

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.

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

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

Access Code: 758 573 6084#

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

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

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

REGULAR MEETING AGENDA

DATE: Tuesday, February 06, 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 LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6.

- 1.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.

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

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

3. CONFIDENTIAL MINUTES:

- 3.a. Review and possible approval of the January 23, 2024 Confidential Minutes.
Suggested Action: Approval.

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

PLEDGE OF ALLEGIANCE:

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

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

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

4. REGULAR AGENDA:

- 4.a. Presentation of a Proclamation Recognizing February 2024 as Civil Grand Jury Awareness Month in Amador County.
Suggested Action: Approve the proclamation.
[RES 24-0XX Grand Jury.docx](#)
- 4.b. A-PAL Humane Society: Discussion and possible action relative to a request by A-PAL for funding assistance in the amount of \$15,000 to provide \$40.00 low cost cat spay neuter surgery for approximately 200 cats for Amador County residents. The current budgeted amount is for \$15,000.
Suggested Action: Direction to staff to release the funds currently in the 23/24 budget.
[attachment 2 \(1\).pdf](#)
[A-PAL Humane Society Mission Statement.pdf](#)
[A-PAL Humane Society Fees.pdf](#)
- 4.c. Discussion and possible action relative to the County's response to a proposal by AT&T to end landline service.
Suggested Action: Pleasure of the Board
[Letter from AT&T](#)
- 4.d. Review and possible approval of the January 23, 2024 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.
[January 23, 2024 DRAFT Minutes.docx](#)

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

- 5.a. Planning Department – Consideration of the Planning Commission’s recommendation to approve a request for a variance (V-23;11-1 Gallaher) from the 25-foot front yard setback requirement, to allow construction of an entry addition 13.17 feet from the front property line, and a pedestrian bridge for APN: 026-163-005.
Suggested Action: Following the public hearing, the Board may determine the adequacy of the proposed Notice of Exemption under Section 15305, Class 5 of the State CEQA Guidelines (minor setback variance not resulting in the creation of any new parcel), then either approve or deny the proposed Variance. Recommended findings are included in the staff report.
[Staff Report_BOS Gallaher.pdf](#)
[RESOLUTION-_Gallaher_Variance.doc](#)
[Item Packet - V-23;11-1 Gallaher.pdf](#)
[PC Draft Minutes excerpt 01-09-24.final draft.pdf](#)

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. Behavioral Health modification of MOU with DANCO, NPLH Development Sponsor
Suggested Action: Sign revised MOU
[Danco Memo to BOS updating MOU 01182024.pdf](#)
[Amador County Predevelopment MOU Revised 012024.docx](#)
[DANCO Predevelopment MOU.pdf](#)
- 6.b. Approve Purchase of Unbudgeted Fixed Assets (Vehicles) for the Sheriff’s Department
Suggested Action: Board Approval is requested. There are funds available to properly place these orders, but they will not be received until next year, so the 24/25 budget will need to reflect that fact.
[IncreaseBudget.pdf](#)
- 6.c. Amended Consolidated Wage Plan and amended Service Employees International Union Local 1021 Classification and Wage plan.
Suggested Action: Approve
[Memo-updated Wage Plans-Salary Schedules.doc](#)
[Consolidated Salaries 10.1.2023 Amended 2.6.2024.pdf](#)
[SEIU GENERAL UNIT 10.01.2023 Amended 2.06.2024.pdf](#)
- 6.d. Resolution Regarding Salaries and Fringe Benefits for Confidential Employees
Suggested Action: Approve
[Memo -Confidential Unit Resoluton Revision.doc](#)
[Confidential_Resolution - FINAL 2.6.2024.docx](#)
[Confidential_Resolution - DRAFT 2.6.2024.docx](#)
- 6.e. Probation: Budget Increase Request for additional funding for the jail expansion project. There is no impact to the General Fund, funds will come from the CCP.
Suggested Action: Approve increase request.
[Memo and Budget Increase Request.pdf](#)
- 6.f. 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 Russell and Amanda Arnold. The properties involved in said Merger are Adjusted Lots 1 and 2 of Rancho Del Monte Subdivision as recorded in Book 4 of Subdivision Maps at Page 85 and adjusted by Boundary Line Adjustment as shown in Document 2010-0009981 of records of Amador County. Assessor's Parcel No.'s 021-380-022 and 021-380-023.

