the opportunity to maximize the effective and equitable delivery of behavioral health services in our communities.

However, as summarized earlier, the state will have significant oversight authority to require a county to revise its integrated plan or annual update if the state determines the plan or update fails to adequately address local needs or if the county fails to make adequate progress in meeting state-established metrics. It will be critically important for the state and counties to work together to realize the opportunities Proposition 1 presents to improve the behavioral health system, and most importantly, best support the people it intends to serve.

Current CSAC policy includes a section specific to behavioral health services within Chapter Six: Health, of the CSAC Policy Platform. Relevant passages include:

Counties must have the flexibility to design and implement behavioral health services that best meet the needs of their local communities. The appropriate treatment of people living with substance use and serious mental health disorders should be provided equitably and within the framework of local, state, and federal criteria.

Counties have developed a range of locally designed programs to serve California's diverse population and must retain local authority and flexibility. At the same time, the state must ensure that counties have adequate funding to continue and evaluate such services and are provided with additional funding when new programs are created to ensure existing funds are not redirected, resulting in reduced access or quality of care. The state, counties, and other organizations must collaborate to ensure adequate resources for addressing the complex needs of individuals involved in or at risk of being involved in the criminal justice system who also live with serious mental illness and substance use disorders. The state must acknowledge the critical role of counties in

responding to emergencies, natural disasters and states of emergencies and the need for disaster response trauma-related behavioral health services.

Proposition 63: Mental Health Services Act

MHSA funding is also dedicated to meeting the needs of each community via robust stakeholder input to determine spending priorities. The Act is crucial to the stability of the Medi-Cal behavioral health safety net as counties expertly leverage available MHSA funding to provide critical Medi-Cal specialty mental health services annually. Counties value the partnership with local community stakeholders to develop priorities which address local needs, as required by MHSA.

- 1) Counties oppose additional reductions in state funding for behavioral health services that will result in the shifting of state or federal costs to counties, or require counties to use MHSA funds for that purpose. These cost shifts result in reduced services available at the local level and disrupt treatment capacity and options for behavioral health clients. Any shift in responsibility or funding must hold counties fiscally harmless and provide the authority to tailor behavioral health programs to individual community needs consistent with the Act.*
- 2) Counties also strongly oppose any effort to redirect MHSA funding to new or existing state programs and services, or removing local control over funding decisions as intended by the voters.*
- 3) MHSA funds have been diverted in the past due to economic challenges and the establishment of the No Place Like Home Program in 2016. Any further diversions of MHSA funding will require robust county engagement, keeping the needs of local communities at the forefront without disruption to current programming at the local level.*
- 4) Counties support timely and clear reporting standards, including reversion timelines, for MHSA expenditures and seek guidance from the Department of Health Care Services on all reporting standards, deadlines, and formats. Any development or update to reporting should be clearly established with county stakeholder involvement. Further, updates should be data-driven, measurable, and reassessed for effectiveness at specified intervals.*
- 5) Counties support the fiscal integrity of the MHSA and transparency in stakeholder input, distributions, spending, reporting, and reversions, and seek collaboration with the state on developing tools that accurately report on MHSA programs and expenditures.*
- 6) Counties support the continued evaluation of MHSA funding silos to allow for greater funding flexibility, accountability for outcomes, and its usage for individuals living with a substance use disorder or co-occurring disorders, provided counties are central to the development of reforms and any shift to accountability for outcomes is grounded in sound data science and client and community input.*

CSAC Ballot Initiative Review Process. In most instances, CSAC will only take a position on a relevant ballot measure after it qualifies or has been placed on the statewide ballot for a scheduled election. The CSAC Officers referred Proposition 1 to the HHS Policy Committee for review. On October 30, after consideration and discussion, the HHS Policy Committee voted unanimously to recommend “no position” on Proposition 1.

In the absence of a “support” or “oppose” position on the measure, the HHS Policy Committee recommendation was forwarded to the Executive Committee as an informational item only, and is being subsequently forwarded to the Board of Directors as an informational item. Both the Executive Committee and the Board of Directors may accept the HHS Policy Committee’s recommendation or change the recommendation. Upon approval by the Board of Directors, the position is adopted as the Association’s official position.

CSAC Staff Contacts:

Jolie Onodera, Senior Legislative Advocate, Health & Behavioral Health:

jonodera@counties.org, (916) 591-5308

Danielle Bradley, Legislative Analyst, Health, Human Services & Homelessness:

dbradley@counties.org, (916) 224-3137

Materials:

Secretary of State: [Qualified Statewide Ballot Measures: California Secretary of State](#)

Full text of AB 531: [Bill Text - AB-531 The Behavioral Health Infrastructure Bond Act of 2024](#)

Full text of SB 326: [Bill Text - SB-326 The Behavioral Health Services Act](#)

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: January 9, 2024

SUBJECT

SR 88 Pine Grove Corridor Improvements Project

Recommendation:

1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project. A special Board meeting will need to be held prior to January 21, 2024 (a Sunday) to either award the current bid or reject all bids.

OR

2. A) Award ITB 23-23 SR 88 Pine Grove Corridor Improvements Project to George Reed, Inc. in an amount not to exceed \$9,858,426.00 and B) Authorize the Board Chairman to sign the construction contract based on the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and C) Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and D) Authorize the Board Chairman to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.

OR

3. Reject all bids and direct staff to scale project back to fit the current available funding.

OR

4. Reject all bids and terminate the project.

4/5 vote required:

No

Distribution Instructions:

Normal; Auditor-Controller

ATTACHMENTS

- [BOS Memo SR 88 Pine Grove Corridor Improvements Project.pdf](#)
- [ITB 23-23 Sample Contract.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Richard Vela, Public Works Director 

DATE: January 9, 2024

SUBJECT: SR 88 Pine Grove Corridor Improvements Project

CONTACT: Richard Vela (223-6457)

Overview

The Amador County Department of Transportation and Public Works has been working on the design of roadway improvements along the SR 88 corridor in Pine Grove. The revised Phase A has been developed that will provide operational improvements and congestion relief corridor-wide on SR 88 from Ridge Road to just past Pine Grove Elementary School in the town of Pine Grove in Amador County, California. The primary components of the State Route 88/Pine Grove Improvement Project is as follows:

- Widening SR 88 to provide 8-foot shoulders and 12-foot lanes from Ridge Road to just past Pine Grove Elementary School.
- Relocation of egress from Pine Grove Elementary School onto Pine Grove Volcano Road
- Signalization of the SR 88/Pine Grove Volcano Road intersection.
- Providing a new pedestrian crossing near the Pine Grove Town Hall, just east of Irish Town Road.
- Constructing new sidewalks along SR 88 from Ridge Road to Pine Grove Elementary School.
- Adding on-street parking near Town Hall.
- Improving bus stops along SR88.

Project Bidding, Project Costs and Funding

Bids were due on Thursday December 7, 2023 at 1:30 pm for ITB 23-23 SR 88 Pine Grove Corridor Improvements Project. Five (5) bids were received, with the low bid of \$9,858,426 well above the engineer's estimate of \$7,670,296. Using the low bid as a basis, the project costs are estimated to be \$12,278,003. With current funding at \$9,708,179, there is an estimated \$2,569,824 shortfall.

At its December 19, 2023 meeting, the Board of Supervisors was presented with the results of the project bidding and elected to do nothing with regards to awarding the contract and wait to see if additional funds from external sources can be committed to the project, with the deadline to award the current bid being January 21, 2024 (a Sunday). Staff has reached out to Caltrans District 10 staff regarding the state funding the estimated shortfall. At the time of the writing of this document, there has been no word from Caltrans regarding this request. The Board did not express an interest in funding the estimated shortfall with internal funds (General Fund reserves, future SB1 allocation, etc.).

Options

The Board has the following options at its disposal:

- Do nothing at this time and wait to see if additional funds from external sources can be committed to the project. A special Board meeting will need to be held prior to January 21, 2024 (a Sunday) to either award the current bid or reject all bids.
- Use additional internal funding sources and award the contract to the lowest responsible and responsive bidder, George Reed, Inc.
- Reject all bids and direct staff to scale project back to as to fit the current funding. This would result in additional work by the design consultant, Mark Thomas, and review of the revised project by Caltrans. Once the reduced scope project has been approved, rebid the project. This would result in losing most if not all of the 2024 construction season.
- Reject all bids and terminating the project. Regarding the current funding for the project, \$3,613,379 will be lost and \$5,935,000 could be ultimately returned to ACTC in 2-5 years for re-allocation.

For completeness, all options have been listed, although the Board has indicated that awarding the contract at this time is not a desired option.

Requested Actions:

One of the following:

1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project. A special Board meeting will need to be held prior to January 21, 2024 (a Sunday) to either award the current bid or reject all bids.

OR

2. A) Award ITB 23-23 SR 88 Pine Grove Corridor Improvements Project to George Reed, Inc. in an amount not to exceed \$9,858,426.00 and B) Authorize the Board Chairman to sign the construction contract based on the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and C) Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and D) Authorize the Board Chairman to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.

OR

3. Reject all bids and direct staff to scale project back to fit the current available funding.

OR

4. Reject all bids and terminate the project.

The Board has indicated that Action 2 is not desired. Again, it is listed for the sake of completeness.

Attachments:
Sample Contract

SAMPLE CONSTRUCTION CONTRACT

Bid No. 23-23

THIS CONSTRUCTION CONTRACT (this "Contract") is made this 19th day of December, 2023, by and between George Reed, Inc. ("Contractor"), whose place of business is at 140 Empire Avenue, Modesto, CA 95354, and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

Bid No.: 23-23
Job Title: State Route 88 / Pine Grove Corridor Improvement Project

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. The Work

Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other building services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by the County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for the State Route 88 / Pine Grove Corridor Improvement Project, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work").

Article II. Contract Time

- 2.1 Contractor shall begin the Work within fifteen (15) calendar days after receipt of a Notice to Proceed from County's Project Manager, and shall diligently prosecute the Work to completion in strict accordance with the Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within the working days set forth in the Contract Specifications (the "Completion Date").
- 2.3 The County and Contractor recognize that time is of the essence of this Contract and that County will suffer financial loss in the form of lost revenues, contract administration expenses, and other expenses if the Work is not completed within the time specified in paragraph 2.2 above, plus any extensions allowed in accordance with the Contract Documents. Contractor and the County agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County because of a delay in completion of the Work.

Accordingly, the County and Contractor agree that Contractor shall pay the County liquidated damages in accordance with the Contract Specifications.

- 2.3 Liquidated damages for delay shall only cover and be in lieu of the actual damages suffered by the County as a result of delay referenced above. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, cost of temporary replacement facilities, damages suffered by others who then seek to recover their damages from the County (for example, delay claims of other contractors or subcontractors), and defense costs thereof.

Article III. Contract Price

- 3.1 The County shall pay Contractor for performance of the Work a fixed price in the amount of \$9,858,426.00 subject to additions and deductions by Change Order as provided in the Contract Documents. Such fixed price sum is referred to as "Guaranteed Maximum Price" or "G.M.P." and shall constitute the Contract Price.
- 3.2 The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Contract; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article IV. Project Manager and Construction Manager

- 4.1 The Project Manager/Engineer shall be the County's Director of Transportation and Public Works or his or her designee. The Project Manager/Engineer shall have the authority to stop work immediately on the job if hazardous or detrimental conditions are suspected, and shall represent the County in all matters pertaining to this Contract except where approval by the Board of Supervisors is specifically required.
- 4.2 The County may assign part of the Project Manager/Engineer's rights, responsibilities and duties to a Construction Manager. Project Manager/Engineer shall inform Contractor of such assignment and the extent of Construction Manager's authority.

Article V. Contractor's Representations and Warranties

In order to induce the County to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has considered the physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the Contract Specifications.

Article VI. Contract Documents

- 6.1 Contract Documents. The Contract Documents comprise the entire agreement between the County and Contractor concerning the Work, and consist of the following, each of which is on file in the office of the Amador County Department of Transportation and Public Works. All Contract Documents relating to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:
- a) Invitation to Bid No. 23-23 and Bid from successful bidder;
 - b) Construction Contract;
 - c) Contract Specifications;
 - d) Project Plans;
 - e) Escrow Agreement, if any;
 - f) Standard Specifications and Standard Plans of the California Department of Transportation dated 2022 and as subsequently revised;
 - g) Agreement and Release of Any and All Claims;
 - h) Contractor, Subcontractor and Subconsultant List;
 - i) Notice to Proceed;
 - j) Construction Performance Bond; and,
 - k) Construction Labor and Material Payment Bond.
- 6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Specifications. In the event of a conflict between the Contract Specifications and the Caltrans standard specifications, the Contract Specifications shall prevail.

Article VII. Miscellaneous

- 7.1 Terms used in this Contract are defined in the Contract Specifications, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any party signing this Contract for or on behalf of the County or acting as an employee or representative of the County liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's committee on Equal Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 7.4 Title to Materials. All material resulting from removal work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 7.5 Assignment. This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 7.6 Contractor shall indemnify, defend (upon the request of the County) and hold harmless County and County's agents, board members, elected and appointed officials and officers,

employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of the County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.

- 7.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at the County office, and shall be made available to any interested party on request.
- 7.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 7.10 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By:

Chairman, Board of Supervisors

By: _____

Title: _____

Federal I.D. number _____

APPROVED AS TO FORM:
GREGORY GILLOT
County Counsel of Amador County

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By:

By: _____

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: January 9, 2024

SUBJECT

State Route 88 / Pine Grove Improvement Project;
Amended District 10 Cooperative Agreement 10-0541 A3

Recommendation:

1. Approve the Cooperative Agreement in its current form; and
2. Authorize the Chairman to sign the final version of the agreement (if not substantially changed) by wet signature or by e-signature.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [10-0541_A3__HQ_APPR__112023_Clean.doc](#)
- [Table 1 - Project Costs and Funding.pdf](#)
- [Table 2 - Construction Funding.pdf](#)
- [Revised_SR_88_Pine_Grove_Project_Co-op_Agreement_BOS_memo.doc](#)

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 04

Agreement Amendment No. 03

Work Description

PINE GROVE IMPROVEMENTS, NEAR PINE GROVE, FROM CLIMAX ROAD TO MT ZION ROAD TO CONSTRUCT SAFETY AND OPERATIONAL IMPROVEMENTS

DRAFT

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

David Abledu, Project Manager

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA 95205

Office Phone:

Mobile Phone: (209) 483-5812

Email: david.abledu@dot.ca.gov

AMADOR COUNTY

Mark Hopkins, Senior Engineer

810 Court Street

Jackson, CA 95642

Office Phone: (209) 223-6248

Email: mhopkins@amadorgov.org

AMADOR COUNTY TRANSPORTATION COMMISSION

John Gedney, Executive Director

117 Valley View Way

Sutter Creek, CA 95685

Office Phone: (209) 267-2282

Email: john@actc-amador.org

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AMENDMENT NO. 03

FUNDING SUMMARY NO. 04

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 03 in its entirety with Funding Summary No. 04.
2. Funding Summary No. 4 revises the Funding and Spending tables by deleting \$4,261,000 of Local-Federal RIP- NHS Fund, deleting \$553,000 of STATE RIP-NHS Fund, and adding \$6,001,000 of STATE STIP/RIP Fund, and revising the Funding Party for Local Fund Source from COUNTY to ACTC. Total cost increased by \$1,187,000.

DRAFT

FUNDING TABLE v. 2				
<u>IMPLEMENTING AGENCY</u> →			<u>COUNTY</u>	Totals
Source	Party	Fund Type	CONSTRUCTION	
STATE	CALTRANS	SHOPP Minor	1,250,000	1,250,000
STATE	ACTC	STIP/RIP	6,001,000	6,001,000
LOCAL-FEDERAL	ACTC	HIP	40,000	40,000
LOCAL-FEDERAL	ACTC	CMAQ ^T	694,000	694,000
LOCAL-FEDERAL	ACTC	RSTP ^T -STP Local	442,000	442,000
LOCAL	ACTC	Local – Transportation Funds	139,000	139,000
LOCAL	ACTC	Local – Developer Fees	1,000,000	1,000,000
Totals			9,566,000	9,566,000

^TToll Credits applied

<u>SPENDING SUMMARY</u>		
Fund Type	CONSTRUCTION	Totals
	<u>COUNTY</u>	
SHOPP Minor	1,250,000	1,250,000
STIP/RIP	6,001,000	6,001,000
HIP	40,000	40,000
CMAQ – Congestion Mitigation	694,000	694,000
RSTP-STP Local	442,000	442,000
Local – Transportation Funds	139,000	139,000
Local - Developer Fees	1,000,000	1,000,000
Totals	9,566,000	9,566,000

Funding

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

8. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
9. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
10. SHOPP funds can only be expended on SHOPP-eligible items and work.

Invoicing and Payment

11. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
12. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
13. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
14. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

15. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

CONSTRUCTION

16. COUNTY will invoice and CALTRANS and ACTC will reimburse for actual costs incurred and paid.

DRAFT

Signatures

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION**

AMADOR COUNTY

Dennis T. Agar
District Director

Chairman of the Board of Supervisors

Verification of funds and authority:

Attest:

Michelle Ishaya
Budget Manager

Jennifer Burns
Clerk of the Board of Supervisors

Certified as to financial terms and policies:

Approved as to form and procedure:

Lai Saephan
HQ Accounting Supervisor

Gregory Gillott
County Counsel

AMADOR COUNTY TRANSPORTATION AUTHORITY

Pat Crew
Chairman of the Board

Attest:

Felicia Bridges
Clerk

Approved as to form and procedure:

Mona Ebrahimi
General Counsel

Table 1

**SR 88 PINE GROVE IMPROVEMENTS
PROJECT COSTS AND FUNDING**

Component	Project Costs			Funding			
	Actual	Programmed	Total	Local	State	Federal	Total
Environmental	\$ 2,275,000		\$ 2,275,000	\$ 1,875,000		\$ 400,000	\$ 2,275,000
Plans, Specifications and Estimate	\$ 1,410,000		\$ 1,410,000	\$ 1,410,000			\$ 1,410,000
Right of Way		\$ 3,189,000	\$ 3,189,000	\$ 2,951,000		\$ 238,000	\$ 3,189,000
Construction		\$ 8,379,000	\$ 8,379,000	\$ 5,953,000	\$ 1,250,000	\$ 1,176,000	\$ 8,379,000
Total:	\$ 3,685,000	\$ 11,568,000	\$ 15,253,000	\$ 12,189,000	\$ 1,250,000	\$ 1,814,000	\$ 15,253,000

Table 2

**SR 88 PINE GROVE IMPROVEMENTS
CONSTRUCTION FUNDING**

Funding Source	Local	State	Federal	9/30/2023 Deadline Implications	Implications if Project Scrapped*
1 RIP - Nat Hwy System+	\$ 4,814,000			none	Funds revert back to ACTC for reallocation
2 RSTP- STP Local			\$ 442,000	Funds lost	Funds lost
4 CMAQ			\$ 694,000	\$347,000 ('22-'23) lost	\$347,000 ('22-'23) lost, \$347,000 ('23-'24) reallocated
5 HIP			\$ 40,000	Funds lost	Funds lost
6 Developer Fees	\$ 1,000,000			none	Funds revert back to ACTC for reallocation
7 RIP - COVID (recinded)				n/a	n/a
8 Local Trans Funds	\$ 139,000			none	Funds revert back to ACTC for reallocation
- SHOPP (Caltrans D10)		\$ 1,250,000		none	Funds revert back to Caltrans District 10
TOTAL:	\$ 5,953,000	\$ 1,250,000	\$ 1,176,000		
GRAND TOTAL:			\$ 8,379,000		

* \$1,273,000 carryover from unused right of way funds reverts back to State pool.

+ CO-OP Agreement 10-0541 A2 replaces Local RIP (\$4,814,000) with State RIP (\$553,000) and Federal RIP (\$4,461,000).



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors
FROM: Richard Vela, Public Works Director
DATE: January 9, 2024
SUBJECT: State Route 88 / Pine Grove Improvement Project;
Amended District 10 Cooperative Agreement 10-0541 A3
CONTACT: Richard Vela (223-6457)

Overview:

The Amador County Department of Transportation and Public Works has been working on the design of roadway improvements along the SR 88 corridor in Pine Grove. The revised Phase A has been developed that will provide operational improvements and congestion relief corridor-wide on SR 88 from Ridge Road to just past Pine Grove Elementary School in the town of Pine Grove in Amador County, California. The primary components of the State Route 88/Pine Grove Improvement Project is as follows:

- Widening SR 88 to provide 8-foot shoulders and 12-foot lanes from Ridge Road to just past Pine Grove Elementary School.
- Relocation of egress from Pine Grove Elementary School onto Pine Grove Volcano Road
- Signalization of the SR 88/Pine Grove Volcano Road intersection.
- Providing a new pedestrian crossing near the Pine Grove Town Hall, just east of Irish Town Road.
- Constructing new sidewalks along SR 88 from Ridge Road to Pine Grove Elementary School.
- Adding on-street parking near Town Hall.
- Improving bus stops along SR88.

Amended Cooperative Agreement 10-0541 A3 seeks to revise the Funding and Spending tables by deleting \$4,261,000 of Local-Federal RIP- NHS Fund, deleting \$553,000 of STATE RIP-NHS Fund, and adding \$6,001,000 of STATE STIP/RIP Fund, and revising the Funding Party for Local Fund Source from COUNTY to ACTC. Total cost increased by \$1,187,000. The Amended Cooperative Agreement 10-0541 A3 obligates current funding for the project. This secures the existing funding for the Project. However, it does not handcuff the Board in its decision on the direction for the Project. County Counsel Greg Gillott has reviewed the agreement.

Table 1 depicts the project costs and associated funding. Table 2 depicts the breakdown of project construction funding. This table also shows the implications of a) the end of the Federal fiscal year occurring (September 30, 2023) without the project receiving construction obligation and b) the project being scrapped by the County.

Requested Actions:

1. Approve the Cooperative Agreement in its current form; and
2. Authorize the Chairman to sign the final version of the agreement (if not substantially changed) by wet signature or by e-signature.

Fiscal Impact:

This work is funded with revenue from the Regional Transportation Improvement Program (RTIP). The Amador County Transportation Commission (ACTC) is the Project Sponsor. Funding is currently programmed by ACTC accordingly in the RTIP. Amador County (County) is receiving reimbursement for eligible project expenses by invoicing California Department of Transportation directly in arrears. The project is included in the adopted Department budget.

Attachments:

Cooperative Agreement 10-0541 A3
Table 1 - Project Costs and Funding
Table 2 – Construction Funding

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Administrative Agency: Discussion and Possible Action Relative to Amending Section 2.68.020 of Chapter 2.68, as it Relates to Salaries of Elected Officials.

Recommendation:

Waive the reading and schedule for adoption on the January 23, 2024 Consent Agenda.

4/5 vote required:

No

Distribution Instructions:

County Counsel, Auditor-Controller, Budget Analyst, Human Resources, File

ATTACHMENTS

- [Elected_Officials_Ordinance_Amendment-_30yr_longevity_draft.doc](#)
- [Elected_Officials_Ordinance_Amendment-_30yr_longevity_final.doc](#)

ORDINANCE NO. _____

SALARIES OF ELECTED OFFICERS

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

SECTION 1. Section 2.68.020 of Chapter 2.68 Salaries of Elected Officers of the Amador County Code shall be deleted and the following amended Section 2.68.020 shall be adopted and substituted in place of the deleted section:

2.68.020 Salaries.

The elected officials of the county shall receive as compensation for services required of him/her by law or virtue of his/her office salaries in accordance with the table set forth below for each month during which the elected official holds the office. Such salaries shall be prorated for the first and last pay period of his/her term.

Salaries (Biweekly)	
Effective Date	10/1/2023
Assessor	\$5,896.88
Auditor	\$5,896.88
Clerk-Recorder	\$5,896.88
District Attorney	\$6,802.83
Sheriff-Coroner	\$7,052.23
Treasurer-Tax Collector	\$5,896.88

As a result of an audit conducted by the Public Employees' Retirement System, wherein it was recommended that the intentions of the parties as it relates to longevity and special compensation be clarified further, permanent employees shall receive longevity wage increases on their base pay when they have completed five, ten, fifteen, twenty, twenty five, and thirty continuous years of regular and permanent county service. At the completion of each of these benchmark years (five, ten, fifteen, twenty, twenty five, and thirty), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%

Completed Years of Service	Base Salary Adjustment
10	5.063%
15	7.700%
20	10.390%
25	13.15%
30	15.65%

The longevity step at 30 years shall be effective as of October 1, 2023.

SECTION 2. This ordinance or a summary thereof shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective thirty (30) 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 9thth day of January 2024, by the following vote:

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

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

ORDINANCE NO. _____

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

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Review and possible approval of the December 19, 2023 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [December 19, 2023 DRAFT Minutes.docx](#)

**Amador County Board of Supervisors
ACTION MINUTES**

REGULAR MEETING

DATE: Tuesday, December 19, 2023
TIME: 9:00 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

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

Present on Roll Call:

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

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

Absent: None

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

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

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

County Negotiators: Glenn Spitzer, Deputy County Counsel, Greg Ramirez, IEDA, Lisa Gaebe, Human Resources Director Employee Organization: SEIU Local 2015
Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

Confidential Minutes: Review and possible approval of the December 5, 2023 Confidential Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to approve the December 5, 2023 Confidential Minutes as presented.

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

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

Trash Pickup: Bill May, District II resident, advised the Tribe has ignored the County's request for trash pickup along Jackson Valley Road. He urged the Board to instruct County Counsel to contact the Tribe's Legal Counsel and seek compliance. In addition he requested the Board reconsider the Dark Sky Ordinance.