Suggested Action: Adopt the Resolution, set the Hearing Date, and send out the Notices

[004S085.pdf](#)

[004S086.pdf](#)

[R A Arnold Merger abandonment notice.docx](#)

[R A ARNOLD ROI abandonment.docx](#)

[RA Arnold Assessor's highlighted.pdf](#)

[RA Arnold B&A.pdf](#)

[RA Arnold BLA Doc2010 9981.pdf](#)

- 6.g. Surveying Department-request to set the date for a public hearing for a Certificate of Merger as requested by David Mark Allen McDonald and Dalaine Lyndsay McDonald. The properties involved in said Merger are Adjusted Compliance Parcels 5 and 6 as shown on Book 65 of Maps and Plats Amador County Records at Page 37. Assessor's Parcel No.'s 011-040-034 and 011-040-035.

Suggested Action: Adopt the Resolution, set the hearing date, and direct staff to send out the notices

[065M040.pdf](#)

[065M041.pdf](#)

[McDonald Assessor's map.pdf](#)

[mcDonald B&A.pdf](#)

[McDonald highlight.pdf](#)

[McDonald Merger notice.docx](#)

[ROI McDonald Merger public hearing.doc](#)

- 6.h. Public Health Reclassification Requests

Suggested Action: Approve

[Memo - Public Health Reclassifications - Revised Request.doc](#)

[Department of Public Health Justification for Reclassification Requests.docx](#)

- 6.i. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000 or with values being decrease 50% or more.

Suggested Action: Approve

[005-170-021-000.pdf](#)

[038-270-047-000.pdf](#)

- 6.j. Behavioral Health and California Mental Health Services Authority (CalMHSA) - amendment to MOU for Peer Support Specialist Certification Programs

This amendment adds an additional charge if a staff member allows their certification to lapse.

Suggested Action: Approve and sign amendment.

[Memo to BOS re MOU Amendment CalMHSA Peer Support Specialist Certification.pdf](#)

[3693 WORK 2023 AMADOR MOU AM1_1.29.24.docx](#)

[Amador County CalMHSA Medi-Cal Peer Support Specialist Program Offerings MOU.Fully Executed.pdf](#)

- 6.k. Sheriff's Employee Referral Bonus Program
Suggested Action: Approve
[Memo- Sheriff Employee Referral Bonus Program.doc](#)
[Sheriff Employee Referral Bonus Program Guidelines.doc](#)
[Employee Referral Program Form.pdf](#)
- 6.l. Social Services Department – Request to add five new positions.
Suggested Action: Approve
[Memo Social Services Additional Positions.doc](#)
[Memo Request to add two Elig Worker positions.doc](#)
[Memo Request to add one IHSS SW position.docx](#)
[Memo Request to add one Elig Supervisor position.docx](#)
[Memo Request to add one CPS SW.docx](#)
- 6.m. General Services Administration: ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project
Suggested Action: 1) Award Invitation to Bid ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project to JPB Designs Inc., in an amount not to exceed \$596,610.00 and; 2) Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and; 3) 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; 4) Authorize the Board Chair 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.
[ITB 23-25 BOS Memo 2.1.24.pdf](#)
[ITB 23-25 Bid Receipt Log 1.18.24.pdf](#)
[ITB 23-25 PW Bid Eval Memo.pdf](#)
[ITB 23-25 Bid Estimate Summary Sheet.pdf](#)
[ITB 23-25 Bid Evaluation Form.pdf](#)
[ITB_23-25 Sample Contract MSH.pdf](#)

ADJOURNMENT: UNTIL TUESDAY, FEBRUARY 20, 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: Board of Supervisors

Meeting Date: February 6, 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: February 6, 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: February 6, 2024

SUBJECT

Review and possible approval of the January 23, 2024 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: February 6, 2024

SUBJECT

Presentation of a Proclamation Recognizing February 2024 as Civil Grand Jury Awareness Month in Amador County.

Recommendation:

Approve the proclamation.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [RES 24-0XX Grand Jury.docx](#)

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING FEBRUARY 2024 AS CIVIL)
GRAND JURY AWARENESS MONTH IN AMADOR COUNTY) RESOLUTION NO. 24-0X

WHEREAS, every year in each of California’s 58 counties, 19 ordinary citizens take an oath to voluntarily serve a term of one year as Grand Jurors; and

WHEREAS, the Grand Jury system was brought to the United States with the colonists, and the first Grand Jury in America was impaneled in 1635; and

WHEREAS, Amador County Grand Jury was organized in 1854; and

WHEREAS, the Grand Jury is truly an independent investigative body, operationally separate from the entities and officials they investigate and who are officers of the court under the guidance of the Amador County Superior Court Presiding Judge; and