Visit Amador: Ms. Tracey Berkner, Visit Amador, took this time to provide a brief update on the efforts of Visit Amador as a destination marketing organization. Ms. Berkner stated Visit Amador recently sought the advice of a non-profit consultant and developed a plan to boost marketing of Amador County. Ms. Berkner noted through the process the executive board administrative expenses were decreased and further reduced expenses by eliminating office space. Visit Amador currently shares space with Amado Vintners Association in Plymouth. She continued by noting Visit Amador has been working with the Chamber of Commerce and Amador Vintners Association in hopes of streamlining efforts and working as a team to increase tourism and community support. Ms. Berkner advised Visit Amador meetings are held on the

third Thursday of every month and Hotel Sutter. Meetings begin at 9:00 a.m., with marketing discussions between 9:30 and 10:30 a.m. She concluded her comments by thanking the Board for their ongoing support of tourism in Amador County.

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

ACTION: Direction given pursuant to the following motion.

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

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).

At this time, Chairman Brown allowed time for public comment on the consent agenda. There were no public comments.

Supervisor Oneto stated he would like to recuse himself from the following item (5.m.) to avoid any perceived conflict of interest issues.

Item 5.m.-County of Amador Agreement with Buena Vista Biomass Power, LLC.

County Counsel advised since the item is on the Consent Agenda and no discussion will be had, it will not be necessary for Supervisor Oneto to leave the room.

The following actions resulted:

ACTION #1: Direction given pursuant to the following motion.

MOTION #1: It was moved by Supervisor Forster, seconded by Supervisor Oneto and carried unanimously to approve the consent agenda with Item 5.m. being removed.

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

MOTION #2: It was moved by Supervisor Axe, seconded by Supervisor Forster and unanimously carried to approve Item 5.m. County of Amador Agreement with Buena Vista Biomass Power, LLC.

Ayes: Supervisors Axe, Forster, Brown and Crew

Noes: None

Recused: Supervisor Oneto

REGULAR AGENDA

Homeless Persons' Memorial Day: Discussion and possible action relative to adoption and presentation of a Resolution recognizing December 21, 2023 as National Homeless Persons' Day.

Mr. Tyx Puskamp, addressed the Board and stated he is currently working with Operation Care as they conclude their Homeless Outreach Program and is he is also representing a newly formed non-profit known as Small Changes for Big which was formed in the summer of 2023. Ms. Trixxie Smith, representing Cal Voices and Sierra Wind Wellness and Recovery Center, spoke briefly about the upcoming vigil and her experiences with outreach to unhoused individuals. Mr. Puskamp and Ms. Smith encouraged those present to attend the vigil on Thursday; December 21st at 5:30 p.m. at Petkovich Park if possible.

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

Mr. Russ Parker, District II resident

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Forster and carried to adopt the following Resolution in recognition of National Homeless Persons' Memorial Day.

Ayes: Supervisors Axe, Forster, Brown and Crew

Noes: Supervisor Oneto

Supervisor Oneto clarified his opposing vote by stating while he recognizes the plight of the homeless community he takes issue with the language in the proposed resolution that indicates shelter is a fundamental right.

RESOLUTION NO. 23-174

Resolution in recognition of National Homeless Persons' Memorial Day

Administrative Agency: Request by Advenco, LLC for a declaration of public convenience in regards to their pending Department of Alcoholic Beverage Control (ABC) application to sell alcoholic beverages at the Pardee Marina General Store. This declaration is required because the number of licenses in the census tract exceeds the current number allowable.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to declare a public convenience or necessity and direct staff to indicate such to the ABC Board.

Administrative Agency: Discussion and possible action relative to a request for funding for improvements to Plymouth Veterans Park by Jim Wise, with the Plymouth Rotary.

In summary, the funds would be given to the City of Plymouth from the Veterans Fund upon proposed agreement is executed. No General Funds will be utilized. Within thirty days of the date of the agreement the County shall transfer to the City of Plymouth \$161,711.68.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Oneto and unanimously carried to transfer \$161,711.68 from the District V Veterans Memorial Hall fund to be utilized for the Veterans Park project upon receipt of a fully executed agreement.

Administrative Agency: Discussion and possible action relative to a proposed Resolution of Intention to establish regulations for future for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

Mr. Chuck Beatty, Planning Director, addressed the Board and summarized the staff report relative to this matter as though set forth in full. Mr. Beatty stated the first step toward a County-initiated change to the zoning code is adoption of a Resolution of Intention detailing the nature of the potential amendment. The matter would then be forwarded to staff and the Planning Commission to discuss possible text amendments, and ultimately presented to the Board for action.

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

- Russ Parker, District II
- Mr. Craig Baracco, Executive Director, Foothill Conservancy
- Ms. Jamie Lubenko, District V resident (via ZOOM)

Discussion ensued and the following action was taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried unanimously to adopt the following Resolution of Intention to amend Title 19 (Zoning) of the Amador County Code to consider adopting regulations for new wineries, tasting rooms and event use areas in the Ag/Exclusive Agriculture, A/Agricultural, and R1A/Single Family Residential Zoning Districts.

Public Works Agency: Discussion and possible action relative to the SR 88 Pine Grove Corridor Improvements Project.

Mr. Richard Vela, Public Works Director, addressed the Board and summarized the staff report relative to this item which is incorporated into these minutes as though set forth in full. In summary, he stated bids for the Project were due on December 7, 2023. Five bids were received and the results of the bidding are as follows:

- George Reed, \$9,858,426.00
- Teichert Construction \$11,325,000.00
- Martin Brothers \$14,451,852.00
- Granite Construction \$14,775,266.70
- Stimpel-Wiebelhaus \$17,835,848.00
- Engineer's Estimate \$7,670,296.00

The lowest bid received is over twenty-eight and one half percent (28.53%) higher than the Engineer's Estimate. The Engineer's Estimate is less than all the received bids. The lowest bid received is from the apparent low bidder George Reed, Inc. Because the Engineer's Estimate is below all bids, the Department analyzed and evaluated all bids received for the project. The Department is having the Design Engineer review its Engineer's Estimate to find any anomalies.

The following are the options the Board may consider at this time:

- Do nothing at this time and wait to see if additional funds from external sources can be committed to the project. However, the deadline to award the current bid is January 21, 2024.
- Use additional internal funding sources and award the contract to the lowest responsible and responsive bidder, George Reed, Inc.
- Reject all bids and direct staff to scale project back to as to fit the current funding. This would result in additional work by the design consultant, Mark Thomas, and review of the revised project by Caltrans. Once the reduced scope project has been approved, rebid the project. This would result in losing most if not all of the 2024 construction season.
- Reject all bids and terminating the project. Regarding the current funding for the project, \$3,613,379 will be lost and \$5,935,000 will be returned to ACTC for re-allocation.

Mr. Vela stated the following are the requested actions the Board may consider:

1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project, which the deadline to award the current bid being January 21, 2024; **OR**
2. Award ITB 23-23 SR 88 Pine Grove Corridor Improvements Project to George Reed, Inc. in an amount not to exceed \$9,858,426.00; and
 - Authorize the Board Chairman to sign the construction contract based on the standard sample contract contingent upon County

- Counsel and the Director of Public Works approval; and
- Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period; and
 - Authorize the Board Chairman to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor; **OR**
3. Reject all bids and direct staff to scale project back to fit the current available funding; **OR**
 4. Reject all bids and terminate the project.

Lengthy discussion ensued with the following individuals providing input.

- Mr. John Gedney, ACTC Executive Director,
- Matt Brogan, Design Engineer, Mark Thomas, Engineering
- Jake Weir, Project Engineer, Mark Thomas Engineering
- Ms. Lynda Burman, District V resident
- Ms. Jan Houghton, District IV resident
- Mr. Logan Carnell, District IV resident
- Ms. Katherine Evatt, District IV resident (via ZOOM)

The following action was taken.

ACTION #1: Direction given pursuant to the following motion.

MOTION #1: It was moved by Supervisor Crew, seconded by Supervisor Oneto to reject all bids and terminate the project in the spirit of fiscal responsibility.

Ayes: Supervisors Crew and Oneto

Noes: Supervisors Brown, Axe and Forster

Motion failed for lack of majority vote*

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

MOTION #2: It was moved by Forster, seconded by Supervisor Axe and carried to work with Cal Trans over next month to try and find alternate funding sources, if that is not successful schedule a Special Board Meeting prior to January 21, 2024 to reject bids and request a scaled back project be presented.

Ayes: Supervisors Forster, Axe and Brown

Noes: Supervisors Oneto and Crew

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

Community Facilities District 2006-1 (Annexation #15): Discussion and possible action relative to a public hearing to consider:

1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #15); and
2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), Count of Amador, State of California (Annexation #15).

Ms. Lynn Gruber, Koppel and Gruber Public Finance and Consultant for the County, addressed the Board and summarized this matter.

Chairman Brown opened the Public Hearing at this time. Hearing no comment the following action resulted.

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

MOTION #1: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to close the Public Hearing.

Discussion ensued with the following action being taken.

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

MOTION #2: It was moved by Supervisor Oneto, seconded by Supervisor Crew and unanimously carried to adopt the following Resolution determining to submit the question of annexing territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, state of California, to the landowners in the territory proposed for annexation (Annexation #15)

RESOLUTION NO. 23-176

Resolution determining to submit the question of annexing territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, state of California, to the Landowners in the Territory Proposed for Annexation (Annexation #15)

At this time, Chairman Brown directed Ms. Jennifer Burns, Clerk of the Board to conduct the election.

Ms. Jennifer Burns, Clerk of the Board stated all ballots have been received and deemed the election to be closed. At this time, she counted and tallied the ballots which resulted in 2,408 affirmative votes cast.

Discussion ensued with the following action being taken.

ACTION #3: Direction given pursuant to the following motion.

MOTION #3: It was moved by Supervisor Crew, seconded by Supervisor Axe and unanimously carried to adopt the following Resolution declaring the results of the Special Election to annex certain territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #15)

RESOLUTION NO. 23-177

Resolution declaring the results of the Special Election to annex certain territory to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #15)

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

Ms. Karen Warburton, General Services Budget Analyst, addressed the Board and summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full.

Chairman Brown opened the Public Hearing at this time. Hearing none, the following actions were taken.

Discussion ensued with the following action being taken.

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

ACTION #2: It was moved by Supervisor Axe, seconded by Supervisor Crew, and unanimously carried to close the Public Hearing.

MOTION #1: Direction given pursuant to the following motion.

MOTION #2: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to approve the following resolution to accept the 2022/23 Annual Disclosure and Review increasing the CFF by the 2.5% CCI effective January 1, 2024.

Minutes: Review and possible approval of the December 5, 2023 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously to approve the December 5, 2023 Board of Supervisors Meeting Minutes with minor edits.

ADJOURNMENT: Until Tuesday, December 19, 2023 at 8:30 a.m.

Jeffrey Brown, Chairman, Board of Supervisors

ATTEST:

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

December 19, 2023 CONSENT MINUTES

5.a. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

ACTION: Approved-Resolution No. 23-179

5.b. Agricultural Advisory Committee: Approval of the re-appointments of David Bassett to fill the seat of District I, John Gonsalves as alternate, Dan Port to fill the seat of District II, John Allen, Jr. to fill the seat of District IV, and Mark Bennett as the alternate serving as District V on the Planning Commission effective December 2023 through December 2026.

ACTION: Approved

5.c. Building Department-Limited Density Owner-Built Rural Dwelling / LD234373- ONO

ACTION: Approved-Resolution No. 23-180

5.d. Resolution of Off Highway Motor Vehicle Agreement

ACTION: Approved-Resolution No. 23-182

5.e. Budget Transfer from Contingencies to the Promotions Department to support the Film Commission in FY 23/24 per Board decision on December 5, 2023.

ACTION: Approved

5.f. Treasurer/Tax Collector: Resolution declaring unclaimed monies held in the County Treasury to be the property of the County of Amador and transferring said unclaimed amounts to the County General Fund.

ACTION: Approved-Resolution No. 23-181

5.g. Public Health Department: Approve the addition of a Public Health Program Coordinator position and the Budget Transfer Request to allocate the funding of the previously approved Future of Public Health Grant. This grant will fund this position and equipment for community events.

ACTION: Approved

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

ACTION: Approved

5.i. Building Department: Agreement to limit use of Agricultural Structure for AG234657 - ALDEA

ACTION: Approved-Resolution No. 23-183

5.j. Resolution Approving Authorized Officials for Grant Funding through the Federal Department of Homeland Security.

ACTION: Approved-Resolution No. 23-184

5.k. General Services Administration ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement

ACTION: Approved

5.l. General Services Administration - F-86F Sabre Standard Renewal Loan Agreement

ACTION: Approved

5.m. County of Amador Agreement with Buena Vista Biomass Power, LLC.

ACTION: Approved

5.n. General Services Agency: Custodian II Status Change from Part-time to Full-Time

ACTION: Approved

5.o. Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on letters of support for two grant applications the AFSC will be submitting in early January 2024. The proposed projects are as follows:

Ohio Hill Fuel Break Project (22-WP-AEU-57497816)

Volcano Hills Fuel Break Project (22-WP-AEU-57498028)

ACTION: Approved

5.p. 23-21 Amador County Main Street Drytown Improvements

Resolution of Acceptance

Final Agreement and Release of Claims

Consolidated Engineering, Inc.

ACTION: Approved-Resolution No. 23-185

5.q. Public Health - Approval of CMS Plan.

ACTION: Approved

5.r. Request to Advertise ITB 23-30, Carbondale Road Bridge Replacement Project Over Willow Creek - Bids to be Received on February 8, 2024

ACTION: Approved

Board of Supervisors Agenda Item Report

Submitting Department: Clerk-Recorder

Meeting Date: January 9, 2024

SUBJECT

Budget increase from trust to department 2710 to cover the final invoice for the completion of the Vital Records project.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Clerk-Recorder, Original to Auditor, Budget Analyst

ATTACHMENTS

- [Memo to BOS Kofile budget transfer.pdf](#)
- [BT Trust 101214 to 2710.pdf](#)
- [Journal 7700-101214 to 2710_12.13.23.pdf](#)



KIMBERLY L. GRADY
810 Court Street
Jackson, California 95642-2132
Phone (209) 223-6468
Fax (209) 223-6204

Memo

To: Board of Supervisors
From: Kim Grady, Clerk/Recorder
Date: December 15, 2023
Re: Budget Transfer

The purpose of this item is to obtain Board of Supervisor's approval to transfer money from our Vital Statistics Trust Fund into our budget to pay an invoice to Kofile.

The invoice is for the completion of a project for our vital records. The records and indexes from 1915 through 2005 have been restored and preserved. Shelving to house the restore books was also purchased and both digital images and microfilm of every vital record have been created.

This project took longer than expected. I was unsure of the completion date so it was not included in our current budget.

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

DATE: _____

REQUESTED BY: _____

DEPARTMENT: _____

APPROVED BY:

ADMINISTRATIVE OFFICER: _____ Date: _____

ADMINISTRATIVE COMMITTEE: _____ Date: _____

BOARD OF SUPERVISORS: _____ Date: _____

AUDITOR/CONTROLLER: _____ Date: _____ Journal No.: _____

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

REASON FOR THE REQUEST:

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

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

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

COUNTY OF AMADOR

JACKSON, CALIFORNIA

STANDARD JOURNAL ENTRY

AUDITOR-CONTROLLER'S OFFICE

DATE: 12/13/2023 JE NO: _____

BY: _____

BATCH

APPROPRIATION LEDGER					GENERAL LEDGER			
DESCRIPTION	DEPT/FUND	ACCOUNT	DEBIT	CREDIT	FUND	CASH ACCOUNT	DEBIT	CREDIT
Transfer from Vital Records Trust Fund to cover invoice for the preservation of vital certificates & indexes	7700	58214	91,761.20		31100	101214		91,761.20
	2710	46675		91,761.20	11000	101110	91,761.20	

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: January 9, 2024

SUBJECT

Resolution honoring Tamara Garner on her retirement

Recommendation:

Approve and sign resolution

4/5 vote required:

No

Distribution Instructions:

Please return signed resolution to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Retirement Resolution Tamara Garner.docx](#)

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING AND)
HONORING TAMARA GARNER)
UPON HER RETIREMENT)
FROM AMADOR COUNTY)
WITH 14 YEARS OF SERVICE) RESOLUTION NO. 24-

WHEREAS, Tamara began her career with Amador County as a Crisis Coordinator in the Behavioral Health Department on March of 2009; and

WHEREAS, Tamara was took the position of Clinician I in 2012; and

WHEREAS, on August 16th 2012 Tamara became a licensed Marriage and Family Therapist took on the position of Clinician II; and

WHEREAS, Tamara is a local artist and started clinical Art Therapy in 2014; and

WHEREAS, Tamara promoted to Clinician III in 2018; and

WHEREAS, Tamara has been married for 43 years; and

WHEREAS, Tamara has two sons and two daughter in laws; and

WHEREAS, Tamara has 6 grandchildren ages 5 to 14; and

WHEREAS, Tamara will be able to spend more time painting, teaching paint and sip nights, traveling and enjoying family; and

WHEREAS, Tamara worked for 14 years for Amador County Behavioral Health.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize and congratulate Tamara Gardner for her dedication to the Behavioral Health Department and the citizens of Amador County.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador on the consent agenda, at a regular meeting thereof, held on the _____, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 24-xxx)

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: January 9, 2024

SUBJECT

Request to Reclassify the Administrative Technician in the Surveying and Engineering Department to a Senior Community Development Technician.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Surveying and Public Works

ATTACHMENTS

- [Memo - Reclassification Request Tiesha.doc](#)



AMADOR COUNTY

HUMAN RESOURCES DEPARTMENT

• *Benefits*

209) 223-6361

• *Personnel*

(209) 223-6456

• *Risk Management*

(209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: December 19, 2023

SUBJECT: Agenda Item for January 9, 2024 Board Consent Agenda
Surveying Department – Reclassification of Administrative Technician to Senior
Community Development Technician

The Public Works Agency Director and County Surveyor have submitted a request to reclassify Tiesha Adams, Administrative Technician (Range 2141 Step A \$25.99 – Step E \$31.59) to a Senior Community Development Technician (Range 2565 Step A \$30.23 – Step E \$36.74). This request is due to a change in responsibilities requiring her to act in the capacity of an office manager and provide more independent administrative and technical support. . Employees who are reclassified will be placed at the step and pay rate which is the same or closest to but no lower than their current step and pay rate per the Service Employees International Union MOU section 25.3.

Please approve the requested reclassification. If the request is not approved, the employee will not be able to provide the services required and will be working out of class.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: January 9, 2024

SUBJECT

Resolution Regarding Salaries and Fringe Benefits for Confidential Employees. It was modified to include an additional longevity wage increase for employees completing 25 years of service and a 2.5% pay range/pay rate increase to the Administrative Supervisor (SO) - Confidential classification.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Angie Creach - Confidential Representative,

ATTACHMENTS

- [Memo_-Confidential_Unit_Resoluton_Revision.doc](#)
- [Confidential_Resolution_-_DRAFT_1.9.2024.doc](#)
- [Confidential 10.1.2023 4% Amended 1.9.2023.pdf](#)
- [Confidential_Resolution_-_FINAL_1.9.2024 \(1\).doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: December 21, 2023

SUBJECT: Agenda Item for January 9, 2024 Board Consent Agenda
Resolution Regarding Salaries and Fringe Benefits for Confidential Employees

The Resolution Regarding Salaries and Fringe Benefits for Confidential Employees has been amended to include the following:

- Effective 10/01/2023 Confidential Employees completing 25 years of service shall receive a longevity wage increase adjustment to their base salary of 12.890%.
- Effective 12/10/2023 the Administrative Supervisor (SO) – Confidential shall receive a 2.5% pay range/pay rate increase. The pay range/pay rate will change from Range 2175 Step A \$26.33 - Step E \$32.00 to Range 2241 Step A \$26.99 - Step E \$32.81

If the Board does not approve the amended Resolution, the current resolution will not reflect the negotiated changes.

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

IN THE MATTER OF:

RESOLUTION REGARDING)
SALARIES AND FRINGE BENEFITS)
FOR CONFIDENTIAL EMPLOYEES)

RESOLUTION NO. 24-xxx

BE IT RESOLVED that this resolution is being adopted to address the following:

- Effective 10/01/2023 Confidential Employees completing 25 years of service shall receive a longevity wage increase adjustment to their base salary of 12.890%.
- Effective 12/10/2023 the Administrative Supervisor (SO) – Confidential shall receive a 2.5% pay range/pay rate increase. The pay range/pay rate will change from Range 2175 Step A \$26.33 - Step E \$32.00 to Range 2241 Step A \$26.99 - Step E \$32.81

TERMS AND CONDITIONS

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee requests same. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Confidential employees are covered by the Fair Labor Standards Act (FLSA) as it relates to wages, overtime (based upon hours worked in excess of a regularly scheduled 8-hour workday or 40 hours per week), record keeping, and equal pay standards, with the exception of the following classifications:
 - A. Budget Analyst
 - B. Deputy County Counsel I
 - C. Deputy County Counsel II
 - D. Deputy County Counsel III
 - E. Risk Analyst
 - F. Payroll Manager
3. The exempt employees listed in #2 above are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions. Exempt employees are not eligible for overtime.
4. Confidential employees are eligible for, and will receive, step increases under the same terms and conditions as the County's General Unit bargaining group.
5. Effective May 1, 2019, the Senior Administrative Analyst position assigned to the General Services Agency will receive a 7% stipend due to additional duties for one particular assignment in GSA related to the Economic & Development Program.
6. The salaries reflected above include a five percent (5%) differential above the County's General Unit bargaining group for confidential status.

Effective September 1, 2019, the County is changing from processing payroll monthly to bi-weekly.

Current Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

7. **Longevity:**

- A. Effective retroactive to October 1, 2017, longevity pay will be granted to all members of this unit for 10, 15, and 20 years in 2.5% increments under the same terms and conditions as the County’s General Unit bargaining Group
- B. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), and **twenty five (25) (effective October 1st, 2023)**, years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, **25** years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25 (eff. 10/1/2023)	12.890%*

**These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.*

- 8. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, or rescind their previous request for a voluntary reduced work schedule. Employee’s seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
- 9. **Retirement Program:** Employees herein shall receive the same Public Employees’ Retirement System program offered to the County’s General bargaining group, as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
 - A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
 - B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.
 - C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC
- 10. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County’s General Unit Bargaining Group.
 - A. The premium cost share will be 87.5% paid by the employer and 12.5%% paid by the employee for plan years after 2017.

- B. For full-time confidential employees, a cash payment per pay period of \$215.12 shall be paid to all confidential employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total per pay period is \$233.58. Part-time Confidential employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above.

11. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:

- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.
- B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.

12. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General Unit bargaining group):

- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year . Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every 72 hours worked up to a maximum of 128 hours per year.
- B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.
- C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- D. Employees in this unit may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in Amador County #2-230 has been met.

13. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group. Employees taking the voluntary reduced work schedule, will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation and/or CTO leave. If vacation and/or CTO are not available, employees will be docked the difference in pay.
14. **Administrative Leave:** Exempt professional classifications (*i.e.* Deputy County Counsel I, II and III) shall earn and accrue Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Administrative Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year.
 - A. An eligible employee may accrue Administrative leave up to a maximum amount equal to twice their current annual Administrative accrual rate (*i.e.*, 10 days). Accrual of Administrative leave shall cease when the maximum amount of Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued Administrative leave is below the maximum allowed accrual.
 - B. Eligible employees must pass their probationary period before leave can be utilized.
 - C. The probationary period for Administrative employees, for purposes of Administrative leave benefits, shall be twelve (12) months.
 - D. Part-time employees will have the leave pro-rated based on the number of hours worked.
 - E. An eligible employee who separates from County employment will not be paid in cash for any unused Administrative leave. However, if an employee transfers to another unit that has no Administrative leave, the employee will be paid off in cash.
15. **Miscellaneous Stipends:** Sheriff's Office employees in the Confidential Unit will receive will receive a monthly stipend of \$40.00 (\$18.46 per pay period) for the care, maintenance and replacement of required work attire. Initial clothing is purchased by Sheriff's Department.
16. **Bar Dues:** The County shall pay for employees the cost of the State Bar Association dues necessary for the employee to practice law in California. The County shall pay for the minimum cost of the dues only (referred to on State Bar Membership Statement as membership fees) and shall not pay for any additional options such as CDCBA, CSCHS, lobbying, etc.

The County shall make the payment each year on or before the annual renewal due date specified by the State Bar for an employee who has been employed as an Amador County Deputy County Counsel as of January 1 of the year for which the dues are paid. The employee shall provide their invoice to the Auditor's Office one month before the due date of each year to ensure his/her dues will be paid before the due date.

17. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. The County will contribute \$23.08 per pay period (based on 26 pay periods per year) up to \$600.00 annually to the section 457 deferred compensation account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600

annually. However, if the employee ceases such contributions, the county match will no longer apply.

18. **Employee Wellness Program**: The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Confidential employees who participate in an organized fitness program or organized weight-reduction program.

INTERNSHIP PROGRAM

On March 28, 2023, the Board of Supervisors adopted the Use of Interns Policy #2-244, which authorized County departments to hire interns as temporary employees. All placements are contingent upon departmental budget appropriations and County Administrative Officer approval of such requests for temporary help.

Internships are temporary positions within this Unit. They are designed to provide job training. No intern may work more than 999 hours per fiscal year. Interns do not receive seniority, vacation, sick leave, holiday pay, health benefits, or any other type of benefits or incentives unless required under state and federal law. Duties will vary widely based on the training assignment and department needs.

No interns may be paid in excess of state minimum wage per hour, with the exception of legislative or legal interns.

EFFECTIVE DATE

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the **9th day of January, 2024** by the following vote:

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

NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

APPENDIX A
CONFIDENTIAL UNIT CLASSIFICATION AND WAGE PLAN
4% INCREASE - EFFECTIVE 10/01/2023

(Amended as of 1/9/2024)

Pay ranges for nonexempt classifications are as set forth below:

Range	Classification	Step A	Step B	Step C	Step D	Step E
2561	Accountant I - Confidential	30.19	31.70	33.28	34.95	36.70
2241	*Administrative Supervisor (SO) - Confidential	26.99	28.34	29.76	31.24	32.81
2698	Clerk Of the Board	31.56	33.14	34.79	36.53	38.36
1541	Deputy Board Clerk I	19.99	20.99	22.04	23.14	24.30
1743	Deputy Board Clerk II	22.01	23.11	24.27	25.48	26.75
2019	Deputy Board Clerk III	24.77	26.01	27.31	28.67	30.11
3034	Executive Legal Assistant	34.92	36.67	38.50	40.42	42.45
2674	Human Resource Specialist	31.32	32.89	34.53	36.26	38.07
2217	Human Resource Technician	26.75	28.09	29.49	30.97	32.51
2793	Paralegal (CC)	32.51	34.14	35.84	37.63	39.52
2235	Payroll Specialist I	26.93	28.28	29.69	31.17	32.73
2616	Payroll Specialist II	30.74	32.28	33.89	35.59	37.36
2308	Records and Volunteer Administrator	27.66	29.04	30.50	32.02	33.62
1437	Records Management Assistant	18.95	19.90	20.89	21.94	23.03
3034	Senior Administrative Analyst	34.92	36.67	38.50	40.42	42.45

Pay ranges for exempt classifications are as set forth below:

Range	Classification	Step A	Step B	Step C	Step D	Step E
3872	Budget Analyst	43.30	45.47	47.74	50.13	52.63
4258	Dep County Counsel I	47.16	49.52	51.99	54.59	57.32
4730	Dep County Counsel II	51.88	54.47	57.20	60.06	63.06
5246	Dep County Counsel III	57.04	59.89	62.89	66.03	69.33
3230	Payroll Manager	36.88	38.72	40.66	42.69	44.83
3278	Risk Analyst	37.36	39.23	41.19	43.25	45.41

* Effective 12/10/2023

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

IN THE MATTER OF:

RESOLUTION REGARDING)
SALARIES AND FRINGE BENEFITS)
FOR CONFIDENTIAL EMPLOYEES)

RESOLUTION NO. 24-xxx

BE IT RESOLVED that this resolution is being adopted to address the following:

- Effective 10/01/2023 Confidential Employees completing 25 years of service shall receive a longevity wage increase adjustment to their base salary of 12.890%.
- Effective 12/10/2023 the Administrative Supervisor (SO) – Confidential shall receive a 2.5% pay range/pay rate increase. The pay range/pay rate will change from Range 2175 Step A \$26.33 - Step E \$32.00 to Range 2241 Step A \$26.99 - Step E \$32.81

TERMS AND CONDITIONS

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee requests same. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Confidential employees are covered by the Fair Labor Standards Act (FLSA) as it relates to wages, overtime (based upon hours worked in excess of a regularly scheduled 8-hour workday or 40 hours per week), record keeping, and equal pay standards, with the exception of the following classifications:
 - A. Budget Analyst
 - B. Deputy County Counsel I
 - C. Deputy County Counsel II
 - D. Deputy County Counsel III
 - E. Risk Analyst
 - F. Payroll Manager
3. The exempt employees listed in #2 above are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions. Exempt employees are not eligible for overtime.
4. Confidential employees are eligible for, and will receive, step increases under the same terms and conditions as the County's General Unit bargaining group.
5. Effective May 1, 2019, the Senior Administrative Analyst position assigned to the General Services Agency will receive a 7% stipend due to additional duties for one particular assignment in GSA related to the Economic & Development Program.
6. The salaries reflected above include a five percent (5%) differential above the County's General Unit bargaining group for confidential status.

Effective September 1, 2019, the County is changing from processing payroll monthly to bi-weekly.

Current Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

7. **Longevity:**

- A. Effective retroactive to October 1, 2017, longevity pay will be granted to all members of this unit for 10, 15, and 20 years in 2.5% increments under the same terms and conditions as the County’s General Unit bargaining Group
- B. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), and twenty five (25) (effective October 1st, 2023), years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25 (eff. 10/1/2023)	12.890%*

**These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.*

- 8. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, or rescind their previous request for a voluntary reduced work schedule. Employee’s seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
- 9. **Retirement Program:** Employees herein shall receive the same Public Employees’ Retirement System program offered to the County’s General bargaining group, as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
 - A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
 - B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.
 - C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC
- 10. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County’s General Unit Bargaining Group.
 - A. The premium cost share will be 87.5% paid by the employer and 12.5% paid by the employee for plan years after 2017.

- B. For full-time confidential employees, a cash payment per pay period of \$215.12 shall be paid to all confidential employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total per pay period is \$233.58. Part-time Confidential employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above.

11. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:

- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.
- B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.

12. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General Unit bargaining group):

- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year . Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every 72 hours worked up to a maximum of 128 hours per year.
- B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.
- C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- D. Employees in this unit may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in Amador County #2-230 has been met.

13. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group. Employees taking the voluntary reduced work schedule, will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation and/or CTO leave. If vacation and/or CTO are not available, employees will be docked the difference in pay.
14. **Administrative Leave:** Exempt professional classifications (*i.e.* Deputy County Counsel I, II and III) shall earn and accrue Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Administrative Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year.
 - A. An eligible employee may accrue Administrative leave up to a maximum amount equal to twice their current annual Administrative accrual rate (*i.e.*, 10 days). Accrual of Administrative leave shall cease when the maximum amount of Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued Administrative leave is below the maximum allowed accrual.
 - B. Eligible employees must pass their probationary period before leave can be utilized.
 - C. The probationary period for Administrative employees, for purposes of Administrative leave benefits, shall be twelve (12) months.
 - D. Part-time employees will have the leave pro-rated based on the number of hours worked.
 - E. An eligible employee who separates from County employment will not be paid in cash for any unused Administrative leave. However, if an employee transfers to another unit that has no Administrative leave, the employee will be paid off in cash.
15. **Miscellaneous Stipends:** Sheriff's Office employees in the Confidential Unit will receive will receive a monthly stipend of \$40.00 (\$18.46 per pay period) for the care, maintenance and replacement of required work attire. Initial clothing is purchased by Sheriff's Department.
16. **Bar Dues:** The County shall pay for employees the cost of the State Bar Association dues necessary for the employee to practice law in California. The County shall pay for the minimum cost of the dues only (referred to on State Bar Membership Statement as membership fees) and shall not pay for any additional options such as CDCBA, CSCHS, lobbying, etc.

The County shall make the payment each year on or before the annual renewal due date specified by the State Bar for an employee who has been employed as an Amador County Deputy County Counsel as of January 1 of the year for which the dues are paid. The employee shall provide their invoice to the Auditor's Office one month before the due date of each year to ensure his/her dues will be paid before the due date.

17. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. The County will contribute \$23.08 per pay period (based on 26 pay periods per year) up to \$600.00 annually to the section 457 deferred compensation account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600

annually. However, if the employee ceases such contributions, the county match will no longer apply.

18. **Employee Wellness Program**: The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Confidential employees who participate in an organized fitness program or organized weight-reduction program.

INTERNSHIP PROGRAM

On March 28, 2023, the Board of Supervisors adopted the Use of Interns Policy #2-244, which authorized County departments to hire interns as temporary employees. All placements are contingent upon departmental budget appropriations and County Administrative Officer approval of such requests for temporary help.

Internships are temporary positions within this Unit. They are designed to provide job training. No intern may work more than 999 hours per fiscal year. Interns do not receive seniority, vacation, sick leave, holiday pay, health benefits, or any other type of benefits or incentives unless required under state and federal law. Duties will vary widely based on the training assignment and department needs.

No interns may be paid in excess of state minimum wage per hour, with the exception of legislative or legal interns.

EFFECTIVE DATE

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of January, 2024 by the following vote:

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

NOES: 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: Human Resources

Meeting Date: January 9, 2024

SUBJECT

Resolution Regarding Salaries and Fringe Benefits for Management Employees. It has been modified to include an additional longevity wage increase for employees completing 30 years of service.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Jon Hopkins & Mark Bonini - Management Representatives

ATTACHMENTS

- [Memo_-Management_Unit_Resoluton_Revision.doc](#)
- [Management_Resolution_DRAFT_1.09.2024.doc](#)
- [Management_Resolution_FINAL_1.09.2024 \(1\).doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: December 21, 2023

SUBJECT: Agenda Item for January 9, 2024 Board Consent Agenda
Resolution Regarding Salaries and Fringe Benefits for Management Employees

The Resolution Regarding Salaries and Fringe Benefits for Management Employees has been amended to include the following:

- Effective 10/01/2023 Management Employees completing 30 years of service shall receive a longevity wage increase adjustment to their base salary of 15.650%.

If the Board does not approve the amended Resolution, the current resolution will not reflect the negotiated changes.

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO)
SALARIES AND FRINGE BENEFITS)
FOR MANAGEMENT EMPLOYEES)

RESOLUTION NO. 24-xxx

BE IT RESOLVED that this resolution is being adopted to reflect the following changes:

- Effective 10/01/2023 Management Employees completing 30 years of service shall receive a longevity wage increase adjustment to their base salary of 15.650%.

TERMS AND CONDITIONS

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Chief Assistant District Attorney, who serves at the pleasure of the District Attorney; Chief Probation Officer, who is appointed and removed by the presiding judge; the County Counsel, who is appointed by the Board of Supervisors to a four-year term; and the Undersheriff, whose tenure is discussed in paragraph 3.B below. These employees shall adhere to all policies and procedures applicable to other County management employees.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. The following terms and conditions apply only to the position of Undersheriff:
 - A. The salary shall be equal to or above the salary established for the position of Captain.
 - B. The Undersheriff shall be eligible to receive all education, POST, and longevity incentives that are afforded to the Sheriff's Office Mid-Management Unit as well as all uniform allowances that are afforded to the Sheriff's Office Mid-Management Unit.
 - C. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
 - D. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - E. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
 - F. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff without notice or hearing. The Board of

Supervisors shall not have the right to discipline the Undersheriff for any other reason.

Classification and Wage Plan as listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), **thirty (30)** years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, **30** years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.15%*
30	15.650%*

* These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

5. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly or rescind their previous request for a voluntary reduced work schedule. Employee’s seniority, benefits and leave accruals will not be affected. Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
6. **Retirement Program:** Employees herein shall receive the same Public Employees’ Retirement System program offered through the County (Local Safety Members for Undersheriff and Chief Probation Officer, Local Prosecutors for Chief Assistant District Attorney, and Local Miscellaneous Members for all other unit members), as such programs may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
- A. Effective October 1, 2011, the EPMC shall be 1% for all employees except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. For those employees, the EPMC shall be 3%.
 - B. Effective July 1, 2014, the EPMC for members of the Board of Supervisors shall be 4% (Board Members will be paying 3% of their CalPERS Member Contributions) and effective July 1, 2015 EPMC shall be 1% (Board Members will be paying an additional 3% of their CalPERS Member Contributions, for a total CalPERS Member Contribution by Board Members of 6%).
 - C. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of the normal cost as determined by CalPERS.
 - D. Effective July 1, 2016 all Classic employees shall pay seven percent (7%) of the EPMC. This means all Classic employees will be paying their full 7% of their EPMC.

except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. These employees will be paying 7% of their EPMC and the County will be paying 2% of their EPMC.

- E. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent to those provided to Management members, such as the County Administrative Officer, or to elected officials, unless specifically adopted by contract or resolution dated after the effective date of this Resolution.
7. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Undersheriff and the Chief Probation Officer, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units. .
- A. Effective January 1, 2017, all employees will contribute 2.5% of the total cost of the insurance premiums towards their insurance premiums and the County will be contributing 97.5 % of their insurance premiums
 - B. A cash payment of \$233.92 per pay period shall be paid to all Management employees in lieu of major medical insurance benefits after proof of other major medical insurance has been obtained.
 - C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
8. **Sick Leave:** Employees herein shall accrue paid leave of absence for illness or injury to the employee or the employee's minor children.
- A. Employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.
 - B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
- A. Unused sick leave shall accrue from year to year.
 - B. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
9. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General bargaining group):
- A. Vacation leave shall be earned and accrued at a rate of 7.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 192 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 7.3846 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 192 hours
 - B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's vacation leave is below the maximum allowed accrual.
 - C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however,

that the criteria outlined in the Amador County Policies and Procedures Manual (#2-230) has been met.

10. **Holiday Leave:** Management employees will receive the same paid holiday leave as the County's General Unit bargaining group with the exception of the Undersheriff, Chief Probation Officer and Chief Assistant District Attorney. For employees taking the voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay

11. **Management/Administrative Leave:** Management employees shall earn and accrue Management/Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Management/Administrative Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:
 - A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate.
 - B. Part-time Management/Administrative employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.
 - C. An employee shall not be eligible to utilize his/her Management/Administrative leave until after completion of six (6) continuous months of employment with the County.

12. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. . The County will contribute their matching and/or discretionary \$23.08 per pay period (based on 26 pay periods per year) up to \$600.00 annually to a 401 (a) Plan account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600 annually. However, if the employee ceases such contributions, the county match will no longer apply.

13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to Management employees who participate in an organized fitness program or organized weight-reduction program.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the **9th day of January, 2024** by the following vote:

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

NOES:
ABSENT:

Chairman, Board of Supervisors

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

Deputy

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

IN THE MATTER OF:

RESOLUTION RELATIVE TO)
SALARIES AND FRINGE BENEFITS)
FOR MANAGEMENT EMPLOYEES)

RESOLUTION NO. 24-xxx

BE IT RESOLVED that this resolution is being adopted to reflect the following changes:

- Effective 10/01/2023 Management Employees completing 30 years of service shall receive a longevity wage increase adjustment to their base salary of 15.650%.

TERMS AND CONDITIONS

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Chief Assistant District Attorney, who serves at the pleasure of the District Attorney; Chief Probation Officer, who is appointed and removed by the presiding judge; the County Counsel, who is appointed by the Board of Supervisors to a four-year term; and the Undersheriff, whose tenure is discussed in paragraph 3.B below. These employees shall adhere to all policies and procedures applicable to other County management employees.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. The following terms and conditions apply only to the position of Undersheriff:
 - A. The salary shall be equal to or above the salary established for the position of Captain.
 - B. The Undersheriff shall be eligible to receive all education, POST, and longevity incentives that are afforded to the Sheriff's Office Mid-Management Unit as well as all uniform allowances that are afforded to the Sheriff's Office Mid-Management Unit.
 - C. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
 - D. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - E. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
 - F. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff without notice or hearing. The Board of

Supervisors shall not have the right to discipline the Undersheriff for any other reason.

Classification and Wage Plan as listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, 30 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
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* These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

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13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to Management employees who participate in an organized fitness program or organized weight-reduction program.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of January, 2024 by the following vote:

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

NOES:
ABSENT:

Chairman, Board of Supervisors

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Treasurer-Tax Collector: Adoption of a Resolution approving the Statement of Investment Policy of the Amador County Treasurer-Tax Collector.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Liz Nelson, Tax Collector

ATTACHMENTS

- [Memo IP \(23-24\).pdf](#)
- [Investment Policy 2024.pdf](#)
- [RES_24-XXX_Investment_Policy \(1\).doc](#)

AMADOR COUNTY TREASURER - TAX COLLECTOR



810 COURT STREET, JACKSON, CA 95642-2132
ELIZABETH A. NELSON, TREASURER-TAX COLLECTOR

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

MEMORANDUM

TO : AMADOR COUNTY BOARD OF SUPERVISORS

FROM : ELIZABETH A. NELSON, TREASURER/TAX COLLECTOR *ean*

DATE : DECEMBER 27, 2023

RE : BOARD AGENDA ITEM – ANNUAL STATEMENT OF INVESTMENT POLICY

=====

Summary:

The annual Statement of Investment Policy for the County of Amador is submitted by the Amador County Treasurer/Tax Collector for consideration by the Board of Supervisors. There are minor updates to the material language to meet compliance parameters to the previous Investment Policy as approved by the Board on January 10, 2023.

Requested Board Action:

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

**STATEMENT
OF
INVESTMENT POLICY**



COUNTY OF AMADOR

**ELIZABETH A. NELSON
TREASURER - TAX COLLECTOR**

January 9, 2024

AUTHORITY AND PURPOSE

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

This Statement of Investment Policy is intended to provide written guidelines and criteria for the prudent investment of Amador County's surplus funds and idle cash, and to outline the policies for maximizing the efficiency of its cash management system. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

SCOPE

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

PHILOSOPHY

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

OBJECTIVES

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

I. LEGAL COMPLIANCE

All investing and investment decisions shall be made in full compliance with

California Government Code Sections 53601 through 53692, as well as any forthcoming amendments or additions to the California Government Code relating to the investment of local agency surplus and idle funds. Additionally, the Treasurer may provide further restrictions and guidelines for the investment of these funds through the Statement of Investment Policy. Each transaction, and the entire investment portfolio, shall comply with the California Government Code and the Investment Policy.

II. SAFETY AND PRESERVATION OF PRINCIPAL

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

A. Credit Risk

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

- * Limiting investments to those listed in the Eligible Securities/Authorized Investments;
- * Pre-qualifying and monitoring the financial institutions, broker/dealers, and advisors with which an entity will do business;
- * Diversifying the investment portfolio; and,
- * No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

B. Interest Rate Risk

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

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

III. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated cash requirements. It shall be structured in a manner which will provide that securities mature at about the same time as cash is needed. Investment decisions will take into account the fact that the maintenance of liquidity, or the ability to readily convert a security to cash with little or no loss

in value, is an important investment quality, especially when the need for unexpected funds arises. Since all possible cash demands cannot be anticipated, a sufficient portion of the portfolio shall consist of securities with active secondary or resale markets, and deposits in the Local Agency Investment Fund (LAIF) or Local Government Investment Pools, which have immediate withdrawal provisions.

IV. YIELD

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

INVESTMENT PARAMETERS

I. ELIGIBLE SECURITIES/AUTHORIZED INVESTMENTS

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

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

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

*U.S. AGENCY OBLIGATIONS: Instruments of, or issued by, a federal agency or a U.S. Government-sponsored enterprise shall be limited to a maximum of 75% of the total portfolio, with a further maximum of 35% invested with any one issuer. Maximum maturity shall be five years from the date of purchase settlement. The maximum percent of agency callable securities in the portfolio will be 20%.

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

its equivalent or better by at least one Nationally Recognized Statistical Rating Organization (NRSRO), and shall be limited to a maximum of 30% of the total portfolio. No more of than 10% of the portfolio may be invested in any single issuer.

*LOCAL AGENCY INVESTMENT FUND (LAIF): The Local Agency Investment Fund is an investment program for local government agencies administered by the California State Treasurer. The County may invest up to the maximum permitted by LAIF. There is no minimum or maximum investment period and the Treasury is able to convert its LAIF deposits to cash within 24 hours.

*LOCAL GOVERNMENT INVESTMENT POOLS (LGIPs): There is no issuer limitation for LGIPs. LGIPs comprise the following programs only:

*CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): The California Asset Management Program is a Joint Powers Authority which was established to provide local California governments with investment management services. The Program consists of a professionally managed money market portfolio, which offers daily liquidity and a competitive money market rate of return. Investments in CAMP shall be limited to a maximum of 25% of the total portfolio.

*CALTRUST: The Investment Trust of California (CalTRUST) is a Joint Powers Authority formed by public agencies in California for the purposes of pooling and investing local public agency funds. A Board of Trustees, comprised of experienced investment officers and policy-makers of the public agency members, supervises and administers the investment program of the Trust. Investments in CalTRUST shall be limited to a maximum of 10% of the total portfolio.

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

*BANKERS ACCEPTANCES: Bills of exchange or time drafts drawn on and accepted by a commercial bank institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. Bankers Acceptances shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be 180 days from the date of purchase settlement.

***COMMERCIAL PAPER:** Short-term unsecured promissory notes issued by various entities in order to finance short-term credit needs provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:

A. Securities issued by corporations:

- (i) A corporation organized and operating in the United States with assets more than \$500 million.
- (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
- (iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

B. Securities issued by other entities:

- (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
- (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

Commercial paper shall be limited to 40% of the total portfolio, and may not represent more than 10% of the outstanding paper of any single issuer. Maximum maturity shall be 270 days from the date of purchase settlement. Not more than 5% of the total portfolio may be invested in the outstanding paper of any single issuer.

***NEGOTIABLE CERTIFICATES OF DEPOSIT:** Time deposit liabilities issued by a nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank, against funds deposited for a specified period of time and earning specified or variable rates of interest. NCDs are considered liquid, trading actively in the secondary market. The amount of the NCD insured up to the FDIC limit does not require any credit ratings. Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO. NCDs shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be five years from the date of purchase settlement.

***MEDIUM TERM CORPORATE NOTES:** Unsecured corporate debt obligations issued by prominent industrial and financial corporations. Eligible corporate notes must be issued by corporations organized and operating within the United State or by depository institutions licensed by the United States or any state and operating within the United States. These securities must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO. Medium term corporate notes shall be limited to a maximum of 30% of the total portfolio, with a further maximum of 5% with any one issuer.

***REPURCHASE AGREEMENTS:** Consists of two simultaneous transactions. When an investor enters into a repurchase agreement with a bank/dealer, the investor agrees to exchange cash for temporary control or ownership of specified securities. The bank/dealer agrees to repurchase those securities on a future date at a specified price. A repurchase agreement is essentially a loan where securities are used as collateral. These securities will be delivered to an acceptable third part custodian. Repurchase Agreements are subject to a Master Repurchase Agreement between the County and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA). Repurchase agreements shall be limited to a maximum of 20% of the total portfolio. Maximum maturity shall be 180 days from the date of purchase settlement.

***MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS:** Registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

***Mutual Funds** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

- (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

* No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

***Money Market Mutual Funds** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

- (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.

*No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

*No more than 20% of the total portfolio may be invested in these securities.

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

*MUNICIPAL SECURITIES: These include obligations of the County, the State of California and any local agency within the State of California, provided that they are rated "A" or its equivalent or better. No more than 5% of the portfolio may be invested in any single issuer, and shall be limited to a maximum of 30% of the total portfolio. Maximum maturity shall be five years from the date of settlement.

*MUNICIPAL SECURITIES: These include obligations from the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states in addition to California provided that they are rated "A" or its equivalent or better. No more than 5% of the portfolio may be invested in any single issuer, and shall be limited to a maximum of 30% of the total portfolio. Maximum maturity shall be five years from the date of settlement.

*ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN THE U.S. TREASURY AND US AGENCY OBLIGATIONS: These securities must be rated "AA" or its equivalent or better and have no more than 20% of the total portfolio invested in these securities. No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. Maximum maturity shall be five years from the date of settlement.

*INELIGIBLE INVESTMENTS: Securities and investment instruments or media not specifically described above are prohibited at this time. Additionally, the Treasurer shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips, nor shall the Treasurer invest any funds in any security that could result in zero interest accrual if held to maturity. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. The Treasurer is prohibited from purchasing or selling securities on margin, and from purchasing foreign denominated securities. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited. Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least \$100,000,000 in securities owned and invested. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

II. DOWNGRADE PROTOCOL

If securities owned by the County are downgraded by a nationally recognized rating

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

III. SAFEKEEPING AND COLLATERAL/DELIVERY VS. PAYMENT

To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the County's portfolio shall be held in safekeeping in the County's name by a third party custodian, acting as agent for the County under the terms of a custody agreement executed by the bank and the County. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the County from the custodian listing all securities held in safekeeping with current market data and other information. The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

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

The collateral for Time Deposits in commercial banks, savings banks, and savings and loans shall be held in a pooled collateral arrangement authorized by the State of California whereby any depository of the County must maintain U.S. Government or Agency Securities at 110%, or Mortgage Securities at 150%, of the par value of the County's invested funds. The County shall require any bank or financial institution to comply with the collateralization criteria defined in Government Code Section 53651 for bank deposits.

The County requires that Repurchase Agreements be collateralized only by securities authorized in accordance with Government Code. The collateralized securities shall be priced at market value, including any accrued interest plus margin and be valued at 102% or greater of the funds borrowed against those securities. Financial institutional shall mark the value of the collateral to market at least monthly and increase or decrease collateral to satisfy the ratio requirement described and the County shall receive monthly statements of collateral.

With the exception of Time Deposits, security purchases shall be conducted on a

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

IV. INTERNAL CONTROLS

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

1. Separation of transaction authority from accounting and record keeping.
2. Custodial (Third-party) safekeeping.
3. Clear delegation of authority.
4. Qualifications for securities brokers/dealers, investment advisers and for financial institutions.
5. Written confirmation from involved parties for investment transactions and wire transfers.
6. Legal compliance monitoring.

The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Periodically, as deemed appropriate by the County and/or the Treasury Oversight Committee, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

V. QUALIFICATIONS OF BROKERS/DEALERS, DEPOSITORIES AND FINANCIAL INSTITUTIONS

To the extent practicable, the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The County's Treasurer will determine which financial institutions are authorized to provide investment services to the County. It shall be the County's policy to purchase securities only from authorized institutions and firms.

In accordance with Section 53601.5, institutions eligible to transact investment business with the County include:

- Institutions licensed by the state as a broker-dealer.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.

- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

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

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

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the County, except where the County utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 et seq. and the County's investment policy. The Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the County will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

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

No broker, brokerage, dealer, or securities firm will be utilized that has, within any

consecutive 48- month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices.

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

VI. COUNTY TREASURY OVERSIGHT COMMITTEE

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

The County Treasury Oversight Committee shall:

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

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

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

VII. DIVERSIFICATION

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

A. INVESTMENT TYPE

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

B. MATURITY

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

C. ISSUER/INSTITUTION

With the exception of U.S. Government Treasury and Agency Obligations, LAIF, and CAMP, not more than 5% of the portfolio shall be invested with any single issuer/institution at any given time unless otherwise stated in the Eligible Securities/Authorized Investments section.