WHEREAS, certain responsibilities of the Grand Jury are mandated by State law, and the Grand Jury has jurisdictional rights to investigate City and County departments, school districts, and special districts; and

WHEREAS, the Grand Jury is composed of 19 citizens who will represent the citizens of the county in making recommendations for improvements to our local government; and

WHEREAS, the Grand Jury, decides what areas of local government they are going to investigate or review during the year. One of the most important functions of the Grand Jury is to review the operations of the officers, departments and agencies of local government and special districts; and

WHEREAS, the Grand Jury receives and reviews complaints from citizens within the county; and

WHEREAS, the Grand Jury’s investigative process may or may not result in reports. Those fact-finding reports identify specific problems and provide specific recommendations for governmental improvement and/or identify commendations; and

WHEREAS, the Grand Jury is recognized for their dedicated service and their dedicated time volunteering to make Amador County governmental and special district entities more efficient for the best interest of the community.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Amador, State of California, does hereby designate the month of February 2024 to be declared “Civil Grand Jury Month” in Amador County and to encourage citizen participation in the Grand Jury process.

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 6th day of February 2024, by the following vote:

AYES:
NOES:
ABSENT:

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 24-00X)

(02/06/2024)

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 6, 2024

SUBJECT

A-PAL Humane Society: Discussion and possible action relative to a request by A-PAL for funding assistance in the amount of \$15,000 to provide \$40.00 low cost cat spay neuter surgery for approximately 200 cats for Amador County residents. The current budgeted amount is for \$15,000.

Recommendation:

Direction to staff to release the funds currently in the 23/24 budget.

4/5 vote required:

No

Distribution Instructions:

Budget Director, Auditor, Susan Manning, A-PAL

ATTACHMENTS

- [attachment 2 \(1\).pdf](#)
- [A-PAL Humane Society Mission Statement.pdf](#)
- [A-PAL Humane Society Fees.pdf](#)



Dear Supervisors,

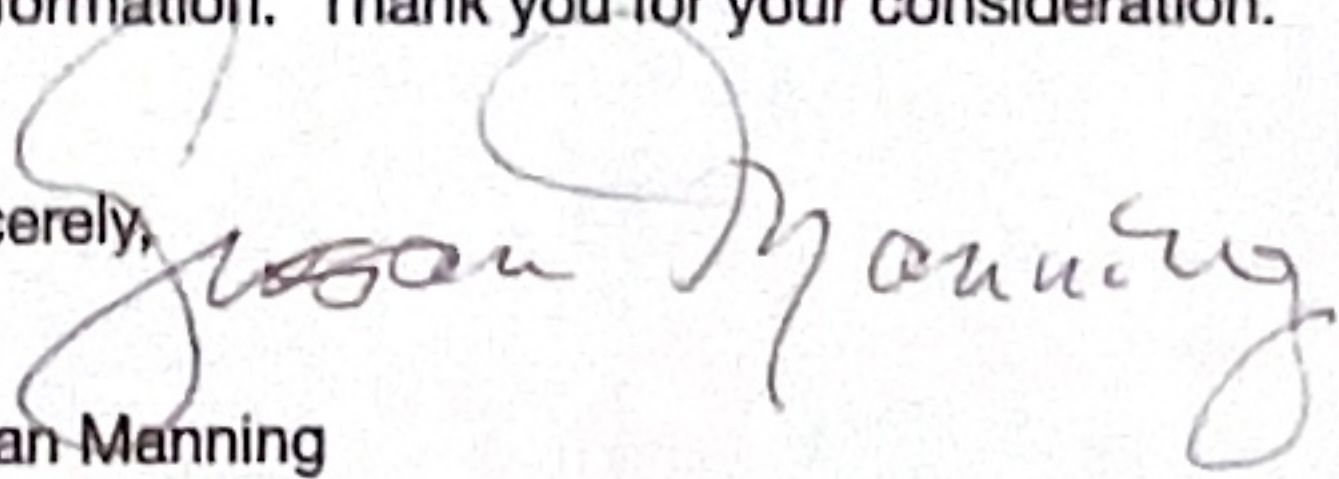
A-PAL Humane Society would like to ask for \$15,000 to provide \$40 low cost cat spay neuter surgery for approximately 200 cats for Amador County residents. Attached are the Impact Report for 2023 and a chart showing current veterinary costs for basic cat services.