VIII. REPORTING

The Treasurer shall provide quarterly investment reports to the Board of Supervisors, the County Treasury Oversight Committee, and the County Auditor/Controller, within 45 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Section 16481.2(b) of the Government Code:

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

IX. APPORTIONMENT OF COSTS AND INTEREST

Interest earnings on the County's pooled investments shall be apportioned quarterly. Prior to the quarterly apportionment of pooled fund investment earnings, investment and banking costs incurred by the Treasurer during that quarter shall be totaled, and that total

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

X. OUTSIDE AGENCIES

The County Treasurer shall, by Code, set terms and conditions under which local agencies and other entities that are not required to deposit their funds in the County Treasury may deposit and withdraw such funds for investment purposes. Local agencies from outside the County shall not be permitted to deposit funds into the County Treasury Pool. Funds from local agencies within the County, voluntarily wishing to participate in the Pool, will not be accepted under normal conditions, unless the Treasurer is assured that these funds are for long-term investment. Prior to the acceptance of such funds for deposit, the Treasurer shall require that a resolution be adopted by the board or governing body of the local agency, authorizing that agency to deposit excess funds into the County Treasury for the purpose of investment by the County Treasurer. Each such agency shall agree to be bound by the provisions of the Investment Policy. Deposits from outside agencies are subject to withdrawal restrictions for a set minimum term, to be agreed to prior to the funds being accepted into the Pool, and may not be withdrawn at any time without a minimum of thirty days written notice of the intent to withdraw.

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

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

XI. CRITERIA FOR WITHDRAWAL OF FUNDS FROM THE COUNTY TREASURY

Pursuant to Section 27136 of the Government Code, depositors, who wish to withdraw funds from the County Treasury for the purpose of investing or depositing those funds outside the Treasury Pool, shall first submit a written request to the Treasurer. Such written request must be in the form of a Resolution adopted by the local agency's governing board requesting the withdrawal. The Resolution must be received by the Treasurer no later than two (2) weeks prior to the date the withdrawal is to take place.

Prior to approving such a withdrawal, the County Treasurer shall make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury Pool. In no event shall funds be withdrawn which, in the sole judgment of the County Treasurer, will: 1) adversely affect the interests of the other Pool participants; and/or, 2) adversely affect the stability and predictability of the investments in the County Treasury.

XII. RISK

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

XIII. LEVEL OF INVESTMENT

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

ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The Treasurer shall refrain from personal business activities that would conflict with the proper execution of the investment program, or which could impair his ability to make impartial business decisions. The Treasurer shall abide by The Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORITY

I. DELEGATION

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

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


The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The County may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the County's investment portfolio in a manner consistent with the County's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The County's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The County recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the County.

II. RETENTION

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



ELIZABETH A. NELSON
Amador County Treasurer-Tax Collector

GLOSSARY OF INVESTMENT TERMS

- Agencies.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:
- FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.
- FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.
- FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.
- FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.
- GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.
- PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.
- TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.
- Asset Backed Securities.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.
- Average Life.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.
- Banker’s Acceptance.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.
- Benchmark.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.
- Broker.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.
- Callable.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.
- Certificate of Deposit (CD).** A time deposit with a specific maturity evidenced by a certificate.
- Certificate of Deposit Account Registry SYSTEM (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still

maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Bank Deposit. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Collateralized Time Deposit. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

Commercial Paper. The short-term unsecured debt of corporations.

Coupon. The rate of return at which interest is paid on a bond.

Credit Risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. Payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

Federal Deposit Insurance Corporation (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

Federally Insured Time Deposit. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity. The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

Local Government Investment Pool. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin. The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market Risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market Value. The price at which a security can be traded.

Maturity. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

Medium Term Notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified Duration. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money Market. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

Money Market Mutual Fund. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

Mortgage Pass-Through Securities. A securitized participation in the interest and

principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual Fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Negotiable Certificate of Deposit (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

Primary Dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

Prudent Person (Prudent Investor) Rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Repurchase Agreement. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Securities and Exchange Commission (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

Securities and Exchange Commission SEC) Rule 15c3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the

broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

Structured Note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total Rate of Return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. Treasury Obligations. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury Bills. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury Notes. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

Treasury Bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

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

IN THE MATTER OF:

RESOLUTION APPROVING STATEMENT)
OF INVESTMENT POLICY OF THE AMADOR) RESOLUTION NO. 24-xxx
COUNTY TREASURER-TAX COLLECTOR)

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 9th day of January, 2024, 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: Human Resources

Meeting Date: January 9, 2024

SUBJECT

Resolution Regarding Salaries and Fringe Benefits for Mid-Management Employees. It has been modified to include an additional longevity wage increase for employees completing 30 years of service.

Recommendation:

Approve.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, and Evan Jacobs - Mid-Management Representative

ATTACHMENTS

- [Memo_-Mid-Management_Unit_Resoluton_Revision.doc](#)
- [MidMgmt_Resolution_DRAFT_1.09.2024.doc](#)
- [MidMgmt_Resolution_FINAL_1.09.2024 \(1\).doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: December 27, 2023

SUBJECT: Agenda Item for January 9, 2024 Board Consent Agenda
Resolution Regarding Salaries and Fringe Benefits for Mid-Management
Employees

The Resolution Regarding Salaries and Fringe Benefits for Mid-Management Employees has been amended to include the following:

- Effective 10/01/2023 Mid-Management Employees completing 30 years of service shall receive a longevity wage increase adjustment to their base salary of 15.650%.

If the Board does not approve the amended Resolution, the current resolution will not reflect the negotiated changes.

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

IN THE MATTER OF:

RESOLUTION REGARDING) RESOLUTION NO. 24-xxx
SALARIES AND FRINGE BENEFITS)
FOR MID-MANAGEMENT EMPLOYEES)

BE IT RESOLVED that this resolution is being adopted to reflect the following changes:

- Effective 10/01/2023 Mid-Management Employees completing 30 years of service shall receive a longevity wage increase adjustment to their base salary of 15.650%.

TERMS AND CONDITIONS

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee submits a request. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. Mid-Management employees are *exempt* from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime

Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5) ten (10), fifteen (15), twenty (20) years, twenty-five (25), and **thirty (30) years** of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, **30** years), the employees shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.15%*
30	15.650%*

**These amounts do not “stack” or “combine”. Any special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.*

5. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary

reduced work schedule of 36 hours per or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or a work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees who elect to take the reduced workweek do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.

6. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered to the County's General bargaining group; as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:

- A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
- B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.
- C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC for PERS Miscellaneous employees or their full nine percent (9%) for PERS Safety/Local Prosecutor employees of the EPMC.

7. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Program Manager – Special Prosecutions Unit. This employee shall be eligible for the same group health plans provided to employees in the Amador County Deputy District Attorneys Association (ACDDAA).

- A. The premium cost share will be 87.5% paid by the employer and 12.5% paid by the employee for all employees except the Program Manager-Special Prosecutions Unit. This employee will receive the same cost share the ACDDAA employees receive.
- B. Mid-Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Mid-Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
- C. For full-time Mid-Management employees, a cash payment per pay period of \$215.12 shall be paid to all Mid-Management employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total is \$233.58 per pay period. Part-time Mid-Management employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above. . If the employee waives all benefits, except life insurance the cash total is \$253.05 per pay period.

8. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:

- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.

- B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours shall have the cash value for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours contributed to the Retirement Health Savings (RHS) plan for Mid-Management.

In the event that a retired employee dies, leaving a balance in their RHS account and there is no eligible spouse or dependent, the funds are forfeited. Forfeited funds shall be distributed equally among the accounts of other retired employees within the Mid-Management unit who have RHS accounts at the time of forfeiture.

9. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (All other terms and conditions shall be the same as the County's General bargaining group):

- A. Vacation leave shall be earned and accrued at a rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.
- B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (Policy #2-230) has been met. An employee may elect to be paid off once a year at the end of the calendar year or at the end of the fiscal year.

10. **Holiday Leave:** Mid-Management employees will receive the same paid holiday leave as the County's General bargaining group. For employees taking the voluntary reduced work schedule, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay.

11. **Management/Administrative Leave:** Mid-Management employees shall earn and accrue Management/Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Management/Administrative Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:

- A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate.
- B. Part-time Management/Administrative employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.
- C. An employee shall not be eligible to utilize his/her Management/Administrative leave until after completion of six (6) continuous months of employment with the County.

12. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. The County will contribute their matching and/or discretionary \$23.08 per pay period (based on 26 pay periods) up to \$600.00 annually to a 401 (a) Plan account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600 annually. However, if the employee ceases such contributions, the county match will no longer apply.

13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Mid-Management employees who participate in an organized fitness program or organized weight-reduction program.

EFFECTIVE DATE

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the **9th day of January, 2024** by the following vote:

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

Chairman, Board of Supervisors

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

Deputy

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

IN THE MATTER OF:

RESOLUTION REGARDING) RESOLUTION NO. 24-xxx
SALARIES AND FRINGE BENEFITS)
FOR MID-MANAGEMENT EMPLOYEES)

BE IT RESOLVED that this resolution is being adopted to reflect the following changes:

- Effective 10/01/2023 Mid-Management Employees completing 30 years of service shall receive a longevity wage increase adjustment to their base salary of 15.650%.

TERMS AND CONDITIONS

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee submits a request. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. Mid-Management employees are *exempt* from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime

Classification and Wage Plan and listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5) ten (10), fifteen (15), twenty (20) years, twenty-five (25), and thirty (30) years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25,30 years), the employees shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
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reduced work schedule of 36 hours per or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or a work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees who elect to take the reduced workweek do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.

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- A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
- B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.
- C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC for PERS Miscellaneous employees or their full nine percent (9%) for PERS Safety/Local Prosecutor employees of the EPMC.

7. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Program Manager – Special Prosecutions Unit. This employee shall be eligible for the same group health plans provided to employees in the Amador County Deputy District Attorneys Association (ACDDAA).

- A. The premium cost share will be 87.5% paid by the employer and 12.5% paid by the employee for all employees except the Program Manager-Special Prosecutions Unit. This employee will receive the same cost share the ACDDAA employees receive.
- B. Mid-Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Mid-Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
- C. For full-time Mid-Management employees, a cash payment per pay period of \$215.12 shall be paid to all Mid-Management employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total is \$233.58 per pay period. Part-time Mid-Management employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above. . If the employee waives all benefits, except life insurance the cash total is \$253.05 per pay period.

8. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:

- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.

- B. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours shall have the cash value for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours contributed to the Retirement Health Savings (RHS) plan for Mid-Management.

In the event that a retired employee dies, leaving a balance in their RHS account and there is no eligible spouse or dependent, the funds are forfeited. Forfeited funds shall be distributed equally among the accounts of other retired employees within the Mid-Management unit who have RHS accounts at the time of forfeiture.

9. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (All other terms and conditions shall be the same as the County's General bargaining group):

- A. Vacation leave shall be earned and accrued at a rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 168 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 168 hours per year.
- B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (Policy #2-230) has been met. An employee may elect to be paid off once a year at the end of the calendar year or at the end of the fiscal year.

10. **Holiday Leave:** Mid-Management employees will receive the same paid holiday leave as the County's General bargaining group. For employees taking the voluntary reduced work schedule, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay.

11. **Management/Administrative Leave:** Mid-Management employees shall earn and accrue Management/Administrative Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule they shall earn and accrue paid Management/Administrative Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:

- A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate.
- B. Part-time Management/Administrative employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.
- C. An employee shall not be eligible to utilize his/her Management/Administrative leave until after completion of six (6) continuous months of employment with the County.

12. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. The County will contribute their matching and/or discretionary \$23.08 per pay period (based on 26 pay periods) up to \$600.00 annually to a 401 (a) Plan account of each employee who contributes at least \$23.08 dollars per pay period (based on 26 pay periods per year) to their deferred compensation. In the years where there is an additional pay period (27 pay periods), the County will contribute \$22.22 per pay period up to \$600 annually to the section 457 deferred compensation account of each employee who contributes at least \$22.22 per pay period up to \$600 annually. However, if the employee ceases such contributions, the county match will no longer apply.

13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Mid-Management employees who participate in an organized fitness program or organized weight-reduction program.

EFFECTIVE DATE

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of January, 2024 by the following vote:

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

Meeting Date: January 9, 2024

SUBJECT

Surveying Department-request to set the date for a public hearing for a Public Utility Easement Abandonment. Said easement is being vacated as part of the request for a Certificate of Merger for Brian and Theresa Oertvig. The properties involved in said Merger are Lots 284 and 249 of Lake Camanche Village Unit 1 as recorded in Book 3 of Subdivision Maps at Page 8. Assessor's Parcel No.'s 003-190-009 and 003-190-014.

Recommendation:

Please adopt the Resolution, set the Hearing Date, and send out the Notices

4/5 vote required:

No

Distribution Instructions:

Surveying - one copy of resolution

ATTACHMENTS

- [Oertvig ROI abandonment.docx](#)
- [003S008.pdf](#)
- [003S009.pdf](#)
- [003S016.pdf](#)
- [003S016_highlighted.pdf](#)
- [Before__After_Oertvig.pdf](#)

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 RESOLUTION NO.
PUBLIC UTILITY EASEMENT FOR BRIAN AND
THERESA OERTVIG

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 public hearing for the abandonment of a public utility easement (see Exhibit "B").

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 4 (commencing with Article 2 Procedure [8335-8336]) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California on January 23, 2024, 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 9th of January, 2024, 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

PERIMETER DESCRIPTION OF LAKE CAMANCHE VILLAGE UNIT ONE

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

ALL THAT FRACTIONAL PORTION OF SECTIONS 21, 22, 26, AND 27, T.5 N., R.9 E., M.D. & M. B. & M. MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 22, 23, 26 AND 27, T.5 N., R.9 E., M.D. & M., AND RUNNING WITH BEARINGS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III, THENCE 1 ST. S 88°58'32"E, ALONG THE NORTH BOUNDARY OF THE NW 1/4 OF THE NW 1/4 OF AFORESAID SECTION 26, A DISTANCE OF 1314.48 FEET TO THE NORTHEAST CORNER OF THE SAID NW 1/4 OF THE NW 1/4 OF SAID SECTION 26; THENCE 2 ND. S 0°26'14"E, ALONG THE EAST BOUNDARY OF THE SAID NW 1/4 OF THE NW 1/4 OF SAID SECTION 26, A DISTANCE OF 1376.21 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF A COUNTY ROAD; THENCE 3 RD. ALONG THE APPROXIMATE CENTER LINE OF SAID COUNTY ROAD, THE FOLLOWING COURSES: A-S 0°34'18"W 71.23 FEET; B-S 4°42'42"W 251.00 FEET; C-S 0°31'23"W 153.49 FEET; D-S 15°29'42"W 121.69 FEET; E-S 45°52'28"W 83.67 FEET; F-S 64°52'26"W 1021.75 FEET; G-S 56°46'33"W 111.94 FEET; H-S 35°12'39"W 73.86 FEET AND I-S 29°51'16"W 240.59 FEET TO ITS INTERSECTION WITH THE WEST BOUNDARY OF THE SW 1/4 OF SAID SECTION 26; THENCE 4 TH. N 0°34'54"E, ALONG THE WEST BOUNDARY OF THE SAID SW 1/4 OF SAID SECTION 26, A DISTANCE OF 179.83 FEET TO THE NORTHWEST CORNER OF THE SAID SW 1/4 OF SAID SECTION 26; THENCE 5 TH. N 0°39'48"W, ALONG THE WEST BOUNDARY OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 26, A DISTANCE OF 1317.58 FEET TO THE NORTHWEST CORNER OF THE SAID SW 1/4 OF THE NW 1/4 OF SAID SECTION 26; THENCE 6 TH. N 89°18'31"W 1325.99 FEET; THENCE 7 TH. N 0°39'37"W 1317.57 FEET; THENCE 8 TH. N 89°18'18"W 1326.36 FEET; THENCE 9 TH. N 0°05'07"W 611.42 FEET; THENCE 10 TH. N 64°24'E 592.97 FEET; THENCE 11 TH. N 25°36'W 180.00 FEET; THENCE 12 TH. N 64°24'E 290.00 FEET; THENCE 13 TH. S 25°36'E 108.66 FEET; THENCE 14 TH. N 64°24'E 80.00 FEET; THENCE 15 TH. WESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 90°, A DISTANCE OF 31.42 FEET; THENCE 16 TH. N 25°36'W 480.00 FEET; THENCE 17 TH. S 88°39'39"E 241.46 FEET; THENCE 18 TH. N 31°28'09"E 339.10 FEET; THENCE 19 TH. N 11°06'W 648.74 FEET; THENCE 20 TH. N 39°10'W 812.74 FEET; THENCE 21 ST. N 50°50'E 195.00 FEET; THENCE 22 ND. EASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 90°, A DISTANCE OF 78.54 FEET; THENCE 23 RD. N 39°10'W, TANGENT TO THE PRECEDING CURVE, 160.00 FEET; THENCE 24 TH. SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 90°, A DISTANCE OF 78.54 FEET; THENCE 25 TH. S 50°50'W, TANGENT TO THE PRECEDING CURVE, 195.00 FEET; THENCE 26 TH. N 39°10'W 808.00 FEET; THENCE 27 TH. S 50°50'W 636.17 FEET; THENCE 28 TH. S 19°45'46"W 403.86 FEET; THENCE 29 TH. N 76°30'W 457.07 FEET; THENCE 30 TH. N 13°30'E 276.26 FEET, THENCE 31 ST. N 89°55'17"W 444.88 FEET; THENCE 32 ND. N 28°03'28"W 174.55 FEET; THENCE 33 RD. DUE WEST 549.00 FEET; THENCE 34 TH. N 56°14'57"W 438.68 FEET; THENCE 35 TH. S 14°50'46"W 607.45 FEET; THENCE 36 TH. WESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH FROM ITS POINT OF BEGINNING BEARS N 1°02'E WITH A RADIUS OF 320 FEET AND A CENTRAL ANGLE OF 33°10', A DISTANCE OF 185.24 FEET; THENCE 37 TH. N 55°48'W, TANGENT TO THE PRECEDING CURVE, 179.60 FEET; THENCE 38 TH. NORTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 82°12'26", A DISTANCE OF 71.74 FEET TO A CUSP; THENCE 39 TH. SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING CURVE, WITH A RADIUS OF 540 FEET AND A CENTRAL ANGLE OF 15°35'09", A DISTANCE OF 146.89 FEET; THENCE 40 TH. N 48°00'25"W 80.00 FEET; THENCE 41 ST. NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, THE CENTER OF WHICH FROM ITS POINT OF BEGINNING BEARS N 48°00'25"W, WITH A RADIUS OF 460 FEET AND A CENTRAL ANGLE OF 27°37'35", A DISTANCE OF 221.80 FEET; THENCE 42 ND. N 14°22'E, TANGENT TO THE PRECEDING CURVE, 138.97 FEET; THENCE 43 RD. SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, TANGENT TO THE PRECEDING COURSE, WITH A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 90°, A DISTANCE OF 78.54 FEET; THENCE 44 TH. N 75°38'W, TANGENT TO THE PRECEDING CURVE 208.01 FEET; THENCE 45 TH. N 0°41'16"E 1254.41 FEET; THENCE 46 TH. S 89°23'30"E 1326.56 FEET TO THE CORNER COMMON TO SECTIONS 15, 16, 21 AND 22; THENCE 47 TH. N 89°2'27"E 2861.53 FEET; THENCE 48 TH. N 0°11'13"E 346.51 FEET; THENCE 49 TH. S 88°08'40"E 1910.30 FEET; THENCE 50 TH. S 0°55'42"W 2591.03 FEET TO THE 1/4 CORNER COMMON TO SECTIONS 22 AND 23; THENCE 51 ST. S 0°54'27"W 1329.50 FEET; THENCE 52 ND. S 0°55'32"W 1327.58 FEET TO THE POINT OF BEGINNING, AND CONTAINING 500.9729 ACRES, MORE OR LESS.

LAKE CAMANCHE VILLAGE SUBDIVISION

UNIT NO. 1

A PORTION OF SECTIONS 21, 22, 26 AND 27, T.5 N., R.9 E., M. D. B. & M.

AMADOR COUNTY MARCH, 1970

CALIFORNIA SCALE: 1"=100'

OWNER AND SUBDIVIDER:
GREAT LAKES DEVELOPMENT CO., INC.
411 INDUSTRIAL PARKWAY
HAYWARD, CALIF. 94544
PHONE: 415-538-5400
209-754-3845

ENGINEERS:
HAIGHT AND WEATHERBY
a Division of TEVCO, INC.
P.O. BOX 817
SAN ANDREAS, CALIF. 95249
PHONE: 209-754-3801

OWNER'S CERTIFICATE

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP OF LAKE CAMANCHE VILLAGE UNIT 1 AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE DRIVES AND COURTS SHOWN HEREON, AND ALSO OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

(A) RIGHTS OF WAY AND EASEMENTS FOR WATER, GAS, SEWER AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, ACROSS, UNDER AND THROUGH THOSE STRIPS OF LAND LYING 5 FEET ON EACH SIDE OF ALL SIDE LOT LINES AND REAR LOT LINES AND 10 FEET ALONG THE EXTERIOR BOUNDARIES OF THIS SUBDIVISION.

(B) EASEMENTS FOR LIGHT, AIR, GUYWIRES, ANCHORS AND UNDERGROUND PHONE LINES WITHIN THOSE STRIPS OF LAND LYING BETWEEN THE FRONT LOT LINES OF LOTS AND THE LINES SHOWN HEREON DESIGNATED "BUILDING SETBACK LINE", SAID STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS.

(C) EASEMENTS FOR DRAINAGE PURPOSES, ON, OVER, ACROSS, UNDER AND THROUGH ALL NATURAL DRAINAGE COURSES AND THOSE STRIPS OF LAND SHOWN HEREON DESIGNATED "STORM DRAINAGE EASEMENT."

(D) ROAD MAINTENANCE EASEMENTS, FIVE (5) FEET IN WIDTH OUTSIDE OF BUT ADJACENT TO AND CONTIGUOUS WITH THE INDICATED RIGHT OF WAY OF ALL DEDICATED ROADS WITHIN THE SUBDIVISION, ARE RESERVED BY THE COUNTY OF AMADOR FOR THE EXPRESS PURPOSE OF PERFORMING ALL NECESSARY WORK TO PROTECT THE ROADWAY AND MAINTAIN THE CUT AND FILL SLOPES. SAID EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR IMPROVEMENTS.

GREAT LAKES DEVELOPMENT CO., INC.
BY John Sparrow PRESIDENT BY Louis B. Miller SECRETARY

NOTARY'S CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF CALAVERAS
ON THIS 5th DAY OF March, 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 Jesse M. Tanner NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES _____
Jesse M. Tanner

SURVEYOR'S CERTIFICATE

I, CHESTER A. SWIATEK, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, THAT GREAT LAKES DEVELOPMENT CO., INC. AS OWNER, AUTHORIZED ME TO MAKE THE SURVEY DESIGNATED ON THE WITHIN MAP; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN ON SAID MAP AND, WAS MADE UNDER MY DIRECTION IN MARCH 1970, THAT ALL MONUMENTS ARE OF THE CHARACTER AND DO OCCUPY THE POSITIONS INDICATED AND ARE SUCH AS TO ENABLE THE SURVEY TO BE RETRACED, OR WILL BE SET PRIOR TO NOVEMBER 1970.

Chester A. Swiatek March 5, 1970
CHESTER A. SWIATEK - L.S. 3482 DATE

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP OF LAKE CAMANCHE VILLAGE UNIT NO. 1, AND THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO, THAT ALL PROVISIONS OF PART 2, DIVISION 4 OF THE BUSINESS AND PROFESSIONS CODE AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT THE ACCOMPANYING MAP IS TECHNICALLY CORRECT.

Jedger L. McManis March 19, 1970
AMADOR COUNTY SURVEYOR DATE

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY OR LOCAL TAXES OR SPECIAL ASSESSMENTS AGAINST THE LAND INCLUDED WITHIN THE SUBDIVISION OR ANY PART THEREOF, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

AMADOR COUNTY TAX COLLECTOR _____ DATE _____

BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF AMADOR COUNTY HAS APPROVED THIS MAP OF LAKE CAMANCHE VILLAGE UNIT NO. 1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL LANDS, RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION FOR ROADS, LIGHT, AIR, AND PUBLIC UTILITIES. (THERE IS INCLUDED IN THIS APPROVAL A SPECIFIC REJECTION OF THE OFFER OF DEDICATION OF THE DRAINAGE EASEMENTS SHOWN HEREON UNTIL SUCH TIME AS SAID DRAINAGE EASEMENTS ARE ACCEPTED BY A RESOLUTION OF THE BOARD OF SUPERVISORS.) AMADOR COUNTY WILL ACCEPT PARCELS DD, EE, FF, GG AND HH. AMADOR COUNTY REJECTS FUTURE STREET'S A, B AND C OR STUBS OF FLINT TRAIL AND CHARMSTONE WAY UNTIL ACCEPTED BY RESOLUTION BY THE BOARD OF SUPERVISORS.

Mary Rimmer March 31, 1970
CLERK OF THE BOARD OF SUPERVISORS DATE

COUNTY CLERK'S CERTIFICATE

I, MARY RIMMER, COUNTY CLERK OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA, CERTIFY THAT ALL PROVISIONS OF CHAPTER 2, DIVISION 4, PART 2 OF THE BUSINESS AND PROFESSIONS CODE AND OF ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THE MAP ENTITLED "LAKE CAMANCHE VILLAGE UNIT NO. 1" HAVE BEEN COMPLIED WITH.