In 2023 the Amador County Animal Shelter took in 459 cats and A-PAL took 193 of these. A-PAL took in 713 cats and kittens from Amador County residents which is a combination of 193 shelter transfers and 520 direct intakes.

Our combined shelter and Humane Society intake totaled 979 which is nearly double prior years and a reversal of a consistent downward trend. We believe this is due to COVID 19 and the halt of spay/neuter services and the current high cost of these services. With your assistance, we believe we can work with local veterinarians to provide nearly 200 surgeries to try to reduce reproducing cat numbers and reverse the upward trend. We will keep costs down by providing volunteer staff for recovery and vaccine and microchip services at the vet offices.

Please consider funding low cost spay/neuter for cats in Amador County before the Summer arrival of kittens which strains Amador County and A-PAL resources. Please do not hesitate to contact me if you would like any additional information. Thank you for your consideration.

Sincerely,


Susan Manning
209-304-9590

A-PAL Humane Society of Amador County
12360 Trade Center Dr., JACKSON, CA 95642, 209-223-0410
www.pawspartners.org

A-PAL Humane Society MISSION STATEMENT

To insure the humane treatment of animals in the communities we serve.

IMPACT REPORT 2023 YOUR CONTRIBUTIONS TO A-PAL HUMANE SOCIETY SAVES LIVES



Cats & Kittens
SPAYED &
NEUTERED



Cats & Kittens
ADOPTED



Dogs
SPAYED &
NEUTERED



Animals with
special needs
TREATED



Barn Cats
ADOPTED



Twin Cedar
Second Chance
Dogs
ADOPTED



**A-PAL
HUMANE
SOCIETY**

Thank you for your support



12360 TRADE CENTER DRIVE | JACKSON, CA 95642
209-223-0410 | PAWSPARTNERS.ORG



A-PAL Humane Society is a 501(c)(28) organization dedicated to the humane treatment of Humboldt County animals. Tax ID #41-246788

PLEASE ADOPT

A-PAL CAT

Exam: **INCLUDED**

Spay/Neuter **INCLUDED**

Age Appropriate Vaccines: **INCLUDED**

Microchip: **INCLUDED**

TOTAL: \$90 or \$150 for 2



Unconditional LOVE included

\$ Priceless

Thank you for adopting & supporting local rescue

FEES
Actuals vary by clinic

Exam: **\$66**

Spay: **\$245**

Neuter: **\$163**

FVRCP Vaccine: **\$37**

Microchip: **\$64**

TOTAL \$330-\$412

12360 TRADE CENTER DRIVE | JACKSON | 209-223-0410 | PAWSPARTNERS.ORG

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: February 6, 2024

SUBJECT

Discussion and possible action relative to the County's response to a proposal by AT&T to end landline service.

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

- Letter from AT&T



FILED

01/02/24

04:59 PM

A2303003

ATTACHMENT 1
PROPOSED NOTICE TO CUSTOMERS

A.23-03-003

To be sent via email or mail

«FIRST NAME» «LAST NAME»
«STREET ADDRESS»
«CITY», «STATE» «ZIP»

Notice of Pending Regulatory Application

Application 23-03-003

<Mail Date>

AT&T California has submitted an application to the California Public Utilities Commission (CPUC) that, if approved, would remove AT&T's obligation under California law to provide traditional landline phone service in a large portion of our service territory in California. This message explains what's in AT&T's application and how to find out more information.

IMPORTANT: This letter describes an application that has not yet been approved by the CPUC. No changes are being made to your service at this time. We will let you know when and if any changes will affect your service.

Summary of AT&T's Application for Relief from Carrier of Last Resort Obligation

AT&T's role as the default landline phone service provider (also known as the Carrier of Last Resort or COLR) means that we must provide traditional landline phone service to any potential customer in our service territory. In our application, AT&T has asked the CPUC to remove our role as the COLR in a large portion of AT&T's service territory in California.

If the CPUC approves AT&T's application as proposed, it would mean:

For Traditional Landline Phone Service Customers:

- AT&T would continue providing traditional landline phone service to existing customers until all federal and state regulatory processes are completed. AT&T has also committed to providing service to existing traditional landline phone customers for at least six months after the CPUC approves the application.
- AT&T would communicate with traditional landline phone customers about the process of changing your existing service to either a different voice service available from AT&T, or a voice service offered by another provider in your area.
- AT&T would remain the COLR in areas where no alternative voice services are yet available and continue to provide traditional landline phone service to our customers until proven alternatives become available.