Mary Rimmer March 31, 1970
AMADOR COUNTY CLERK DATE

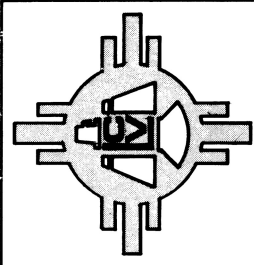
RECORDER'S CERTIFICATE

FILED THIS 31 DAY OF March, 1970, AT 2:57 P.M., IN BOOK 3 OF Subd. Maps AT PAGE 8, AT THE REQUEST OF ARCADET TITLE CO., TITLE TO LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. 61 ON FILE IN THIS OFFICE. Fee \$ 35.00

Anthony Sutton
AMADOR COUNTY RECORDER

LEGEND :

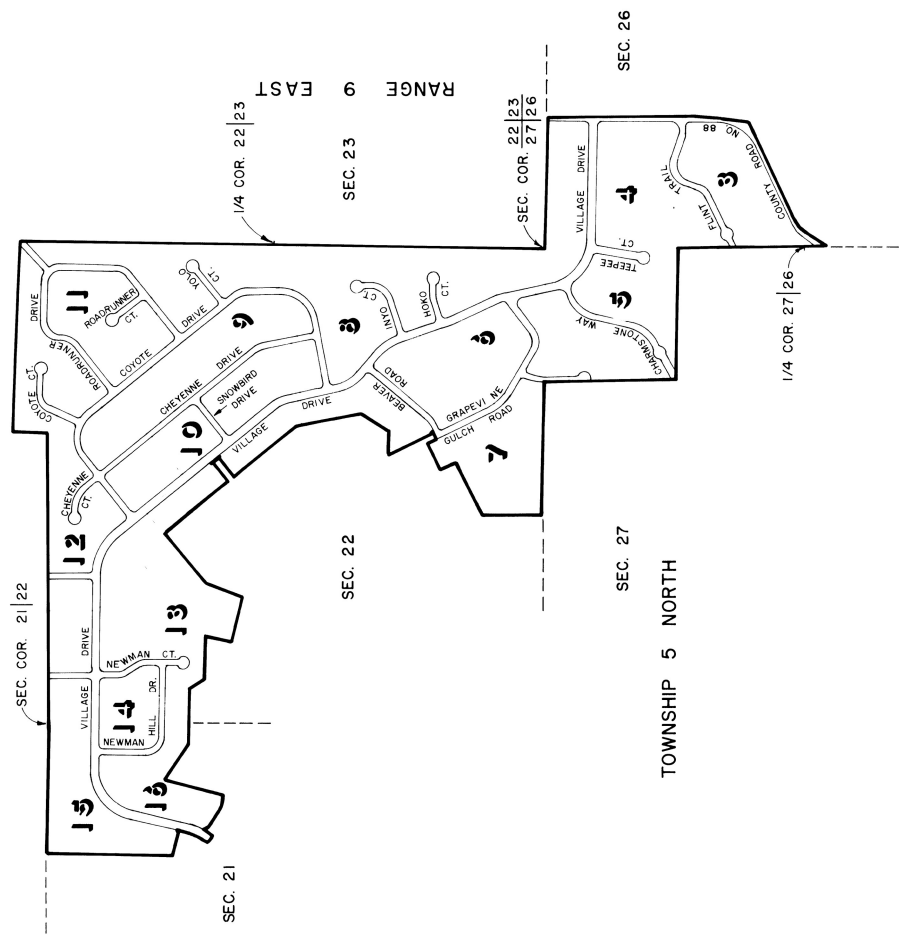
- o INDICATES 3/4" DIA. IRON PIN TAGGED OR STAMPED L.S. 3482
- INDICATES ANGLE POINT ON BOUNDARY AS DESCRIBED ON RECORD OF SURVEY MAP, BOOK 15, PAGE 97.
- PEDESTRIAN & EQUESTRIAN TRAIL
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT (SHOWS NATURAL DRAINAGE COURSES)
- SANITARY SETBACK
- 10' SEWAGE EASEMENT
- UTILITY EASEMENT



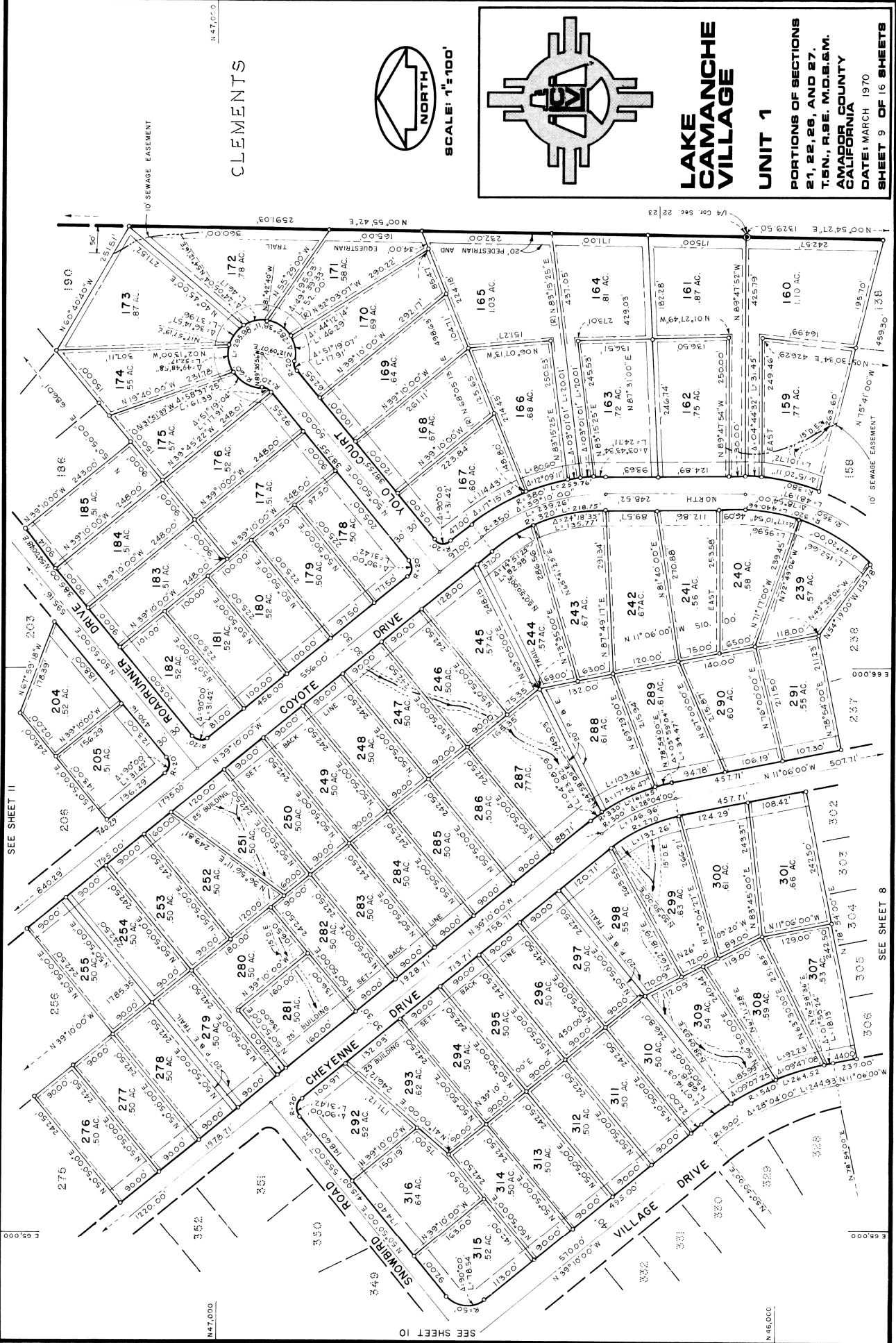
LAKE CAMANCHE VILLAGE

UNIT 1

PORTIONS OF SECTIONS 21, 22, 26, AND 27. T.6N., R.9E. M.D.B.&M. AMADOR COUNTY CALIFORNIA
 DATE: MARCH 1970
 SHEET 2 OF 16 SHEETS



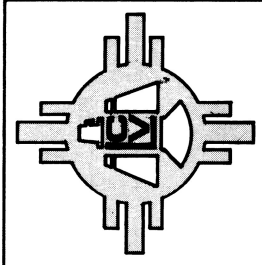
SHEET LAYOUT
 SCALE 1" = 800'



CLEMENTS



SCALE: 1"=100'



LAKE CAMANCHE VILLAGE

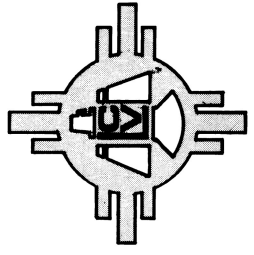
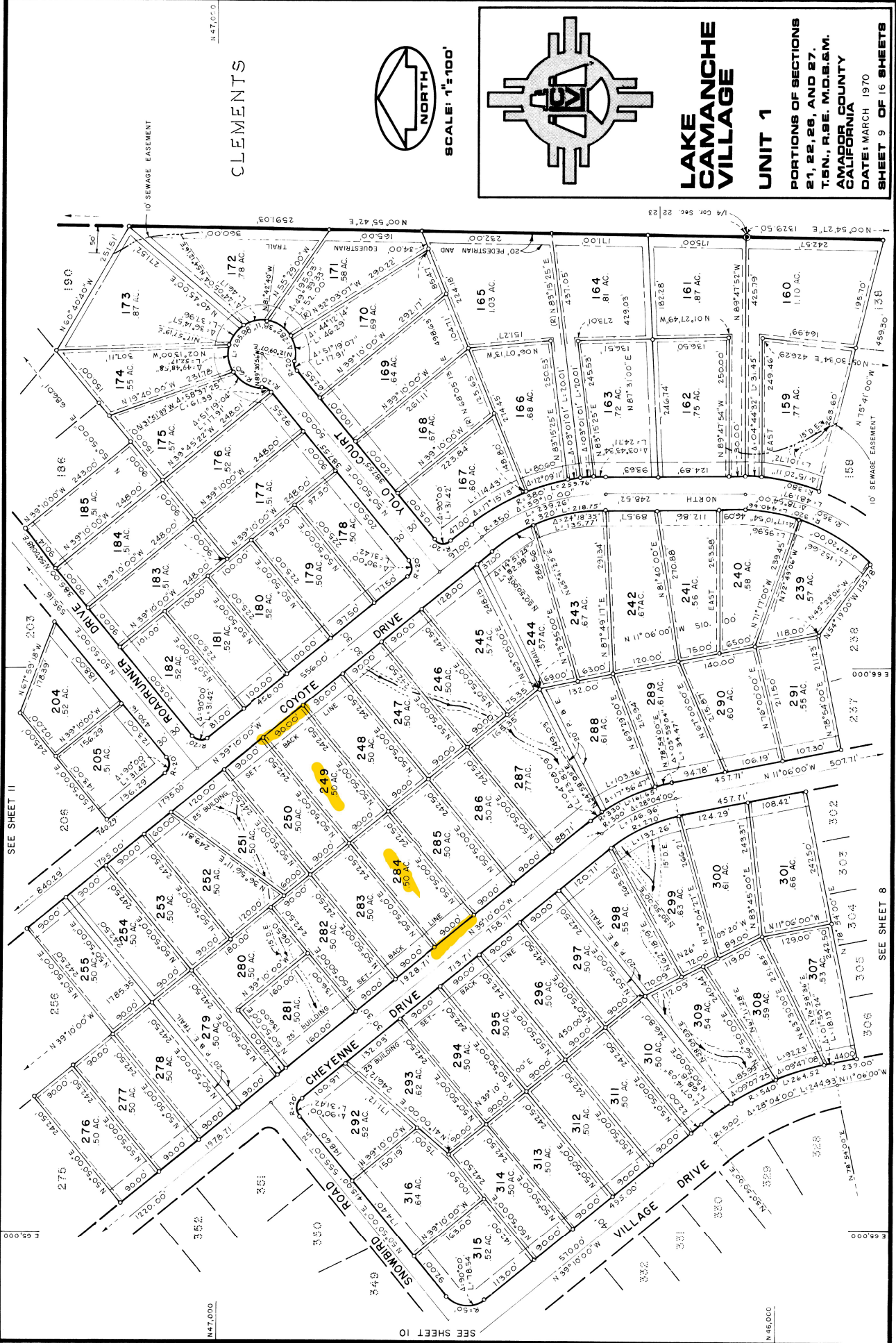
UNIT 1

PORIONS OF SECTIONS
21, 22, 26, AND 27,
T.5N., R.9E., M.D.B.5M.,
AMADOR COUNTY
CALIFORNIA
DATE: MARCH 1970
SHEET 9 OF 16 SHEETS

SEE SHEET 11

SEE SHEET 10

SEE SHEET 8



LAKE CAMANCHE VILLAGE
UNIT 1
PORTIONS OF SECTIONS 21, 22, 26, AND 27, T.5N., R.9E., M.D.B.S.M., AMADOR COUNTY CALIFORNIA
DATE: MARCH 1970
SHEET 9 OF 16 SHEETS

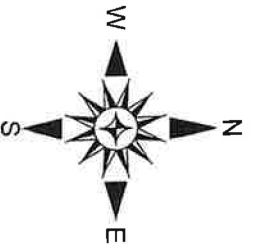
SEE SHEET 11

SEE SHEET 10

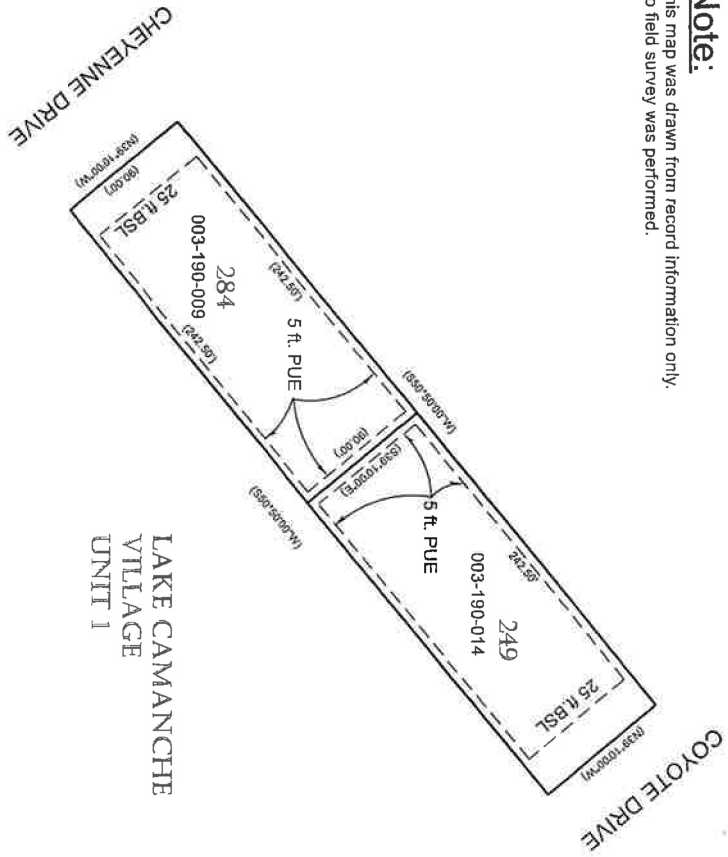
SEE SHEET 8

BEFORE EXHIBIT

OERTWIG MERGER AND
EASEMENT ABANDONMENT



Note:
This map was drawn from record information only.
No field survey was performed.



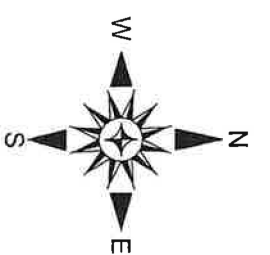
LAKE CAMANICHE
VILLAGE
UNIT 1

LEGEND	
BSL	Building Setback Line
PUE	Public Utility Easement Line
()	Record data Book 3 of Subdivision Maps, at page 16

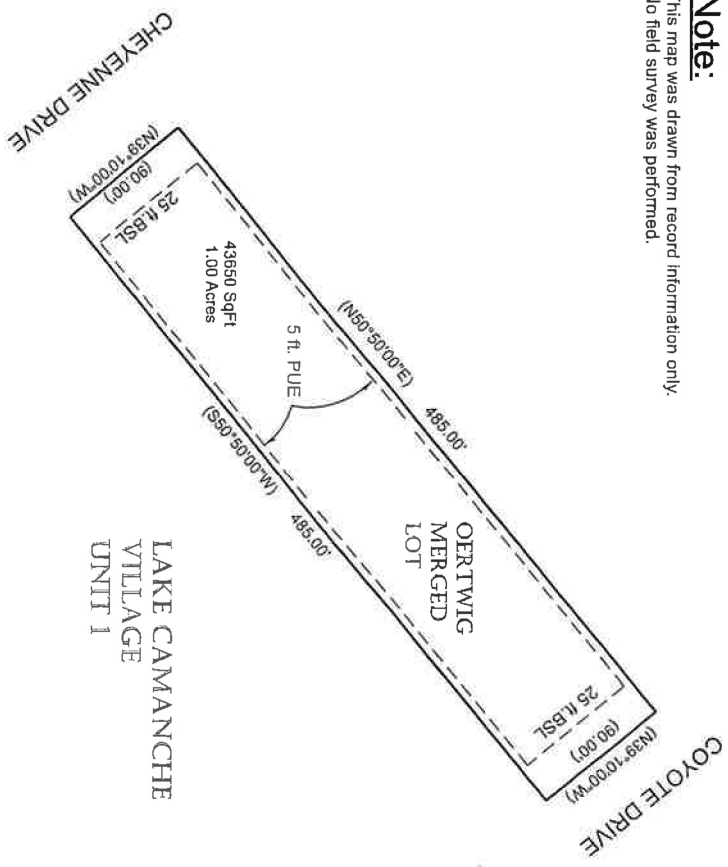


AFTER EXHIBIT

OERTWIG MERGER AND
EASEMENT ABANDONMENT



Note:
This map was drawn from record information only.
No field survey was performed.



LAKE CAMANICHE
VILLAGE
UNIT 1

LEGEND	
BSL	Building Setback Line
PUE	Public Utility Easement Line
()	Record data Book 3 of Subdivision Maps, at page 16



Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: January 9, 2024

SUBJECT

Building Department: Agreement to Limit Use of Agricultural Structure for AG234693 - Neely

Recommendation:

Adopt the resolution and authorize the Chairperson to sign the "Agreement".

4/5 vote required:

No

Distribution Instructions:

Building Department

ATTACHMENTS

- [AG234693_Notorized Agreement.pdf](#)
- [AG234693_Resolution.docx](#)
- [AG234693_Plot Plan.pdf](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 015-540-002-000
Site Address: 9867 Spanish Road, Drytown
Agricultural Building Permit Exemption No:
AG234693

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 9th, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and William S. Neely Jr. and Jenny Neely.

RECITALS

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

PARCEL ONE:

LOTS 1, 2 AND 3 IN BLOCK 3 OF THE TOWNSITE OF THE TOWN OF DRYTOWN, SAID COUNTY OF AMADOR, AS SAID LOTS AND BLOCK ARE DESIGNATED UPON THE OFFICIAL MAP OR PLAT OF SAID TOWNSITE, NOW ON FILE AND ON RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF AMADOR TO WHICH MAP OR PLAT REFERENCE IS HERBY MADE FOR MORE AND GREATER PARTICULARS. ALSO,

PARCEL TWO:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23 LYING SOUTH OF DRY CREEK.

PARCEL THREE:

ANY PORTION OF THE LAND LYING IMMEDIATELY NORTH AND WEST OF THE SAID AGREED BOUNDARY LINE BETWEEN DORIS BERLOTTI TRUST AND THE THOMAS ESTATE COMPANY AND RECORDED MAY 26, 2004 IN DOCUMENT NO. 2004-0007365 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING FENCE CORNER FROM WHICH THE EAST ONE-QUARTER (1/4) CORNER OF SECTION 23, T. 7 N., R. 10. E., M.D.M. BEARS S 45° 59' 27" E 1849.65 FEET DISTANT; THENCE ALONG AN EXISTING FENCES S 00° 12' 08" E 2747.00 FEET TO THE CENTER LINE OF COUNTY ROAD NO. 81; THENCE ALONG SAID CENTERLINE S 84° 05' 14" W 464.12 FEET; THENCE

W 85° 20' 33" W 180.69 FEET; THENCE
E 77° 31' 11" W 300.56 FEET; THENCE
N 87° 27' 23" W 228.31 FEET; THENCE
S 75° 53' 13" W 164.39 FEET; MORE OR LESS. TO THE SOUTHEAST CORNER OF THAT
CERTAIN RECORD OF SURVEY FOR FRANK RANDOLPH FILED FOR RECORD IN THE OFFICE
OF THE COUNTY RECORDER OF AMADOR COUNTY IN BOOK 7 OF MAPS AND PLATS AT PAGE
8.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE
APPROVING A BOUNDARY LINE AGREEMENT AND CONVEYANCE. RECORDED MAY 26, 2004
IN DOCUMENT NO. 2004-0007365 OF OFFICIAL RECORDS.

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

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

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County
requires that the restrictions on the use of the structure and all further obligations of Owner set forth in
this Agreement run with the land and be made a matter of public record so that any future purchasers of
the property will be made aware of them.

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

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

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

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

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

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

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

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

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

COUNTY:

OWNER: William S. Neely Jr. and Jenny Neely

BY: _____
Jeffrey Brown
Chair, Board of Supervisors

BY: William S Neely
William Neely

Date Signed: 12/28/23

BY: Jenny Neely
Jenny Neely

Date Signed: 12/28/23

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]

See Attachment.

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 Amador }
On 12/28/23 before me, Sara Boehme notary public
Date Here Insert Name and Title of the Officer
personally appeared Jenny Neely, William Neely
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.



Place Notary Seal and/or Stamp Above

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 Sara Boehme notary public
Signature of Notary Public

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: Agreement to Limit Uses of Agricultural Structure
Document Date: _____ Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ 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 – William S. Neely Jr. and Jenny Neely)
)

WHEREAS William S. Neely Jr. and Jenny Neely (“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 AG234693 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their January 9th, 2024 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 AG234693 by and between the County of Amador and William S. Neely Jr. and Jenny Neely on the terms and conditions contained therein as it relates to Building Permit Number AG234693.

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 January 9th, 2024 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: _____

CONSTRUCTION NOTES:

- 1 PROPOSED PAD TO FUTURE BARN
60 LF X 60 LF

GRADING TOTALS: 3,600 SF / ±150 CY

- 2 EXISTING PAD

- 3 EXISTING RESIDENTIAL DW

- 4 EXISTING SEPTIC LEACH FIELD

- 5 POWER POLE

AMENDED NOTES:

IMPLEMENT EROSION CONTROL MAINTENANCE TO ALL DISTURBED AREAS; STRAW OR SIMILAR APPROVED COVERING; (NATIVE VEGETATION SEEDING; AB ROCK); SLOPES SHALL BE TRACK WALKED TO AID SURFACE STABILITY PRIOR TO SEEDING

NEELY (209) 265-6545 cell
Bill2theneel@yahoo.com
APN: 008140025000

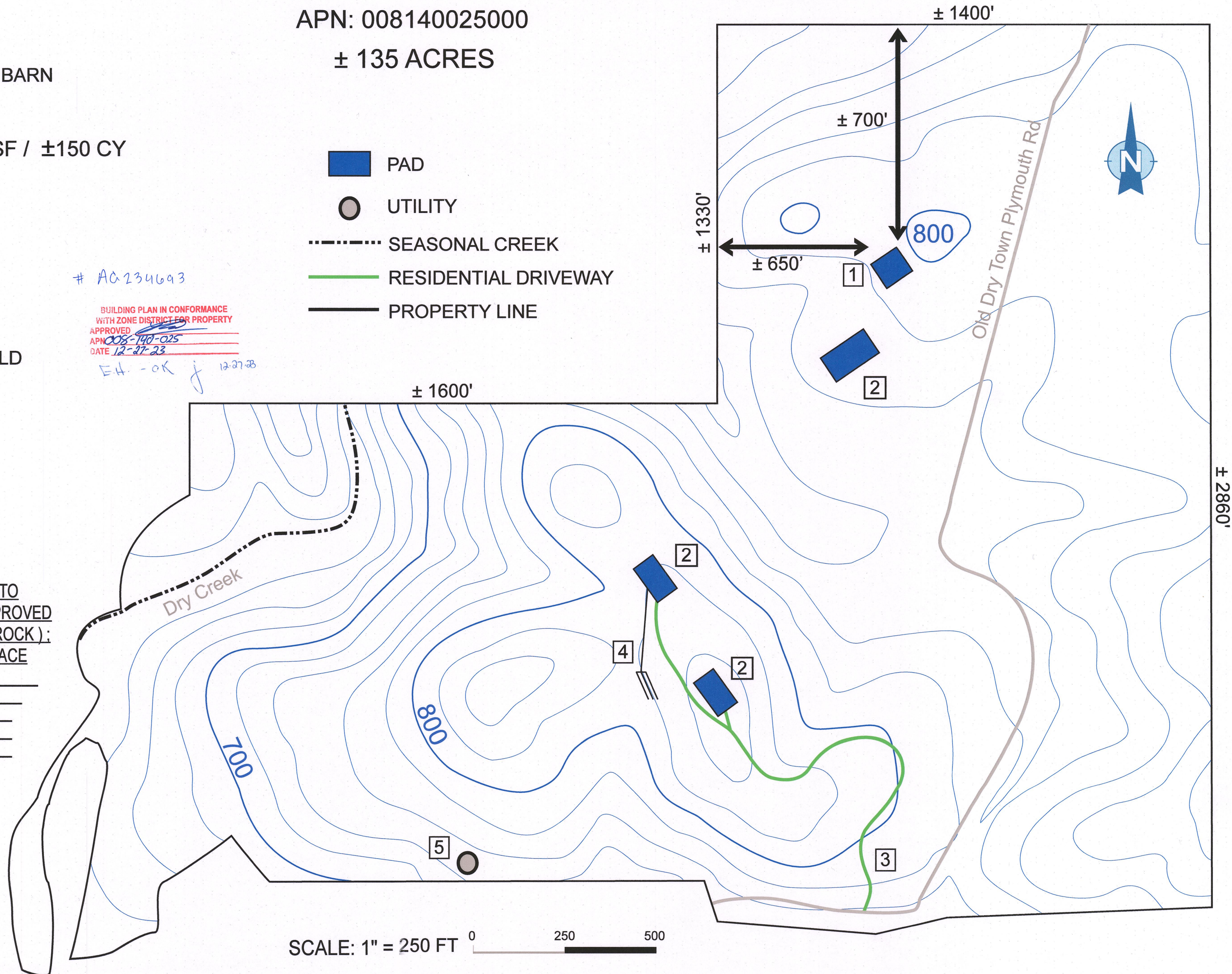
APN: 008140025000
± 135 ACRES

- PAD
- UTILITY
- SEASONAL CREEK
- RESIDENTIAL DRIVEWAY
- PROPERTY LINE

AC234693

BUILDING PLAN IN CONFORMANCE
WITH ZONE DISTRICT FOR PROPERTY
APPROVED
APN: 008-140-025
DATE: 12-27-23

E.H. -OK f 12.27.23



Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: January 9, 2024

SUBJECT

Amended Classification and Wage Plans/Salary Schedules for the Consolidated Wage Plan, County Administrative Officer Wage Plan and the Amador County Deputy District Attorney's Classification and Wage Plan.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, District Attorney and Steven Conklin - ACDDAA Representative.

ATTACHMENTS

- [Memo-updated_Wage_Plans-Salary_Schedules \(1\).doc](#)
- [CAO 10.01.2023 Amended 1.09.2024.pdf](#)
- [Consolidated Salaries 10.1.2023 Amended 1.9.2024.pdf](#)
- [ACDDAA 7.01.2023 6.5% Amended 1.09.2024.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors
FROM: Lisa Gaebe, Human Resources Director
DATE: December 29, 2023
SUBJECT: Agenda Item for January 9, 2024 Board Consent Agenda
Classification and Wage Plans/Salary Schedules

The following classification and wage plans/salary schedules have been amended to reflect the following changes:

Consolidated Wage Plan:

- Administrative Supervisor (SO) - Confidential – Pay range/pay rate Increase of 2.5% effective December 10, 2023. This will bring the position's pay rate up to industry standard and prevent a compaction issue with those classifications this position supervises.
- County Administrative Officer (CAO) – Pay rate increase effective October 1, 2023 per the terms of the Agreement between the County and the County Administrative Officer
- Program Manager Special Prosecutions Unit – Remove the bargaining unit/association designation of 012 – Amador County Deputy District Attorneys Association (ACDDAA) for the Program Manager Special Prosecutions Unit position. The position should only be designated as 042 - Mid-Management. This change is effective January 9, 2024

ACDDAA Classification and Wage Plan:

- Program Manager Special Prosecutions Unit – Remove the Program Manager Special Prosecutions Unit position from the ACDDAA Associations list of classifications. This position should only be designated as Mid-Management effective January 9, 2024

County Administrative Officer Wage Plan:

- County Administrative Officer – Pay rate increase per the terms of the Agreement between the County and the County Administrative Officer effective October 1, 2023

If the Board does not approve the changes to the ACDDAA Classification and Wage Plan and the CAO Wage Plan they will not reflect the negotiated and agreed to terms. As required by CalPERS, if the Board does not approve the Consolidated Wage Plan we will not be complying with California Code of Regulations Section 570.5.

APPENDIX A
COUNTY ADMINISTRATIVE OFFICER WAGE PLAN
Effective 10/01/2023
Amended (1/9/2024)

Classification	Hourly Rate	Bi-weekly Rate
County Administrative Officer	\$100.49	\$8,039.20

**5% base salary shall be adjusted to an amount equivalent to 5% more than the salary received plus longevity by any employee that reports directly to the CAO
(adjustment based on General Services Administration Director classification)*



Bargaining Unit Title	Bargaining Unit Code
SEIU Local 1021	01
Sheriff's Office Association	02
CAO	03
Management	04
Elected	05
SEIU Local 1021-Professional	011
Deputy District Attorney	012
Deputy Sheriff's Association	021
Sheriff's Mid Management	022
Probation	025
Confidential	041
Mid Management	042

All pay is effective 10/1/2023 (amended 1/09/2024)

* Effective 7/01/2023

** Effective 12/10/2023

All classifications are paid hourly unless preceded by \$ sign or exempt.
 These classification are paid based on an 80 hour bi-weekly pay schedule

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2052	01	4-H Program Coordinator	25.10	26.36	27.67	29.06	30.51	C
2418	01	Accountant I	28.76	30.20	31.71	33.29	34.96	C
2561	041	Accountant I - Confidential	30.19	31.70	33.28	34.95	36.70	C
2704	01	Accountant II	31.62	33.20	34.86	36.60	38.43	C
1186	01	Administrative Asst I	16.44	17.26	18.13	19.03	19.98	C
1348	01	Administrative Asst II	18.06	18.96	19.91	20.91	21.95	C
1529	01	Administrative Asst II-Translator	19.87	20.86	21.91	23.00	24.15	C
1529	01	Administrative Asst, Sr	19.87	20.86	21.91	23.00	24.15	C
2268	01	Administrative Legal Secretary	27.26	28.62	30.05	31.56	33.13	C
1904	01	Administrative Secretary	23.62	24.80	26.04	27.34	28.71	C
2050	01	Administrative Supervisor	25.08	26.33	27.65	29.03	30.48	C
2241	041	**Administrative Supervisor (SO) - Confidential	26.99	28.34	29.76	31.24	32.81	C
2141	01	Administrative Technician	25.99	27.29	28.65	30.09	31.59	C
N/A	04	Agricultural Commissioner	\$56.65/hr					E
1932	01	Agriculture & Standards Insp I	23.90	25.10	26.35	27.67	29.05	C
2261	01	Agriculture & Standards Insp II	27.19	28.55	29.98	31.48	33.05	C
2670	01	Agriculture & Standards Insp III	31.28	32.84	34.49	36.21	38.02	C
1284	01	Agriculture Technician	17.42	18.29	19.21	20.17	21.17	C
1460	01	Agriculture Technician/GIS Asst	19.18	20.14	21.15	22.20	23.31	C
N/A	04	Air Pollution Control Officer	\$51.90/hr					E
2397	01	Air Pollution Inspector I	28.55	29.98	31.48	33.05	34.70	C
2827	01	Air Pollution Inspector II	32.85	34.49	36.22	38.03	39.93	C
2271	01	Air Pollution Technician	27.29	28.65	30.09	31.59	33.17	C
1186	01	Airport Assistant	16.44	17.26	18.13	19.03	19.98	C
3458	01	Airport Manager	39.16	41.12	43.17	45.33	47.60	E
1352	01	Animal Care Technician I	18.10	19.01	19.96	20.95	22.00	C
1676	01	Animal Care Technician II	21.34	22.41	23.53	24.70	25.94	C
N/A	042	Animal Control Director	\$47.95/hr					E
1480	01	Animal Control Office Coord	19.38	20.35	21.37	22.43	23.56	C
1480	01	Animal Control Officer I	19.38	20.35	21.37	22.43	23.56	C
1676	01	Animal Control Officer II	21.34	22.41	23.53	24.70	25.94	C
1996	01	Animal Control Officer III	24.54	25.77	27.06	28.41	29.83	C
2194	01	Appraiser I	26.52	27.85	29.24	30.70	32.24	C
2738	01	Appraiser II	31.96	33.56	35.24	37.00	38.85	C
1186	01	Archives Assistant	16.44	17.26	18.13	19.03	19.98	C
1813	01	Archivist	22.71	23.85	25.04	26.29	27.60	C
N/A	05	Assessor	\$73.71/hr					E
N/A	042	Assistant Assessor	\$47.74/hr					E
N/A	042	Assistant Auditor-Controller	\$54.05/hr					E
N/A	042	Assistant County Counsel	\$72.79/hr					E
2862	01	Assistant in Civil Engineering I	33.20	34.86	36.60	38.43	40.35	C
3194	01	Assistant in Civil Engineering II	36.52	38.35	40.26	42.28	44.39	C
3742	01	Associate Civil Engineer	42.00	44.10	46.31	48.62	51.05	E
N/A	05	Auditor	\$73.71/hr					E
2167	01	Auditor-Appraiser I	26.25	27.56	28.94	30.39	31.91	C
2738	01	Auditor-Appraiser II	31.96	33.56	35.24	37.00	38.85	C
1855	01	Behavioral Health Aide	23.13	24.29	25.50	26.78	28.11	C
2919	011	Behavioral Health Care Clinician I	33.77	35.46	37.23	39.09	41.05	**
3257	011	Behavioral Health Care Clinician II	37.15	39.01	40.96	43.01	45.16	**
3630	011	Behavioral Health Care Clinician III	40.88	42.92	45.07	47.32	49.69	**
2090	01	Behavioral Health Care Counselor I	25.48	26.75	28.09	29.50	30.97	C
2343	01	Behavioral Health Care Counselor II	28.01	29.41	30.88	32.43	34.05	C
2919	011	Behavioral Health Care Nurse I	33.77	35.46	37.23	39.09	41.05	**
3257	011	Behavioral Health Care Nurse II	37.15	39.01	40.96	43.01	45.16	**
3628	011	Behavioral Health Care Nurse III	40.86	42.90	45.05	47.30	49.67	**
2787	01	Behavioral Health Care Supv (A/D)	32.45	34.07	35.78	37.56	39.44	E
N/A	04	Behavioral Health Director	\$68.69/hr					E
2787	011	Behavioral Health Rehabilitation Specialist	32.45	34.07	35.78	37.56	39.44	E
4046	011	BHC Prog Mgr (Clinical Services)	45.04	47.29	49.66	52.14	54.75	E
3935	011	BHC Prog Mgr (Community Services)	43.93	46.13	48.43	50.85	53.40	E
2460	01	Bldg Code Compliance Ofc/CEA	29.18	30.64	32.17	33.78	35.47	C
N/A	05	Board Supervisor	\$34.91/hr					E

2280	01	Bridge & Sign Maint Spec	27.38	28.75	30.19	31.70	33.28	C
3872	041	Budget Analyst	43.30	45.47	47.74	50.13	52.63	E
N/A	042	Budget Director	\$60.25/hr					E
2302	01	Building Inspector I	27.60	28.98	30.43	31.95	33.55	C
2581	01	Building Inspector II	30.39	31.91	33.50	35.18	36.94	C
2884	01	Building Inspector III	33.42	35.09	36.85	38.69	40.62	C
3151	01	Building Inspector Supervisor	36.09	37.89	39.79	41.78	43.87	C
1749	01	Building Maint Worker I	22.07	23.17	24.33	25.55	26.83	C
1968	01	Building Maint Worker II	24.26	25.47	26.75	28.08	29.49	C
2211	01	Building Maint Worker III	26.69	28.02	29.43	30.90	32.44	C
2042	01	Building Permit Technician I	25.00	26.25	27.56	28.94	30.39	C
2292	01	Building Permit Technician II	27.50	28.88	30.32	31.83	33.43	C
1813	01	Cadastral Drafting Technician I	22.71	23.85	25.04	26.29	27.59	C
2130	01	Cadastral Drafting Technician II	25.88	27.17	28.53	29.96	31.46	C
5692	022	Captain	61.50	64.58	67.80	71.19	74.75	E
N/A	042	Chief Deputy Registrar of Voters	\$46.25/hr					E
N/A	042	Chief Building Officia	\$62.74/hr					E
N/A	042	Chief Deputy Clerk/Recorder	\$46.25/hr					E
4834	022	Chief Deputy Probation Officer	52.92	55.57	58.34	61.26	64.32	E
N/A	042	Chief Deputy Treasurer/Tax Collector	\$41.76/hr					E
2698	041	Clerk Of the Board	\$31.56	33.14	34.79	36.53	38.36	C
N/A	05	Clerk-Recorder	\$73.71/hr					E
2749	01	Code Enforcement Officer	32.07	33.67	35.36	37.13	38.98	C
2555	01	Communications Systems Tech	30.13	31.64	33.22	34.88	36.62	C
2565	01	Community Development Senior Technician	30.23	31.74	33.33	35.00	36.74	C
2042	01	Community Development Technician I	25.00	26.25	27.56	28.94	30.39	C
2292	01	Community Development Technician II	27.50	28.88	30.32	31.83	33.43	C
2677	01	Compliance Officer	31.35	32.92	34.56	36.29	38.11	C
1945	01	Compliance Specialist	24.03	25.23	26.49	27.82	29.21	C
2090	01	Construction Worker	25.48	26.75	28.09	29.50	30.97	C
2343	01	Construction Worker, Sr	28.01	29.41	30.88	32.43	34.05	C
3468	021	Corporal	39.26	41.22	43.28	45.45	47.72	C
1549	02	Correction Assistant	20.07	21.07	22.13	23.23	24.40	C
5398	022	Correctional Captain	58.56	61.49	64.56	67.79	71.18	E
2634	02	Correctional Corporal	30.92	32.47	34.09	35.79	37.58	C
4010	022	Correctional Lieutenant	44.68	46.91	49.26	51.72	54.31	E
2218	02	Correctional Officer I	26.76	28.10	29.50	30.98	32.53	C
2511	02	Correctional Officer II	29.69	31.17	32.73	34.37	36.09	C
3001	02	Correctional Sergeant	34.59	36.32	38.14	40.04	42.04	C
N/A	03	County Administrative Officer	\$100.49/hr					E
N/A	04	County Counsel	\$80.95/hr					E
N/A	04	County Librarian	\$54.14/hr					E
N/A	042	County Surveyor (Full-time)	\$50.90/hr					E
N/A	042	County Surveyor (Part-time)	\$50.90/hr					E
2815	021	Crime Analyst	32.73	34.37	36.08	37.89	39.78	C
2919	011	Crisis Services Coordinator I	33.77	35.46	37.23	39.09	41.05	C
3257	011	Crisis Services Coordinator II	37.15	39.01	40.96	43.01	45.16	C
2756	011	Crisis Services Counselor	32.14	33.75	35.43	37.21	39.07	C
1164	01	Custodian I	16.22	17.03	17.88	18.78	19.72	C
1327	01	Custodian II	17.85	18.74	19.68	20.66	21.70	C
5692	022	D A Investigator, Chief (Advanced)	61.50	64.57	67.80	71.19	74.75	E
5397	022	D A Investigator, Supervising	58.55	61.48	64.55	67.78	71.17	E
3726	021	D.A. Investigator I (Advanced)	41.84	43.93	46.13	48.44	50.86	C
3341	021	D.A. Investigator I (Basic)	37.99	39.89	41.88	43.98	46.18	C
3529	021	D.A. Investigator I (Intermediate)	39.87	41.86	43.96	46.15	48.46	C
4162	021	D.A. Investigator II (Advanced)	46.20	48.51	50.94	53.48	56.16	C
3362	021	D.A. Investigator II (Basic)	38.21	40.12	42.13	44.23	46.44	C
3939	021	D.A. Investigator II (Intermediate)	43.97	46.17	48.48	50.90	53.45	C
4258	041	Dep County Counsel I	47.16	49.52	51.99	54.59	57.32	E
4730	041	Dep County Counsel II	51.88	54.47	57.20	60.06	63.06	E
5246	041	Dep County Counsel III	57.04	59.89	62.89	66.03	69.33	E
2170	01	DepPublic Cons/Guardian Admin I	26.28	27.59	28.97	30.42	31.94	C
N/A	042	Deputy Ag Commissioner/Sealer of Weights and Measures	\$45.03/hr					E
1541	041	Deputy Board Clerk I	19.99	20.99	22.04	23.14	24.30	C
1743	041	Deputy Board Clerk II	22.01	23.11	24.27	25.48	26.75	C
2019	041	Deputy Board Clerk III	24.77	26.01	27.31	28.67	30.11	C
N/A	042	Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$51.92/hr					E
N/A	042	Deputy Director of Social Services (Finance/Facilities/Administration)	\$51.92/hr					E
N/A	042	Deputy Director of Social Services (Social Services Agency Programs)	\$52.59/hr					E
3847	012	*Deputy District Attorney I	43.05	45.20	47.46	49.84	52.33	E
4270	012	*Deputy District Attorney II	47.28	49.64	52.13	54.73	57.47	E
4750	012	*Deputy District Attorney III	52.08	54.68	57.42	60.29	63.30	E
5262	012	*Deputy District Attorney IV	57.20	60.06	63.06	66.22	69.53	E
2172	025	Deputy Probation Officer I	26.30	27.62	29.00	30.45	31.97	C
2724	025	Deputy Probation Officer II	31.82	33.41	35.08	36.84	38.68	C
3182	025	Deputy Probation Officer III	36.40	38.22	40.13	42.14	44.24	C
2564	01	Deputy Public Cons/Guardian Admin II	30.22	31.73	33.32	34.98	36.73	C
3146	021	Deputy Sheriff (Advanced)	36.04	37.84	39.73	41.72	43.81	C
2815	021	Deputy Sheriff (Basic)	32.73	34.37	36.08	37.89	39.78	C
2977	021	Deputy Sheriff (Intermediate)	34.35	36.07	37.87	39.76	41.75	C
2487	021	Deputy Sheriff-Trainee	29.45	30.92	32.47	34.09	35.80	C
3194	01	Deputy Surveyor/ Deputy Registrar of Voters	36.52	38.35	40.26	42.28	44.39	C
N/A	042	Director of Environmental Health	\$62.73/hr					E

N/A	04	Director of Solid Waste Programs	\$62.73/hr						E
N/A	04	Director of Transportation and Public Works	\$72.94/hr						E
3022	01	Director of Victim Witness Assistance Bureau	34.80	36.54	38.37	40.29	42.30		E
2046	02	Dispatcher (Training)	25.04	26.29	27.61	28.99	30.44		C
2551	02	Dispatcher- Lead	30.09	31.59	33.17	34.83	36.57		C
2269	02	Dispatcher-EMD	27.27	28.63	30.07	31.57	33.15		C
2858	02	Dispatcher-Supervising	33.16	34.82	36.56	38.39	40.31		C
N/A	05	District Attorney	\$85.04/hr						E
N/A	04	District Attorney, Chief Assistant	\$80.04/hr						E
2825	01	Elections Supervisor	32.83	34.47	36.20	38.00	39.91		C
1186	01	Elections Support Worker	16.44	17.26	18.13	19.03	19.98		C
1698	01	Elections Technician	21.56	22.64	23.77	24.96	26.21		C
3496	01	Eligibility Program Manager	39.54	41.52	43.59	45.77	48.06		E
1255	01	Eligibility Screener	17.13	17.99	18.89	19.83	20.82		C
2447	01	Eligibility Supervisor	29.05	30.50	32.03	33.63	35.31		C
1426	01	Eligibility Worker I	18.84	19.78	20.77	21.81	22.90		C
1613	01	Eligibility Worker II	20.71	21.75	22.83	23.97	25.17		C
1825	01	Eligibility Worker III	22.83	23.97	25.17	26.43	27.75		C
1822	01	Eligibility Worker II-Translator	22.80	23.94	25.14	26.39	27.71		C
4102	022	Emergency Services Program Manager	45.60	47.88	50.27	52.79	55.43		C
2672	01	Employment & Training Supervisor	31.30	32.87	34.51	36.23	38.05		C
1869	01	Employment & Training Worker I	23.27	24.43	25.66	26.94	28.28		C
2101	01	Employment & Training Worker II	25.59	26.87	28.21	29.62	31.10		C
2356	01	Employment & Training Worker III	28.14	29.55	31.02	32.58	34.20		C
2377	01	Engineering Technician	28.35	29.77	31.26	32.82	34.46		C
2403	01	Environmental Health Specialist I	28.61	30.04	31.54	33.12	34.78		C
2833	01	Environmental Health Specialist II	32.91	34.56	36.28	38.10	40.00		C
3165	01	Environmental Health Specialist III	36.23	38.04	39.94	41.94	44.04		C
1769	01	Environmental Health Technician I	22.27	23.38	24.55	25.78	27.07		C
1991	01	Environmental Health Technician II	24.49	25.71	27.00	28.35	29.77		C
2541	01	Executive Assistant	29.99	31.49	33.06	34.72	36.45		C
3034	041	Executive Legal Assistant	34.92	36.67	38.50	40.42	42.45		C
3725	01	Facilities & Projects Manager	41.83	43.92	46.12	48.42	50.84		E
2246	01	Facilities & Projects Specialist	27.04	28.39	29.81	31.30	32.87		C
2787	01	Facilities Supervisor	32.45	34.07	35.78	37.56	39.44		E
2677	01	Finance & Admin Supervisor	31.35	32.92	34.56	36.29	38.11		C
1344	01	Finance Asst I	18.02	18.92	19.87	20.86	21.90		C
1524	01	Finance Asst II	19.82	20.81	21.85	22.94	24.09		C
1722	01	Finance Asst Sr	21.80	22.89	24.03	25.24	26.50		C
1941	01	Finance Technician	23.99	25.19	26.45	27.77	29.16		C
3021	01	Fiscal Officer	34.79	36.53	38.36	40.27	42.29		C
N/A	04	General Services Administration Director	\$82.52/hr						E
1186	01	General Services Aide	16.44	17.26	18.13	19.03	19.98		C
3725	01	Geographic Inform Sys Coor	41.83	43.92	46.12	48.42	50.84		C
2030	01	Geographic Inform Sys Tech I	24.88	26.12	27.43	28.80	30.24		C
2304	01	Geographic Inform Sys Tech II	27.62	29.00	30.45	31.97	33.57		C
N/A	04	Health and Human Services Director	\$80.04/hr						E
3022	011	Health Educator I	34.80	36.54	38.37	40.29	42.30		E
3196	011	Health Educator II	36.54	38.37	40.29	42.30	44.41		E
N/A	04	Health Officer (Full-time)	\$82.74/hr						E
N/A	04	Health Officer (Part-time)	\$82.74/hr						E
2361	01	Heavy Equipment Mechanic	28.19	29.60	31.08	32.63	34.27		C
3109	01	Housing Services Program Manager	35.67	37.45	39.33	41.29	43.36		E
2674	041	Human Resource Specialist	31.32	32.89	34.53	36.26	38.07		C
2217	041	Human Resource Technician	26.75	28.09	29.49	30.97	32.51		C
N/A	04	Human Resources Director	\$61.94/hr						E
3165	01	Information Systems Analyst	36.23	38.04	39.94	41.94	44.04		C
2556	01	Information Systems Specialist	30.14	31.65	33.23	34.89	36.64		C
2006	01	Information Systems Tech I	24.64	25.87	27.17	28.52	29.95		C
2283	01	Information Systems Tech II	27.41	28.78	30.22	31.73	33.32		C
N/A	04	Information Technology Director	\$64.07/hr						E
2348	01	Learning Center Coordinator	28.06	29.46	30.94	32.48	34.11		C
2677	01	Legal Assistant	31.35	32.92	34.56	36.29	38.11		C
2677	01	Legal Office Supervisor	31.35	32.92	34.56	36.29	38.11		C
1797	01	Legal Secretary I	22.55	23.68	24.86	26.10	27.41		C
2021	01	Legal Secretary II	24.79	26.03	27.33	28.70	30.13		C
2268	01	Legal Secretary, Sr	27.26	28.62	30.05	31.56	33.13		C
1386	01	Library Assistant	18.44	19.36	20.33	21.35	22.41		C
1386	01	Library Literacy Program Assistant	18.44	19.36	20.33	21.35	22.41		C
1477	01	Library Literacy Program Assistant - Bilingual	19.35	20.32	21.33	22.40	23.52		C
1663	01	Library Literacy Program Coord	21.21	22.27	23.38	24.55	25.78		C
1570	01	Library Technician	20.28	21.29	22.36	23.48	24.65		C
2497	01	Library Supervisor	29.55	31.03	32.58	34.21	35.92		C
2919	011	Licensed Vocational Nurse	33.77	35.46	37.23	39.09	41.05		C
5398	022	Lieutenant	58.56	61.49	64.56	67.79	71.18		E
1268	01	Mail and Warehouse Specialist	17.26	18.12	19.03	19.98	20.98		C
1186	01	Mail Clerk	16.44	17.26	18.13	19.03	19.98		C
1528	01	Medical Assistant	19.86	20.85	21.90	22.99	24.14		C
1528	01	Medical/Psychiatric Records Clerk	19.86	20.85	21.90	22.99	24.14		C
2919	01	Mental Health Intern	33.77	35.46	37.23	39.09	41.05		C
3023	011	MHSA Programs Coordinator	34.81	36.55	38.38	40.30	42.31		**
1460	01	Mosquito & Vector Control Tech	19.18	20.14	21.15	22.20	23.31		C
1186	01	Museum Asst	16.44	17.26	18.13	19.03	19.98		C