For Voice Over Internet Protocol (VoIP) Customers:

- Customers with VoIP service could be affected in the future since approval of this application will be a first step towards AT&T transitioning to IP-enabled wireless and fiber networks.

IMPORTANT: This letter describes an application that has not yet been approved by the CPUC. No changes are being made to your service at this time. We will let you know when and if any changes will affect your service.

- AT&T would communicate with VoIP customers prior to changing your existing service, if a change is necessary.
- If you have questions about which type of VoIP service you have and whether you could be impacted in the future, please call customer service at 800.288.2020.

For Wireless Customers:

- Wireless service would not be affected by this application.

Maps of Affected Areas Are Available

A map of your zip code showing affected areas is included with this notice, and an online version of the map is available with address lookup here: <http://pub.att.com/COLRmap>

The map depicts 1) areas in AT&T California's service territory in which AT&T seeks to withdraw as a COLR, and 2) areas where AT&T may seek to withdraw as a COLR in the future using a proposed streamlined advice letter process.

The CPUC's Review Process

AT&T's application is subject to approval by the CPUC. Multiple parties oppose this application. The Commission will evaluate the evidence from all parties, as well as public input, before deciding whether to approve the application. At the end of the process, the CPUC is expected to issue a final decision and vote on whether to approve the application.

Options to Provide Feedback on This Application to the CPUC

The CPUC plans to gather public input about AT&T's application, and it has scheduled public participation hearings in February and March 2024. You can find more information about upcoming public participation hearings here: <https://www.cpuc.ca.gov/pph>

Customers may also share concerns with the CPUC in writing. Please visit apps.cpuc.ca.gov/c/A2303003 to submit a public comment in this proceeding's Docket Card. You may also mail written comments to the CPUC's Public Advisor's Office at the address below. If you mail comments, please include the proceeding number A.23-03-003 on the envelope.

For more information about participating in the public participation hearings, submitting comments, to request special assistance, to request a non-English or Spanish language interpreter, or if you have questions about the process, you can contact the CPUC's Public Advisor's Office at:

CPUC Public Advisor's Office

505 Van Ness Avenue, San Francisco, CA 94102

Phone: 1.866.849.8390 (toll-free) or 1.415.703.2074

Email: Public.Advisor@cpuc.ca.gov

PublicAdvocates.cpuc.ca.gov

Please reference **Application 22-03-003** in any communications you have with the CPUC regarding this matter.

IMPORTANT: This letter describes an application that has not yet been approved by the CPUC. No changes are being made to your service at this time. We will let you know when and if any changes will affect your service.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 6, 2024

SUBJECT

Review and possible approval of the January 23, 2024 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [January 23, 2024 DRAFT Minutes.docx](#)

Amador County Board of Supervisors
ACTION MINUTES

REGULAR MEETING

DATE: Tuesday, January 23, 2024
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
Patrick Crew, District I
Richard M. Forster, District II

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

Absent: Frank U. Axe, District IV (scheduled vacation)

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: **Nothing to report.**

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

Kevin Sparks-Workers Compensation Claim Numbers: 20202000960, 20212000337, 20212000685, 20202000392.

ACTION: **Direction given to staff.**

Confidential Minutes: Review and possible approval of the January 9, 2024 Confidential Minutes.

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

MOTION: It was moved by Supervisor Oneto, seconded by Supervisor Crew and unanimously carried , to approve the January 9, 2024 Confidential Minutes.

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

Noes: **None**

Absent: **Supervisor Axe**

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**.

Office Hours: Mr. Dana Jorgensen, representing Senator Marie Alvarado-Gill’s Office, addressed the Board and advised he will be holding “Office Hours” today, from 10:00 a.m.-12:00 noon in Conference Room D, at the County Administration Center. Mr. Jorgensen stated he encourages the general public to stop in and discuss any issues or concerns they may have.

New California: Mr. Chris Strong, District II resident, took this time to update the Board on the status of the *New California* concept.

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

Chairman Oneto advised the following item has been pulled from the agenda for today's date at the request of the Department.

Item 5.a.-Surveying Department: Discussion and possible action relative to a public hearing to consider a public utility easement abandonment and adopt the Resolutions of Approval for the abandonment and 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. Merging the lots will allow additional parking for their vehicles and equipment.

ACTION: Direction given pursuant to the following motion.

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

Ayes: Supervisors Oneto, Crew, Forster, Brown

Noes: None

Absent: Supervisor Axe

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).

Chairman Oneto requested the following items be pulled from the Consent agenda for discussion and possible action.

Item 6.a.- Administrative Agency: Adoption of an Ordinance Amending Sections 2.68.020, as it Relates to Salaries of Elected Officials. (Reading waived on January 9, 2024)

Item 6.e.-Amador Resource Conservation District: Approval of the appointment of Amber Gardner to the ARCD Board effective January 22, 2024 for a four year term to fill the vacancy created by the resignation of long standing ARCD Board Member Carol Marz.

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

MOTION #1: It was moved by Supervisor Crew, seconded by Supervisor Brown and unanimously carried to approve the Consent Agenda with the exception of Items 6.a. and 6.e. as outlined above.

Ayes: Supervisors Crew, Brown, Oneto and Forster

Noes: None

Absent: Supervisor Axe

Chairman Oneto took this time to comment regarding Item 6.e. and express gratitude to Ms. Carol Marz for all of her years of service on the Amador Resource Conservation District.

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

MOTION #2: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to approve Item 6.e. as outlined above.

Ayes: Supervisors Forster, Crew, Oneto and Brown

Noes: None

Absent: Supervisor Axe

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

MOTION #3: It was moved by Supervisor Brown, seconded by Supervisor Forster and carried to approve Item 6.a. as outlined above.

Ayes: Supervisors Brown, Forster and Crew

Noes: Supervisor Oneto

Absent: Supervisor Axe

REGULAR AGENDA

Administrative Agency: Discussion and possible action relative to the County's comments in review of the School Board's Draft EIR for the proposed Consolidation Project.

Mr. Jared Critchfield, ACUSD, Deputy Superintendent, addressed the Board and advised it was requested by five public agencies to extend the review period for the Draft EIR. He stated the School Board recently approved an extension from January 29th, 2024 to February 13, 2024.

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

- Mr. Richard Vela, Public Works Director
- Mr. Chuck Beatty, Planning Director
- Mr. John Gedney, Executive Director, Amador County Transportation Commission
- Ms. Susan Peters, District IV resident

Lengthy discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Brown and unanimously carried to direct the Chairman and Vice-Chairman to work in conjunction with Mr Richard Vela, Public Works Director, Mr. Chuck Beatty, Planning Director, to draft a letter of response to the School Board’s Draft EIR and submit by the deadline of February 13, 2024.

Ayes: Supervisors Forster, Brown, Crew and Oneto

Noes: None

Absent: Supervisor Axe

Administrative Agency: Discussion and possible action relative to US Forest Service Land Management Plan and direction for Old-Growth Forest Conditions across the National Forest System. (#65356).

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Brown and unanimously carried to direct the Chairman and Supervisor Brown to work with the Amador Fire Safe Council representatives to draft a letter in response to the US Forest Service Land Management Plan and direction for Old-Growth Forest Conditions across the National Forest System. (6536).

Ayes: Supervisors Forster, Brown, Crew and Oneto

Noes: None

Absent: Supervisor Axe

General Services Administration: Update on grant process and opportunities.

Ms. Karen Warburton, GSA Senior Administrative 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. Ms. Warburton advised General Services is managing nine active grant awards, each in different implementation phases. Ms. Warburton referred to a table in the Board packet for today’s date which outlines the currently awarded and in process grants as well as applications that have been submitted and are currently waiting for review, and projects being considered for future applications. Mr. Jon Hopkins, General Services Director, spoke specifically, but not limited to projects at Fiddletown and Pioneer Park that will require significant funding.

Supervisor Brown inquired as to if a volunteer group could assist with some of the demolition of current infrastructure at Pioneer Park to offset some of the costs associated with preparing the tennis court/pickle ball court for use. Mr. Hopkins stated that would be acceptable and would be a cost savings.

Lengthy discussion ensued with the following action being taken.

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

- Mr. Paul Brammell, District IV resident, suggested the Board look into the possibility of utilizing Capital Improvement Funds for the Park improvements.

ACTION: Direction given to form an Ad hoc Committee to include Supervisors Brown and Oneto to research options for utilizing community volunteers to assist with demolition and disposal of current recreation infrastructure (tennis courts etc.), and work with Ms. Warburton and Mr. Hopkins to provide guidance and solid cost estimates to be factored into available funding going forward.

Minutes: Review and possible approval of the January 9, 2024 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Brown and unanimously carried to approve the January 9, 2024 Board of Supervisors Meeting Minutes with corrections.

Ayes: Supervisors Forster, Brown, Oneto and Crew

Noes: None

Absent: Supervisor Axe

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

Surveying Department: Discussion and possible action relative to a public hearing to consider a public utility easement abandonment and adopt the Resolutions of Approval for the abandonment and 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. Merging the lots will allow additional parking for their vehicles and equipment.