1812	01	Museum Curator	22.70	23.84	25.03	26.28	27.59	C
3813	011	Nurse Practitioner	42.71	44.85	47.09	49.44	51.91	E
3257	01	Occupational Therapist	37.15	39.01	40.96	43.01	45.16	C
2126	01	Outreach Specialist	25.83	27.12	28.48	29.90	31.40	C
1892	01	Outreach Technician	23.50	24.68	25.91	27.20	28.56	C
2793	041	Paralegal (CC)	32.51	34.14	35.84	37.63	39.52	C
3230	041	Payroll Manager	36.88	38.72	40.66	42.69	44.83	E
2235	041	Payroll Specialist I	26.93	28.28	29.69	31.17	32.73	C
2616	041	Payroll Specialist II	30.74	32.28	33.89	35.59	37.36	C
1968	011	Peer Support Specialist I	24.26	25.47	26.75	28.08	29.49	C
2211	011	Peer Support Specialist II	26.69	28.02	29.43	30.90	32.44	C
1968	01	Personal Services Coordinator	24.26	25.47	26.75	28.08	29.49	C
3812	01	Physical Therapist	42.70	44.84	47.08	49.43	51.90	C
2357	01	Planner I	28.15	29.56	31.04	32.59	34.22	C
2671	01	Planner II	31.29	32.85	34.50	36.22	38.03	C
3017	01	Planner III	34.75	36.49	38.31	40.23	42.24	C
N/A	042	Planning Director	\$62.73/hr					E
1767	01	Planning Technician I	22.25	23.36	24.53	25.76	27.05	C
1989	01	Planning Technician II	24.47	25.69	26.98	28.33	29.74	C
2581	01	Plans Examiner I	30.39	31.91	33.50	35.18	36.94	C
2884	01	Plans Examiner II	33.42	35.09	36.85	38.69	40.62	C
2106	01	Power Equip Mechanic I	25.64	26.92	28.27	29.68	31.17	C
2499	01	Power Equip Mechanic II	29.57	31.05	32.60	34.23	35.94	C
2794	01	Power Equip Mechanic II-Fabrication	32.52	34.15	35.85	37.65	39.53	C
2956	01	Power Equipment Mechanic-Lead	\$34.14	35.85	37.64	39.52	41.50	C
1164	01	Print Shop Assistant I	16.22	17.03	17.88	18.78	19.72	C
1324	01	Print Shop Assistant II	17.82	18.71	19.65	20.63	21.66	C
2115	01	Printer	25.73	27.02	28.37	29.79	31.27	C
1647	025	Probation Aide	21.05	22.10	23.21	24.37	25.59	C
N/A	04	Probation Officer, Chief	\$80.04/hr					E
3544	025	Probation Unit Supervisor	40.02	42.02	44.12	46.33	48.64	C
6683	042	Program Manager-Special Prosecutions Unit	\$74.26/hr.					E
3021	01	Property Tax and Accounting Analyst	34.79	36.53	38.36	40.27	42.29	C
2269	02	Property/Evidence Technician	27.27	28.63	30.07	31.57	33.15	C
N/A	042	Psychiatrist	\$195.08/hr					E
N/A	042	Psychiatrist-Drug Medical Stipend	\$220.65/hr					E
3342	01	Public Conservator/Guardian/Administrator	38.00	39.90	41.90	43.99	46.19	E
N/A	04	Public Health Director	\$68.69/hr					E
3628	011	Public Health Nurse I	40.86	42.90	45.05	47.30	49.67	E
4037	011	Public Health Nurse II	44.95	47.20	49.56	52.04	54.64	E
4710	011	Public Health Nurse Supv	51.68	54.26	56.98	59.83	62.82	E
2844	011	Public Health Program Coordinator	33.02	34.67	36.40	38.22	40.14	E
3927	011	Public Health Program Manager	43.85	46.04	48.34	50.76	53.30	E
3927	011	Public Health Program Manager - Grants Management	43.85	46.04	48.34	50.76	53.30	E
N/A	04	Public Services Director	\$50.19/hr					E
2292	01	Public Works Inspector	27.50	28.88	30.32	31.83	33.43	C
2565	01	Public Works Lead Inspector	30.23	31.74	33.33	35.00	36.74	C
2280	01	Public Works Maint Lead Worker	27.38	28.75	30.19	31.70	33.28	C
2870	01	Public Works Maint Supervisor	33.28	34.94	36.69	38.53	40.45	C
1597	01	Public Works Maint Worker I	20.55	21.58	22.66	23.79	24.98	C
1805	01	Public Works Maint Worker II	22.63	23.76	24.95	26.20	27.51	C
2030	01	Public Works Maint Worker III	24.88	26.12	27.43	28.80	30.24	C
N/A	042	Public Works Maintenance Superintendent	\$50.73/hr					E
3193	01	Public Works Project Engineer	36.51	38.34	40.25	42.26	44.38	C
3559	01	Public Works Sr Project Manager	40.17	42.18	44.29	46.50	48.83	C
3376	01	Public Works Surveyor	38.34	40.26	42.27	44.38	46.60	C
1722	01	Purchasing Assistant I	21.80	22.89	24.03	25.24	26.50	C
1940	01	Purchasing Assistant II	23.98	25.18	26.44	27.76	29.15	C
2180	01	Purchasing Assistant III	26.38	27.70	29.08	30.54	32.07	C
3264	01	Purchasing Manager	37.22	39.08	41.04	43.09	45.24	C
1419	01	Recorder Clerk I	18.77	19.71	20.69	21.73	22.82	C
1605	01	Recorder Clerk II	20.63	21.66	22.74	23.88	25.08	C
2677	01	Recorder Clerk Supervisor	31.35	32.92	34.56	36.29	38.11	C
1813	01	Recorder Clerk, Sr	22.71	23.85	25.04	26.29	27.60	C
2308	041	Records and Volunteer Administrator	27.66	29.04	30.50	32.02	33.62	C
1437	041	Records Management Assistant	18.95	19.90	20.89	21.94	23.03	C
3075	011	Registered Nurse (Health)	35.33	37.10	38.95	40.90	42.94	E
3278	041	Risk Analyst	37.36	39.23	41.19	43.25	45.41	E
1688	01	Secretary	21.46	22.53	23.66	24.84	26.08	C
3034	041	Senior Administrative Analyst	34.92	36.67	38.50	40.42	42.45	C
2565	01	Senior Building Maintenance Worker	30.23	31.74	33.33	35.00	36.74	C
4162	01	Senior Civil Engineer	46.20	48.51	50.94	53.48	56.16	C
2671	01	Senior Engineering Technician	31.29	32.85	34.50	36.22	38.03	C
N/A	05	Sheriff-Coroner	\$88.15/hr					E
1904	01	Sheriff's Executive Secretary	23.62	24.80	26.04	27.34	28.71	C
3021	01	Sheriff's Fiscal Officer	34.79	36.53	38.36	40.27	42.29	C
4102	022	Sheriff's Office Program Manager	45.60	47.88	50.27	52.79	55.43	C
2511	02	Sheriff's Security Officer	29.69	31.17	32.73	34.37	36.09	C
4162	022	Sheriff's Sergeant (Advanced)	46.20	48.51	50.94	53.48	56.16	C
3939	022	Sheriff's Sergeant (Intermediate)	43.97	46.17	48.48	50.90	53.45	C
1554	01	Sheriff's Services Asst	20.12	21.13	22.18	23.29	24.46	C
1832	01	Sheriff's Services Technician	22.90	24.05	25.25	26.51	27.84	C
1528	01	Social Service Aide	19.86	20.85	21.90	22.99	24.14	C

2181	01	Social Services Administrative Supervisor	26.39	27.71	29.09	30.55	32.08	C
N/A	04	Social Services Director	\$68.69/hr					E
2705	01	Social Services Finance Supervisor	31.63	33.21	34.87	36.62	38.45	C
3935	01	Social Services Program Manager	43.93	46.13	48.43	50.85	53.40	E
2100	01	Social Worker I	25.58	26.86	28.20	29.61	31.09	C
2361	01	Social Worker II	28.19	29.60	31.08	32.63	34.27	C
2636	01	Social Worker III	30.94	32.49	34.11	35.82	37.61	C
2905	01	Social Worker IV	33.63	35.31	37.08	38.93	40.88	C
2819	01	Social Worker Supervisor I	32.77	34.41	36.13	37.94	39.83	C
3825	01	Solid Waste Program Manager	42.83	44.97	47.22	49.58	52.06	E
1945	01	Solid Waste Program Specialist	24.03	25.23	26.49	27.82	29.21	C
2621	01	Solid Waste Technician	30.79	32.33	33.95	35.64	37.43	C
2387	01	Staff Service Analyst I	28.45	29.87	31.37	32.93	34.58	C
2672	01	Staff Service Analyst II	31.30	32.87	34.51	36.23	38.05	C
N/A	042	Support Services Director	\$55.94/hr					E
2535	01	Systems Support Analyst	29.93	31.43	33.00	34.65	36.38	C
1899	02	Transportation Officer	23.57	24.75	25.99	27.29	28.65	C
1311	01	Transportation Officer	17.69	18.57	19.50	20.48	21.50	C
N/A	05	Treasurer-Tax Collector	\$73.71/hr					E
2127	01	Treasury Technician	25.86	27.14	28.50	29.92	31.42	C
N/A	04	Undersheriff	\$80.04/hr					E
3257	011	Utilization & Quality Management Coordinator I	37.15	39.01	40.96	43.01	45.16	**
3629	011	Utilization & Quality Management Coordinator II	40.87	42.91	45.06	47.31	49.68	**
N/A	04	Veterans Services Officer	\$40.28/hr					E
1769	01	Victim/Witness Advocate	22.27	23.38	24.55	25.78	27.07	C
3347	01	Web Programmer/Developer	38.05	39.95	41.95	44.05	46.25	C

**APPENDIX B
ACDDAA EMPLOYEES
CLASSIFICATIONS AND WAGES
ACDDAA EMPLOYEES
6.5% Increase**

Effective 7/01/2023 (Amended 1/9/2024)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3847	Deputy District Attorney I	\$43.05	\$45.20	\$47.46	\$49.84	\$52.33	E
4270	Deputy District Attorney II	\$47.28	\$49.64	\$52.13	\$54.73	\$57.47	E
4750	Deputy District Attorney III	\$52.08	\$54.68	\$57.42	\$60.29	\$63.30	E
5262	Deputy District Attorney IV	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53	E
5262	Program Manager-Special Prosecutions Unit	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53	E

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: January 9, 2024

SUBJECT

Behavioral Health first amendment to agreement with Crestwood Behavioral Health

Recommendation:

Approve and sign amendment.

4/5 vote required:

No

Distribution Instructions:

Please return 2 signed copies to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo re Crestwood amendment fy 23-26.pdf](#)
- [Crestwood 1st Amendment fy 23-26 signed by Contractor.pdf](#)
- [Crestwood Behavioral Executed Agreement fy 21-24.pdf](#)
- [Crestwood Exemption Request 12.14.23.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

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



To: Board of Supervisors
From: Melissa Cranfill, Behavioral Health Director *MC*
Date: January 2, 2024
RE: First Amendment to Agreement with Crestwood Behavioral Health for Fiscal Year 2023-2024, 2024-2025, 2025-2026

Background:

The State of California has mandated that County Mental Health Departments must provide residential treatment services to individuals with severe and persistent mental health conditions, who are in need of treatment and are unable to care for themselves in an independent living situation and require a facility that provides psychiatric care in a home environment.

Key Issue:

If it is determined that an Amador County Behavioral Health client or LPS Conserved client is diagnosed as chronically mentally ill and require a higher level of care that cannot be provided on an outpatient basis at Amador County Behavioral Health, a placement is necessary to provide long term support and care in order to develop independent living skills. Amador County Behavioral Health needs to contract with multiple residential treatment facilities due to limited bed space available for placement throughout California.

Staff Analysis:

This residential care facility provides room and board, nursing care and special treatment program services. This facility provides geropsych services for clients that are over the age of 65.

Amador County does not have a residential treatment facility in Amador County. Contracting with multiple facilities is needed in order to find an open bed space for placement.

We will reach our maximum of our prior agreement, therefore it needs to be raised. This amendment also extends the dates.

Recommendation/Request:

Approve the Amendment to Agreement with Crestwood Behavioral Health for FY23-24, FY24-25 & FY25-26

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware corporation, doing business in the State of California (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of _____, 2024, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2026.

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


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

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

COUNTY OF AMADOR

CONTRACTOR:
CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware Corporation, (the
"Contractor").

BY: _____
Jeff Brown
Chairman, Board of Supervisors

BY:  _____
Maria Stefanou, CPA
Chief Financial Officer

Federal I.D. No.: _____68-0399495__

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

**ATTACHMENT B – FEE SCHEDULE
Program Budget**

Rate changes shall be submitted, in writing, to the address below:

Amador County Behavioral Health Dept.
Attn: Behavioral Health Director
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685

Said notice shall be provided at least thirty (30) days in advance of the rate change. Upon Behavioral Health Director’s written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

Rates for Fiscal Year 23/24 below:

<u><i>SNF/STP - IMD Designation</i></u>	<u><i>Room and Board Rate/Per Diem*</i></u>	<u><i>County Supplemental Rate</i></u>
Crestwood Wellness and Recovery Ctr	\$256.00	\$29.00
Redding IMD – 1122		\$54.00
NPI - 1194743088		\$70.00
		\$135.00
		Negotiated
 <u><i>SNF/STP</i></u>	 <u><i>Room and Board Rate/Per Diem*</i></u>	 <u><i>County Supplemental Rate</i></u>
Crestwood Manor	Medi-Cal Published Rate	\$41.00
Stockton SNF/STP – 1104	For Indigent/Medi-Cal Ineligible clients	\$43.00
NPI - 1730128174		\$69.00
		\$100.00
		\$134.00
		Negotiated
 Crestwood Manor	Medi-Cal Published Rate	\$47.00
Modesto SNF/STP - 1112	For Indigent/Medi-Cal Ineligible clients	\$69.00
NPI - 1508884487		\$100.00
		\$134.00
		Negotiated
 Crestwood Manor - Fremont	Medi-Cal Published Rate	\$37.00
Alameda SNF/STP - 1134	For Indigent/Medi-Cal Ineligible clients	\$69.00
NPI - 1902828403		\$110.00
		\$159.00
		Negotiated

SNF**Room and Board Rate/Per
Diem*****County Supplemental Rate**

Crestwood Treatment Center
Fremont SNF - 1120
NPI - 1942228838

Medi-Cal Published Rate
For Indigent/Medi-Cal Ineligible clients

\$159.00
Negotiated

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

**Mental Health Rehabilitation
Centers****Room and Board/Per Diem***

Crestwood Center
Sacramento MHRC - 1106
NPI - 1356411656

Level 1
Level 2
Level 3

\$403.00
\$366.00
\$332.00

Crestwood Behavioral Health Ctr
San Jose MHRC - 1107
NPI - 1376623256

Level 1
Level 2
Level 3

\$439.00
\$352.00
\$343.00

Crestwood Behavioral Health Ctr
Eureka MHRC - 1110
NPI - 1124046008

Level 1

\$346.00

Crestwood Behavioral Health Ctr
Bakersfield MHRC - 1115
NPI - 1275610800

Level (1:1)
Level 1
Level 2
Level 3

\$745.00
\$403.00
\$366.00
\$330.00

Crestwood C.E.N.T.E.R.
Angwin MHRC - 1116
NPI - 1316024953

Level 1
Level 2
Level 3

\$393.00
\$313.00
\$261.00

Kingsburg Healing Center
Kingsburg MHRC - 1140
NPI - 1073989661

Level 1
Level 2
Level 3

\$511.00
\$452.00
\$388.00

Crestwood Recovery and Rehab
Vallejo MHRC - 1141
NPI - 1508935834

Level 1
Level 2
Level 3
Level 4

\$405.00
\$344.00
\$304.00
\$290.00

Crestwood San Diego
San Diego MHRC - 1154
NPI - 1295146934

Level 1
Level 2
Level 3

\$504.00
\$432.00
\$360.00

- *The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

Mental Health Rehabilitation Centers

Room and Board/Per Diem*

Crestwood Chula Vista	Level 1	\$504.00
Chula Vista MHRC - 1164	Level 2	\$432.00
NPI - 1023495181	Level 3	\$360.00
San Francisco Healing Center	Level 1	\$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	\$504.00
Fallbrook Healing - 1167	Level 2	\$432.00
NPI - 1639738297	Level 3	\$360.00
Champion Healing Center	Level 1	\$560.00
Lompoc Healing Center - 1170	Level 2	\$474.00
NPI - 31487282273	Level 3	\$393.00

- *The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem*</u>	<u>Room and Board/Per Diem for indigent client</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	\$997.00	\$1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	\$997.00	\$1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	\$1,164.00	\$1,264.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	\$1,044.00	\$1,144.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	\$1,074.00	\$1,174.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	\$1,092.00	\$1,192.00

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

<u>Adult Residential Facilities/Social Rehabilitation Facilities*</u>	<u>County Supplemental Rate</u>
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	\$229.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	\$173.00

Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	\$241.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	\$173.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$162.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	\$226.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	\$228.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	\$173.00
Hummingbird Healing House San Diego - 1168 NPI – 1992206734	\$189.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Social Rehabilitation Facility

Room and Board/Per Diem*

Freise Hope House
Bakersfield - 1132
NPI # 1124479845

\$483.00

- * The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.
- Bedhold - same as last inhouse level/rate.

This contract shall not exceed Four hundred Thousand Dollars (\$400,000.00) per Fiscal Year

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of April 13, 2021 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and CRESTWOOD BEHAVIORAL HEALTH, INC., a Delaware Corporation, doing business in the State of California (the "Contractor").

RECITALS

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

B. Contractor is in the business of providing Inpatient Mental Health Treatment Services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2021 through June 30, 2024. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. Daily Rate shall be inclusive of all services defined in this Agreement, except for transportation services on the day of admission and discharge to and from Contractor's facility, physician services, pharmacy, and other ancillary medical services. Other rates for special circumstances, besides those listed in Attachment B, may be agreed to in writing by the Behavioral Director and the individual program's administrator. Maximum Daily Rate may be increased for FY 2022-23 & FY 2023-2024, based on Crestwood's operating needs and subject to County approval. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

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

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

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

6. SUPERVISION OF THE WORK.

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

through Contractor, who shall be responsible for the proper execution of the entire Work.

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

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

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

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

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

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

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

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

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

- 11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 11.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

13. DOCUMENTS AND RECORDS.

- 13.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least ten (10) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.
- 13.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

- 13.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.
- 13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 13.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 14.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 14.2 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. While performing any services pursuant to the Agreement, being present on any County property, or using County equipment, the Consultant, its employees, subcontractors and agents (1) shall not be in any way impaired because of being under the influence of alcohol or a drug; (2) shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) shall not sell, offer, or provide alcohol or an illegal drug to another person.

- 15.1 If Consultant, or any employees, sub-contractors, or agents violate any of the above provisions, the County may terminate the Agreement immediately.

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

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

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

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

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

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

To Contractor: CRESTWOOD BEHAVIORAL HEALTH, INC., a
Delaware Corporation

520 Capital Mall, Suite 800
Sacramento, CA 95814

To County: Amador County Behavioral Health Dept.
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 94685

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

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

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

relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

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

COUNTY OF AMADOR

CONTRACTOR:
CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware Corporation, (the
"Contractor").

BY: 

~~Patrick Crew~~ Frank Axe
Chairman, Board of Supervisors


BY: 

Elena Mashkevich
Director of County Contracts

Federal I.D. No.: 68-0399495

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

Gregory Gillott
County Counsel

BY: 

Deputy

ATTACHMENT A – SCOPE OF WORK

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

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

ATTACHMENT B – FEE SCHEDULE

Rate changes shall be submitted, in writing, to the address below:

Amador County Behavioral Health Dept.
Attn: Behavioral Health Director
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685

Said notice shall be provided at least thirty (30) days in advance of the rate change. Upon Behavioral Health Director’s written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

Rates for Fiscal Year 21/22 below:

<i>CRESTWOOD BEHAVIORAL HEALTH, INC.</i>	<i>7/1/2021</i>
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The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u><i>SNF/STP - IMD Designation</i></u>	<u><i>Room and Board/Per Diem</i></u>	<u><i>Patch/Enhancement</i></u>
Crestwood Wellness and Recovery Ctr	235.16	25.00
Redding SNF/STP (IMD) - 1122		46.00
NPI - 1194743088		61.00
		117.00
		Negotiated

<u><i>SNF/STP</i></u>	<u><i>Room and Board/Per Diem</i></u>	<u><i>Patch/Enhancement</i></u>
Crestwood Manor - Stockton	Medi-Cal Published Rate	25.00
	**Indigent/Medi-Cal	
San Joaquin SNF/STP - 1104	Ineligible	36.00
NPI - 1730128174		38.00
		61.00

		88.00
		117.00
		Negotiated
Crestwood Manor - Modesto	Medi-Cal Published Rate	25.00
	**Indigent/Medi-Cal	
Stanislaus SNF/STP - 1112	Ineligible	41.00
NPI - 1508884487		61.00
		88.00
		117.00
		Negotiated
Crestwood Manor - Fremont	Medi-Cal Published Rate	25.00
	**Indigent/Medi-Cal	
Alameda SNF/STP - 1134	Ineligible	33.00
NPI - 1902828403		61.00
		96.00
		140.00
		Negotiated
<u>SNF</u>		
Crestwood Treatment Center - Fremont	Medi-Cal Published Rate	140.00
	**Indigent/Medi-Cal	
Alameda SNF - 1120	Ineligible	
NPI - 1942228838		
		Negotiated

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2021

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

Mental Health Rehabilitation Centers (MHRC)

Room and Board/Per Diem

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00

Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00
Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00

San Francisco MHRC - 1166 NPI - 1447758024	Bedhold	486.65
Fallbrook Healing Center San Diego MHRC - 1167 NPI - 1639738297	Level 1 Level 2 Level 3 Bedhold	464.00 397.00 331.00 317.00
Champion Healing Center - Lompoc Santa Barbara MHRC - 1170 NPI - XXXXXXXXXXXX	Level 1 Level 2 Level 3	530.00 440.00 362.00

CRESTWOOD BEHAVIORAL HEALTH, INC.	7/1/2021
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The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u><i>Psychiatric Health Facilities (PHF)</i></u>	<u><i>Room and Board/Per Diem</i></u>
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo	998.00

Solano PHF - 1159
NPI - 1780009142

Crestwood Sonoma PHF 1,000.00
Sonoma PHF - XXXX
NPI - XXXXXXXXXXXXX

CRESTWOOD BEHAVIORAL HEALTH, INC.

7/1/2021

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

Pathways ARF - Eureka 198.00
Humboldt, Social Rehabilitation Center -
1125
NPI - 1811374564

Crestwood Solano Our House, ARF at 150.00
Vallejo
Solano ARF - 1136
NPI - 1750452199

Bridge Program – Bakersfield ARF 209.00
Bakersfield, Social Rehabilitation Center-
1137
NPI - 1265501597

American River Resident. Services- 150.00
Carmichael
Sacramento ARF - 1139
NPI - 1104905645

Bridge Program - Pleasant Hill 150.00
Contra Costa ARF - 1143
NPI - 1669543005

The Pathway - Pleasant Hill 203.00

Contra Costa, Social Rehab Center- 1144
NPI - 1578634911

Bridge Program - Fresno 209.00
Fresno, Social Rehabilitation Center -
1145
NPI - 1093892663

Crestwood Hope Center – Vallejo 150.00
Solano RCFE - 1152
NPI - 1962702324

Hummingbird Healing House – San Diego 195.00
San Diego Social Rehabilitation Center -
1168
NPI - 1992206734

This contract shall not exceed Two hundred Fifty Thousand Dollars (\$250,000.00) per Fiscal Year

ATTACHMENT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2021, made and entered into by and between the County of Amador and Crestwood Behavioral Health, Inc. (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Crestwood Behavioral Health, a Delaware Corporation (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, HITECH regulations, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Behavioral Health is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the

- Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
 - d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
 - e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
 - f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
 - g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
 - h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
 - i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
 - j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
 - k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - l. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on

behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors,

agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be required by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at

the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI

for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

15. Conflict of Interest. Business Associate shall not utilize in the performance of the Contract any State officer or employee of the State civil service or other appointed State Official unless the employment, activity or enterprise is required as a condition to the officer's or employee's regular State employment (Pub. Con. Code 10410; 42 C.F.R. 438.3(f)(2).) The Business Associate shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest. (MHP Contract. Ex.A. Att. 1)

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health
Department ("Covered Entity")

Crestwood Behavioral Health, Inc. (Business
Associate)

By: Melissa Cranfill
Melissa Cranfill
Director of Behavioral Health Department

By: Elena Mashkevich
Elena Mashkevich
Director of County Contracts

Date: 3/18/2021

Date: 03/18/2021



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: Behavioral Health

Date of Request: 12/14/2023

Contact Name: Karen Vaughn

Phone: 209-223-6394

Estimated Total Cost: \$400,000 per fiscal year

Proposed Vendor: Crestwood Behavioral Health

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.

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:

This contractor operates a residential care facility for clients of Amador County, usually LPS conserved. This facility provides Room & Board, nursing care, special treatment program services and physical services. It also provides geropsych services for clients that are 65 years of age or older. There is a current agreement signed by the Board of Supervisors for medical professional services. However, the amount needs to be increased due to the sharp increase in clients that are LPS conserved. Multiple residential care facilities are required to contract with, due to the need of open beds for emergency client admissions.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

These services have been evaluated and determined to be unique, due to limited availability in providing service to adult and senior clients with serious psychiatric impairments. In addition, multiple similar services are sometimes needed in order to guarantee bed space, clinical and professional support for the County. The specific unique needs and requirements for utilizing Crestwood Behavioral Health are determined by Behavioral Health professionals.

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.

Melissa Cranfill, LCSW – Behavioral Health Director

CERTIFICATION:

I am aware of Amador County policies 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: Melinda C. ... LCSW 12/14/23
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: [Signature] 12/14/23
Procurement Officer / Date

Procurement Officer Use Only <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Purchase Order <input type="checkbox"/> On Account <input checked="" type="checkbox"/> BOS Approval Required
--

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: January 9, 2024

SUBJECT

Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on a letter of support for a grant application the AFSC will be submitting in early January 2024. The proposed projects are as follows:

County-wide Community Wildfire Protection Plan (CWPP).

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

AFSC, File

ATTACHMENTS

- [BOS Cover Note_AFSC CWPP.pdf](#)
- [BOS_LOS_CWPP__1_.doc](#)



Amador Fire Safe Council

PO Box 1055, Pine Grove, CA 95665

www.AmadorFireSafe.org

DATE: January 9, 2024
TO: Amador Board of Supervisors
FROM: Amador Fire Safe Council
SUBJECT: Letter of Support for Grant Application

The Amador Fire Safe Council (AFSC) is requesting a letter of support for a planning grant application we will be submitted in early January. Attached is the draft letter of support for your consideration. Following is a brief summary of the project:

Developing the county-wide Community Wildfire Protection Plan (CWPP)

A Community Wildfire Protection Plan (CWPP) is a crucial document for community planning as well as receiving grant funding. The Amador Fire Safe Council will work with fire-mitigation groups, stakeholders, and community members to develop/update the CWPP with funding from the Calfire Wildfire Protection Planning grant solicitation.

What is a Community Wildfire Protection Plan (CWPP):

- (1) Collaboration: A CWPP must be collaboratively developed by local and state government representatives, in consultation with federal agencies and other interested parties.
- (2) Prioritized Fuel Reduction: A CWPP must identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that will protect one or more at-risk communities and essential infrastructure.
- (3) Treatment of Structural Ignitability: A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

Thanks so much for consideration of our request.