****This item was pulled from the agenda for today's date as per the request of the Surveying Department.****

Planning Department: Appeal of the Planning Commission's approval of a request from George Reed, Inc. / Jackson Valley Quarry for and Amended Use Permit (UP-06;9-2) to extend the hours of operation for operational and reclamation activities (excavation, crushing/processing, truck loading, and hauling) from 6:00 a.m. to 6:00 p.m. Monday through Friday to 6:00 a.m. to 10:00 p.m. Monday through Friday.

*****It should be noted that Supervisors Forster, Oneto, Brown and Crew divulged that they met individually with George Reed staff, toured the site and had conversations with some appellants prior to this Public Hearing.*****

Mr. Chuck Beatty, Planning Director, 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.

Mr. Tom Ferrel, George Reed Inc., addressed the Board and summarized George Reed's position and reasons for the appeal and fielded questions from the Board.

Mr. Corey Turney, George Reed, Operations Manager, facilitated a presentation for the Board and provided information relative to the appeal.

Mr. Jordan Main, Compass Land Group, Land Use Consultant, provided input relative to this matter.

Mr. Paul Bullard, Bullard Acoustical, provided information to the Board regarding sound analyses that have been performed onsite and from neighboring properties.

Chairman Oneto opened the Public Hearing at this time. The following individuals wished to speak:

- Mr. Matt Gibson, District II resident
- Mr. Bill May, District II resident
- Ms. Sharon May, District II resident
- Ms. Jeanine Smalley, District II resident
- Ms. Jill Curran, District II resident
- Mr. Tim Curran, District II resident
- Mr. Craig Baracco, Foothill Conservancy, Executive Director
- Ms. Virginia Costa, District II resident

Lengthy discussion ensued with the following actions being taken.

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

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

Ayes: Supervisors Oneto, Crew, Brown and Forster

Noes: None

Absent: Supervisor Axe

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

MOTION #2: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to find the Subsequent Mitigated Negative Declaration adequate.

Ayes: Supervisors Oneto, Crew, Brown and Forster

Noes: None

Absent: Supervisor Axe

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

MOTION #3: It was moved by Supervisor Forster, seconded by Supervisor Crew, and unanimously carried to modify the amended Use Permit as follows:

Ayes: Supervisors Oneto, Crew, Brown and Forster

Noes: None

Absent: Supervisor Axe

1. The amended use permit shall expire two years from written notification by the applicant or operator that all conditions of approval and mitigation measures required by the amended use permit are complete;
2. The amended use permit will allow extended hours of operation as described in the amended conditions of approval during the following times: 6:00 a.m. to 9:00 p.m. from April 1 through October 31, and 6:00 a.m. to 8:00 p.m. from November 1 through March 31.
3. A public hearing with the Board of Supervisors will be scheduled prior to the expiration of the amended use permit to review compliance by the applicant or operator as well as to take public comments on the amended use permit. The amended use permit may be terminated or extended by the Board at that time.
4. Direction was also given to the applicant to maintain open communication with neighboring property owner Andy Borth to continue to address his concerns.

ADJOURNMENT: Until Tuesday, February 6, 2024 at 8:30 a.m.

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

January 23, 2024 CONSENT MINUTES

6.a. Administrative Agency: Adoption of an Ordinance Amending Sections 2.68.020, as it Relates to Salaries of Elected Officials. (Reading waived on January 9, 2024)

ACTION: Approved

6.b. Building Department: Agreement to Limit Use of Agricultural Structure for AG244718 - Galloway

ACTION: Approved-Resolution No. 24-010

6.c. General Services Administration: Resolution Declaring Personal Property as Surplus

ACTION: Approved-Resolution No. 24-011

6.d. ACSO/OES: Budget Increase for the FY 2023 Homeland Security Grant Program. This Grant is 100% federally funded and will be paid back on a reimbursement basis. The increase is offset by the revenue from this grant and no additional General Funds are being requested.

ACTION: Approved

6.e. Amador Resource Conservation District: Approval of the appointment of Amber Gardner to the ARCD Board effective January 22, 2024 for a four year term to fill the vacancy created by the resignation of long standing ARCD Board Member Carol Marz.

ACTION: Approved

6.f. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000

ACTION: Approved

6.g. Social Services: Budget Increase Request for Transitional Housing Program Rounds 3 and 5.