BOS Letterhead

January 2nd, 2024

Ms. Amanda Watson
Coordinator
Amador Fire Safe Council
PO Box 1055
Pine Grove, California 95665

Re: 23-WP-AEU 59180688 Amador County Wildfire Protection Plan Project

Dear Ms. Watson:

The County of Amador is pleased to voice its support for the Wildfire Fire Prevention Planning Grant the Amador Fire Safe Council (AFSC) is pursuing. We understand that grant funds will be used to update the Amador County Wildfire Protection Plan (CWPP). A well prepared and thoughtful CWPP is critical to future coordinated fire prevention planning in Amador County. The current CWPP is out of date and needs updating. This funding will provide the AFSC with the resources needed to plan and develop a CWPP that represents the needs county-wide. Amador County will continue to work closely with the Amador Fire Safe Council as this document is updated.

This grant will provide the funds to inspire truly grassroots efforts throughout the county. The AFSC has been working with local communities and partners on county-wide planning of projects and this same effort will be brought to the CWPP development process.

Good luck with your pursuit of this grant. Please keep us advised as to the progress on this important planning effort.

Sincerely,

Brian Oneto, Chair
Amador County Board of Supervisors

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: January 9, 2024

SUBJECT

Assessor - Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor Auditor

ATTACHMENTS

- [Seduli.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
040-010-003-502	2021	A0476	I	040-010-003-502	040-010-003-502	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	21,030,000	780,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-20,250,000		

Owner SEDULI SUTTER OPERATIONS CORP
Mailing Address PO BOX 1689
SUTTER CREEK CA 95685-1689

Situs

Bill Comments Change in Ownership Value Adjustment

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

TaxBill Days		Print R/C Wks	<input type="checkbox"/> C
R/C Date	Jan 2, 2024	Print R/C Letter	<input type="checkbox"/> P
Created By	TM	R/C Completed	<input type="checkbox"/> C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 040-010-003-502	Tax Year 2022	R/C # A0477	Roll Type I	Fee Parcel 040-010-003-502	Originating Asmt 040-010-003-502	From TRA 052-086	New TRA 052-086
R&T 1 75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code	

	Roll Value	New Value	Sup From Net	Sup To Net
Land	21,450,600	795,600		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
Net Change		-20,655,000	Supl Change	

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 SEDULI SUTTER OPERATIONS CORP
Mailing Address PO BOX 1689
SUTTER CREEK CA 95685-1689

Situs

Bill Comments Change in Ownership Value Adjustment

TaxBill Days		Print R/C Wks	C
R/C Date	Jan 2, 2024	Print R/C Letter	P
Created By	tm	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
040-010-003-502	2023	A0478	S	040-010-003-502	040-010-003-502	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	21,879,612	811,512		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-21,068,100		

Owner SEDULI SUTTER OPERATIONS CORP
Mailing Address PO BOX 1689
SUTTER CREEK CA 95685-1689

Situs

Bill Comments Change in Ownership Value Adjustment

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

TaxBill Days		Print R/C Wks	<input type="checkbox"/> C
R/C Date	Jan 2, 2024	Print R/C Letter	<input type="checkbox"/> P
Created By	TM	R/C Completed	<input type="checkbox"/> C

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: January 9, 2024

SUBJECT

Social Services: Revisions to the MOU required by AB2083 for the Integration of Services for Youth in Foster Care

Recommendation:

Review and approve revisions in the MOU.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [Memo_Revised_AB_2083_MOU_01.2024.doc](#)
- [REVISED_Amador_County_AB_2083_MOU_Including_Tribal_Consultation.doc](#)

DEPARTMENT OF SOCIAL SERVICES

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



Date: January 2, 2024

To: Amador County Board of Supervisors

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

Re: Revisions to the Memorandum of Understanding Required by AB 2083 for the Integration of Services for Youth in Foster Care

The California Legislature has identified the need for a System of Care approach for serving foster youth who have experienced severe trauma and who interact with multiple systems and programs, including child welfare or probation, public education, county behavioral health, and local regional centers. Navigating these various systems can be challenging for foster youth and their families.

AB 2083 required that each County develop and implement a Memorandum of Understanding (MOU) outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma and establishing an Interagency Leadership Team. Amador County's MOU was created in partnership with the Amador County Department of Social Services, Behavioral Health Department, and Juvenile Probation along with the Amador County Unified School District, the Amador County Office of Education, the Amador County Superior Court, and the Valley Mountain Regional Center. The goal of the MOU is to address systemic barriers to the traditional provision of interagency services. The MOU supports the structure and processes of each partner agency and provides a framework that guides the operations, activities, decisions, and direction of each of the partner agency employees regarding children, youth, and family programming. The Amador County Board of Supervisors approved the original MOU on April 27, 2021.

AB 153 requires that each county establish a process through tribal consultation with the federally recognized Tribes to engage and coordinate regarding the ongoing implementation of the MOU required by AB 2083. The MOU has been revised to include this process. Additions to the MOU are in red in the attached document. The Interagency Leadership Team is committed to engaging with local Tribes to maximize access to culturally appropriate services and placements.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the revised Amador County System of Care for Children and Youth Memorandum of Understanding (AB 2083).

Amador County, California
System of Care for Children and Youth
Memorandum of Understanding
(AB 2083)

Purpose

The goal of this Memorandum of Understanding (MOU), pursuant to Assembly Bill 2083, is to address systemic barriers to the traditional provision of interagency services. AB 2083 requires each county in the state of California to develop and to implement an MOU outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma.

Amador County's Interagency Leadership Team (ILT), defined below, is responsible for ensuring systems partners' programs and policies reflect a coordinated, integrated, and effective delivery of services for children and families. The ILT will provide guidance, advice, and input to a broad range of programs for children and families, as requested by public and private agencies. The ILT will fully support the structure and processes contained in this MOU and will provide the framework that will guide each agency's operations, and the activities, decisions and direction of each of their employees regarding programs and services.

Vision and Mission

Vision: All children, adults, and families in Amador County will be self-sufficient in keeping themselves, their children and their families SAFE, HEALTHY, AT HOME, IN SCHOOL OR EMPLOYED, OUT OF TROUBLE, AND ECONOMICALLY STABLE.

Mission: The Interagency Leadership Team shall ensure all public programs for children and families will provide services in an integrated, comprehensive, culturally responsive, and evidence-based/best practice manner, regardless of the agency door by which children and families enter.

Part One: INTERAGENCY LEADERSHIP TEAM (ILT)

- A. The Interagency Leadership Team (ILT) serves as the governing and coordinating body of this collaborative and includes leaders from programs and departments that interact with children in the community. The ILT will work together as a governing body to ensure that coordinated, timely, and trauma-informed services as provided to children and youth in foster care who have experienced severe trauma. The ILT establishes and oversees the execution of the MOU.
- B. The ILT is comprised of the following departments/agencies, which enter into this agreement:

Amador County Superior Court (Court)

Amador County Behavioral Health Department (BHD)

Amador County Unified School District (ACUSD)

Amador County Office of Education (ACOE)

Amador County Probation Department (Probation)

Amador County Department of Social Services (DSS)

Foothill Indian Education Alliance, Inc.

Valley Mountain Regional Center (VMRC)

The Parties agree to have at least one representative participate as a member of the ILT.

- C. All members of the ILT commit to involving their managers, supervisors, and line staff in carrying out and complying with this MOU, including but not limited to overall coordinating of services, sharing of information, providing feedback on current processes and procedures, and assisting in updating the MOU as needed.
- D. **Term:** This Agreement shall remain in full force and effective the date of execution through December 31, 2024.
- E. **Meetings:** The ILT will meet quarterly to review and to update the MOU to ensure it continues to align with the Agreement's vision and mission, to engage in solution finding discussions, to support reform and development efforts of all Party agencies, to maximize resources, to identify and to address service gaps, and to share decision-making and responsibility. Additionally, the ILT agrees to meet if/when any member identifies a need to do so. Meetings may be held virtually or at an agreed upon location. **All ILT members are welcome to add items, including the need for Tribal coordination and/or consultation on a program, policy, or project, to meeting agendas.**
- F. ILT decisions will be made by consensus. However, if consensus cannot be reached, decisions may be made by a simple majority vote of the ILT members present, with each ILT agency having one vote.
- G. Annually, the ILT will select one member who will act as Chairperson who will be responsible for coordinating and scheduling meetings (**including Tribal consultations**), securing the meeting venue, recording minutes, distributing minutes to the ILT members, and following up on the status of action items in between meetings. The Chairperson will be responsible for recording decisions during the meetings and identifying responsible parties for following through on those decisions.
- H. **One ILT member will be selected to be the Tribal Liaison. The Tribal Liaison is designated to act as the ILT's representative in matters pertaining to this MOU. The Tribal Liaison shall be responsible for ensuring that the system of care programs are engaging with Tribes consistent with this MOU.**
- I. **Tribal Consultation: The ILT is committed to engaging and coordinating with Amador County's Tribes in the ongoing implementation of this MOU. The ILT will consult with Tribes before taking any action related to program or policy development, to the greatest extent practicable and permitted by law. Consultation will begin at the earliest possible phases of a project or program planning and continue through each phase of development**

and implementation. This meaningful collaboration will recognize and respect diverse tribal customs and traditions.

- a. Outreach: The ILT shall consult with Tribes and make relevant information available at the earliest possible time and allow a reasonable opportunity for Tribes to respond and substantively engage in planning.
 - b. Initiating Consultation: Tribes may initiate consultation with the ILT by contacting the Tribal Liaison. The ILT may initiate consultation by reaching out to the ILT Tribal Representative. Consultation may occur at a regularly scheduled ILT meeting or at another date and time agreed upon.
 - c. Consultations: Means of consultation include but are not limited to one or more of the following as appropriate to the subject of the consultation: mailings, e-mail, teleconference, face to face meetings, roundtables, other regular or special ILT meetings. The ILT will communicate and collaborate with Tribes in a manner that is timely and respectful.
 - d. Timely Notice: The ILT recognizes that Tribes have their own internal processes to negotiate. Contact with Tribes shall be initiated as early and as promptly as possible to provide ample time for Tribes to have substantive input. In the event of an emergency, such as a state of emergency declared by the Governor, the ILT Liaison will contact the Tribal Representative as soon as possible and provide a summary of the actions and potential impacts.
 - e. Funding: To the extent that ILTs have funding allocated to support Tribal consultation, any such funding may be accessible to Tribes who engage in consultation to support their travel, time, and other costs related to the consultation process. ILTs should include funding availability, if any, in the notice of consultation.
- J. At least annually, the ILT shall invite members of the Interagency Placement Committee (IPC) to join an ILT meeting to provide updates on processes, challenges, and successes.
- K. Other community providers may be invited to meetings upon agreement of the ILT to report on program issues, progress, barriers, and outcomes.

Part Two: INTEGRATED CORE PRACTICE MODEL (ICPM)

The ICPM articulates the shared values, core components, and standards of practice reflecting current research that demonstrates how collaborative and integrated family services work best in meeting the complex needs of children, youth, non-minor dependents, and families involved with state and county agencies. The ICPM shall be incorporated into every aspect of this Agreement.

The ICPM provides evidence-informed practices and principles in support of effective child/youth and family engagement. The ICPM includes listening authentically, expressing understanding, cultural humility and empathy, using solution-focused questions to understand better the strengths and needs of each family, and looking for and using opportunities to honor each family's voice. **This includes discussions of culture and inquiry into the family's tribal affiliation.**

A. All Parties to this Agreement will:

1. Become familiar with the ICPM framework and will adopt the values, principles, and practices of the ICPM.
2. Utilize the standards of the ICPM in committing timely, effective, and collaborative services to children, youth, and families.
3. Promote and provide services which are outcome focused, family centered, strength-based, culturally proficient, evidence informed, comprehensive, and integrated to the extent possible by a single service plan and which encourage families to use their own resources to resolve problems.
4. Commit to training all Parties' staff and appropriate contracted partners in the ICPM framework.
5. Arrange for initial and on-going training to include staff from all Parties to build interagency rapport and collaboration.

B. All Parties will include the following language in contracts with appropriate partners:

The Integrated Core Practice Model is a statewide effort that sets practices and principles for children/youth served by both the child welfare and the mental health system that promotes a set of values, principles, and practices that is meant to be shared by all who support children/youth and families involved in the child welfare system, including, but not limited to education, probation, regional centers, drug and alcohol services, and other health and human services agencies or legal systems with which the child/youth is involved. Contractor will collaborate and communicate with partner agencies utilizing the values of Integrated Court Practice Model Practice Behaviors, attached and herein incorporated as Attachment 1.

Part Three: INFORMATION AND DATA SHARING

A. All Parties agree, to the fullest extent allowed by law, to share necessary and relevant client specific information in order to conduct treatment, coordinate care, and ensure the highest quality care is available to youth. The ILT prioritizes information sharing between the Parties so that delays in service delivery are minimized.

B. AB 2083 provides that:

1. Members of the ILT may disclose and exchange information with one another that may be designated as confidential under state law if the member of the team having that information reasonably believes it is generally relevant to the identification, reduction, or elimination of barriers to services for, or to placement of, children and youth in foster care or to improve provision of those services or those placements.
2. Members of the ILT who receive disclosed or exchanged information/documents shall destroy or return that information/document once the purpose for which it was disclosed or exchanged is satisfied. Any information or document disclosed or exchanged shall be confidential and shall not be open to public inspection, unless the information or writing is aggregated and de-identified in a manner that prevents the identification of an individual who is a subject of that information or writing. Any

discussion concerning the disclosed or exchanged information or writing during a team meeting shall be confidential and shall not be open to public inspection.

- C. Members of the Interagency Placement Committee (IPC), child multi-disciplinary team (MDT), or Child and Family team (CFT) that is convened for the purpose of implementing the provisions of this MOU shall comply with applicable statutory confidentiality provisions for that committee or team.
- D. Parties will adopt confidentiality standards consistent with and authorized by California Welfare and Institutions Code (WIC) Section 18986.46 and WIC 10850 consistent with its integrated family-centered approach.
- E. The Amador County Exchange of Information form will be utilized across all partner agencies.
- F. Parties will coordinate data collection, data exchange and filing of documents, including electronic filing between courts, social services agencies, and other key partners and track data that permits them to measure performance.

Part Four: SCREENING, ASSESSMENT, AND ENTRY TO CARE

- A. All Parties follow their own distinct processes and tools to determine eligibility for their agency's services.
- B. All Parties' leadership teams shall:
 - 1. Be aware of and understand the existing screening, assessment, and entry to care procedures of other partners serving youth.
 - 2. Assure that each of these screening systems coordinate with each other, share client information cooperatively to help facilitate assessment and entry to care or to expedite eligibility into the system.
 - 3. Agree to ensure that necessary and legal timelines for services are met and to proactively prevent delays in determination of client eligibility for and access to services.
 - 4. Make efforts to reduce the number of meetings for the child/youth and family to assist in service planning, and the parties agree to conduct joint meetings whenever feasible.
 - 5. Share family, relative, and non-related extended family member information with appropriate releases to support familial connections and potential placement options.
 - 6. Provide an in-service training to all ILT members and stakeholders regarding the screening, assessment, and entry to care eligibility requirements and criteria for each agency. All Parties will attend.
 - 7. Initiate referrals for mental health assessments for children/youth without an identified mental health assessment or treatment plan.
- C. The Child and Adolescent Needs and Strengths (CANS) tool will be utilized as part of the Child and Family Team (CFT) meeting process to assist in determining services and/or placement of children/youth in the lowest possible level of care. In addition to CANS, all Parties will continue to utilize assessment tools deemed appropriate and beneficial to their agency.

Part Five: CHILD AND FAMILY TEAMING (CFT)

Services for children and families are most effective when delivered in the context of a single, integrated team that includes the child or youth, his or her family, natural and community supports, and professionals. The Child and Family Team (CFT) process is key to supporting the well-being of children, youth, and families served by public agencies and their partners. It is based on the belief that children, youth, and families have the capacity to resolve their problems if given sufficient support and resources to help them do so.

The process begins when a child/youth enters foster care, and a child welfare social worker or juvenile probation officer engages with the child/youth and his or her family and then uses a variety of strategies to identify other team members, the child or youth's strengths, the child, youth, and family's concerns, and a plan to help achieve positive outcomes for safety, permanency, and well-being. This strengths-based approach to practice recognizes that families are experts in their own lives, and they can achieve success when they have an active role in creating and implementing solutions.

- A. The agency with legal jurisdiction will convene, facilitate, and document the CFT meetings to provide a single, unified teaming process for all youth in care.
- B. A CFT meeting shall be conducted by the placing agency as soon as possible, but no more than 30 days from the child/youth's entry into care to address case planning for the youth while in placement. Reconvening of the CFT will occur every 6 months thereafter, upon changes to the child's needs or circumstances, and whenever requested until exit from care.
- C. Potential attendees at CFT meetings may include: child/youth, family, identified family support persons, CFT facilitator, social worker, probation officer, mental health clinician, Valley Mountain Regional Center staff, education representatives, foster family agency staff, resource parents, Short Term Residential Therapeutic Program (STRTP) staff, Court Appointed Special Advocates, Tribal partners, alcohol and drug services counselors, and Welfare to Work staff.
- D. When the child/youth has or may have a developmental disability, Valley Mountain Regional Center will participate in the CFT meeting.
- E. Parties to this agreement who attend CFT meetings will actively participate to maximize planning, resources, quality and timeliness of services, and child/youth/family engagement.

Part Six: INTERAGENCY PLACEMENT COMMITTEE (IPC)

The Interagency Placement Committee (IPC) is a multi-agency, multi-disciplinary team that supports children and youth, including Non-Minor Dependents (NMD), with significant behavioral, emotional, medical and/or developmental needs through a collaborative review process whereby a child/youth/NMD's treatment and placement needs are determined. The IPC reviews available assessments/evaluations, treatment information, and other relevant information related to the child/youth/NMD's history and needs. The primary purpose of the IPC is to review and to approve the initial and continued treatment of youth in an STRTP consistent with state law. Placement of any child/youth into an STRTP must be approved by an IPC that has considered the recommendation of the Child and Family Team. The IPC assessment shall determine or confirm whether the child/youth/NMD meets medical necessity criteria for Medi-

Cal specialty mental health services and/or the youth's individual behavior or treatment needs can only be met by the level of care provided in an STRTP, and not a lower level of care.

A. The Amador County Children's Multi-Disciplinary Team serves as the IPC. The MDT meets weekly and is available to serve in its IPC capacity each week as needed.

B. At a minimum, members of the MDT include representatives from:

Amador County Alcohol and Drug Services

Amador County Child Protective Services

Amador County Juvenile Probation

Amador County Office of Education and/or Amador County Unified School District

Amador County Mental Health

Amador Tuolumne Community Action Agency

Nexus Youth and Family Services

Sierra Child and Family Services

Valley Mountain Regional Center, when the child/youth has or may have a developmental disability.

Tribal Representative, when applicable

C. The IPC will select a member who will facilitate the meeting agenda as well as communication between the Parties outside of the scheduled meetings.

D. Each participant in the IPC will be responsible for bringing information to the IPC meeting related to the child/youth/NMD's history, records, assessments, evaluations, and needs known to the member's agency and will actively participate in the IPC discussion and recommendation. All participants shall review and consider all material and information received.

E. The IPC will:

1. Review requests for out of home placement, including level of care and services, considering all options for the child/youth and recommending the lowest level of care that is appropriate to meet the needs of the child/youth.

2. Identify supports for the child/youth and families when the child/youth is between placements.

3. Determine the appropriate therapeutic treatment for the child/youth.

4. Monitor all children/youth in STRTP placements to support their transition upon completion of treatment in the STRTP.

F. Make recommendations, in writing, for the lowest level of care appropriate for the child/youth. If the recommendation for out of home placement is made, the placing agency will utilize the lowest level of care possible to not exceed the recommended level of care proposed by the IPC.

- G. The IPC agrees to be responsive with support, resources, and strategies as solutions to placement are explored. The IPC is solution focused and agrees to proactively help the placement agency to locate appropriate placements in a timely manner.
- H. IPC recommendations will be made in writing, signed by each participating agency designee, and will be provided to the placement agency.
- I. The IPC will advise the ILT of any issues, concerns, practices, technical assistance or other support needs that will enable the IPC to meet its mandates and to ensure trauma-informed services to children, youth, and families.
- J. Dispute resolution process: The staff member in disagreement with an IPC recommendation will complete a brief written statement outlining his/her concerns and suggested recommendation and will provide it to his/her supervisor and/or manager. If after discussion the concern remains, the supervisor/manager shall provide the written statement, and any other relevant information, to the IPC for review and consideration. The IPC will convene, virtually or in-person, within two business days of receiving the request. If the IPC decides to modify its recommendation, it shall do so in writing, providing the new recommendation to the placing agency within 24 hours of its decision. If the IPC decides to not change its recommendation, the IPC shall, within 24 hours of its decision, provide the Director of Social Services or Chief Probation Officer, whichever is applicable, with a copy of the staff person's written statement, any supporting information, and the IPC's recommendation. The Director or Chief Probation Officer will provide the written documents to the ILT for review and discussion. The ILT shall convene, virtually or in-person, within two business days of receipt of the IPC recommendation. This discussion will not include judicial officers. The decision of the ILT will be made by consensus vote. If consensus cannot be reached, the decision will be made by a simple majority vote of the members present. The ILT decision will be final. It is expected that all staff will accept and follow the decision as their recommendation to the court.

Part Seven: ALIGNMENT AND COORDINATION OF SERVICES

- A. All Parties agree to work collaboratively to engage and to surround the child and family with needed services, resources, and supports while avoiding duplication of services and minimizing confusion felt by families. The ICPM, ILT, CFT, and IPC play important roles in the process of coordinating services that are fully inclusive of multiple partners.
- B. All parties shall follow the guiding principles of alignment and coordination of services, including:
 - 1. Identification of the specific needs and strengths of the child/youth and their family.
 - 2. Identification of services and community supports that the child/youth and their family require to address the challenges they face as a result of their needs.
 - 3. Identification of which partner agency, or agencies, can provide these services and community supports to address the needs of the child/youth and their family.
 - 4. Development of a care plan that considers the child/youth and family's voice and choice and provides them with realistic supports to address their needs in a timely and appropriate manner.

- C. All parties will commit to on-going mutual training to assist with alignment and coordination efforts.
- D. ILT members will review the availability, policies and procedures, practices, and effectiveness of the services available in the community to increase alignment and will maintain a compilation of educational, health, mental health, and child welfare program options available.

Part Eight: STAFF RECRUITMENT, TRAINING, AND COACHING

- A. All Parties agree to recruit, establish, support, coach, and maintain highly trained and competent staff teams.
- B. All Parties agree to cross train staff of partner agencies, when appropriate, to allow for training consistency and ICPM fidelity in line with the Mission and Vision of this Agreement.
- C. All Parties commit to training staff on trauma-informed care and collaborative work across county agencies to improve outcomes for children, youth, and families. This includes that ILT members will support the work and vision of Resilient Amador.
- D. All Parties commit to training staff from other partner agencies on their processes, eligibility requirements, and service availability. Whenever feasible, new staff from participating agencies will be trained together to allow for consistency and team building between agencies. It is important that partner agencies have an understanding of each other's services in order to be able to participate effectively in Child and Family Team, Individualized Education Plan, School Attendance Review Board, Interagency Placement Committee, Intensive Care Coordination, and Children's Multi-Disciplinary Team meetings.
- E. Each Agency shall provide coaching to staff to help with the transfer of learning to practice and the continuation of skill building.

Part Nine: FINANCIAL RESOURCE MANAGEMENT

- A. All Parties will pay for services to support the child/youth and their family who are eligible for services in their system.
- B. All Parties commit to leverage resources of each eligible child/youth to increase appropriate and timely care and services to meet the unique needs of the child/youth and their family.
- C. All Parties commit to informing all other Parties of federal, state, local, and private resources known to that agency that are available to the child/youth and their family, and to families in general. This includes cross training on financial statutes and regulations to reduce antiquated processes and misinterpreted statutes and regulations.
- D. All Parties agree to reinvest any fiscal savings, as permitted, into identified gaps in services, or early intervention, prevention, and wraparound programs, in order to avoid, if possible, the out of home placement of children and youth.
- E. The Parties will communicate with one another to avoid duplication of services and payment.

Part Ten: DISPUTE RESOLUTION PROCESS

- A. All Parties agree to resolve disputes at the lowest staffing level possible. Disputes shall first be reviewed by applicable Party supervisors. If resolution cannot be made at the supervisor level, disputes shall proceed up the chain of command within the applicable agencies, ending with the ILT, until resolution occurs. If resolution cannot be made by the ILT after all potential resources have been exhausted, the ILT shall request the State Children and Youth System of Care Technical Assistance team to assist in recommending a resolution.
- B. ILT decisions will be made by consensus. However, if consensus cannot be reached, decisions may be made by a simple majority vote of the ILT members, with each ILT agency having one vote.
- C. Parties will attempt in good faith to resolve any dispute or disagreement arising out of this MOU and will focus on the shared vision, values, and practices of this MOU when working to resolve differences.

Part Eleven: RESOURCE FAMILIES AND THERAPEUTIC FOSTER CARE SERVICES

- A. All Parties shall practice collaborative efforts to recruit, train, and support Resource Families, including Intensive Service Foster Care (ISFC) and Therapeutic Foster Care (TFC) certified caregivers, in order to foster safe, stable, permanent, and healthy out of home placement when necessary.
- B. All Parties agree to have on-going communication with Resource Families regarding service availability, the needs of the children/youth placed in their care, and training opportunities.
- C. In line with the ICPM, all Parties agree to support Resource Families by listening authentically, expressing understanding, cultural humility and empathy, using solution-focused questions to understand the strengths and needs of the family, and looking for and using opportunities to honor each family’s voice.
- D. All Parties will support Resource Families in the delivery of high quality, trauma-informed care to children and youth.

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN APPROVED AND EXECUTED ON _____.

Presiding Judge
Amador County Superior Court

Date

Director

Date

Amador County Behavioral Health

Superintendent of Schools
Amador County Unified School District

Date

Superintendent of Schools
Amador County Office of Education

Date

Chief Probation Officer
Amador County Probation Department

Date

Director
Amador County Dept. of Social Services

Date

Director
Foothill Indian Education Alliance, Inc.

Date

Executive Director
Valley Mountain Regional Center

Date