ACTION: Approved

6.h. Social Services: Budget Increase Request for Flexible Family Support Home-Based Foster Care

ACTION: Approved

6.i. Social Services: County Prevention Plan Agreement

ACTION: Approved

6.j. Social Services: Standard Agreement with California Department of Social Services (CDSS) regarding first-level Quality Assurance of Child Welfare Case Reviews

ACTION: Approved-Resolution No. 24-012

6.k. Social Services: Budget Increase Request for Bringing Families Home

ACTION: Approved

6.l. Revised job description for MHSA Programs Coordinator including changing the title to Behavioral Health Non-Clinical Program Coordinator.

ACTION: Approved

6.m. Revised Job Descriptions for Behavioral Health Clinician I/II, Deputy Director of Behavioral Health (Fiscal-Administration) and Psychiatrist.

ACTION: Approved

6.n. ACSO/OES: Budget Increase regarding the funds awarded from Boating Safety and Enforcement (BSE-23) in the amount of \$24,129.00. Funds will be reimbursed once all of the purchased equipment is received and processed through Boating and Waterways.

ACTION: Approved

6.o. General Services Administration: Lease of Hangar #5 to Golden Pegasus LLC

ACTION: Approved

6.p. Adoption of Plans and Specifications for Landfill Compliance Projects: Class II Surface Impoundment Expansion and Final Cover Replacement on Waste Management Unit No. One

ACTION: Approved

6.q. Agreement with the State of California for \$ 20,000.00 of Federal HAVA Funds

ACTION: Approved-Resolution No. 24-013

6.r. College-Student Intern Job Description

ACTION: Approved

6.s. Modified Public Health Program Coordinator Job Description

ACTION: Approved

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: February 6, 2024

SUBJECT

Planning Department – Consideration of the Planning Commission’s recommendation to approve a request for a variance (V-23;11-1 Gallaher) from the 25-foot front yard setback requirement, to allow construction of an entry addition 13.17 feet from the front property line, and a pedestrian bridge for APN: 026-163-005.

Recommendation:

Following the public hearing, the Board may determine the adequacy of the proposed Notice of Exemption under Section 15305, Class 5 of the State CEQA Guidelines (minor setback variance not resulting in the creation of any new parcel), then either approve or deny the proposed Variance. Recommended findings are included in the staff report.

4/5 vote required:

No

Distribution Instructions:

Planning, Building, File

ATTACHMENTS

- [Staff Report_BOS Gallaher.pdf](#)
- [RESOLUTION- _Gallaher_Variance.doc](#)
- [Item Packet - V-23;11-1 Gallaher.pdf](#)
- [PC Draft Minutes excerpt 01-09-24.final draft.pdf](#)

STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: February 6, 2024

Planning Department – Consideration of the Planning Commission’s recommendation to approve a request for a variance (V-23;11-1 Gallaher) from the 25-foot front yard setback requirement, to allow construction of an entry addition 13.17 feet from the front property line, and a pedestrian bridge for APN: 026-163-005.

Owner/Applicant: Gary & Elaine Gallaher
Representative: Ecosense Designs Architecture
Supervisory District: 3
Location: 33951 Danburg Dr. Kirkwood, CA 95646

- A. General Plan Designation:** SPA, Special Planning Area
- B. Zoning:** PD-R1, Planned Development, Single-family Residential (Kirkwood Specific Plan)
- C. Acreage Involved:** 0.3 acres
- D. Description:** The applicant has requested a variance from Amador County Code §19.24.040 (R1 district regulations--generally.) which requires a twenty-five (25) foot front setback, to allow for the construction of an entry addition 13.17 feet from the front property line, and a pedestrian bridge up to and beyond the front property line, subject to obtaining all necessary encroachment permits. There is an existing single-family residence on the property for which the proposed project is considered an accessory use. The applicant has requested a delay in the expiration of the variance to 2 years from the decision date, to accommodate potential delays due to inclement weather and contractor availability.

If the variance is approved, the applicant must complete the abandonment of any and all public utility easement included within the 25’ front setback prior to issuance of any building permit, and must obtain any and all necessary encroachment permits for the pedestrian access bridge, the location of which shall be such that it will not adversely impact the snow storage area adjacent to the proposed structures. All necessary building permits shall be obtained from the Amador County Building Department for construction of the proposed structures.

- E. Prior Review and Recommendation(s):** This project was reviewed by the Tri-County Technical Advisory Committee (Tri-TAC) on December 8, 2023. Tri-TAC forwarded the project to the Amador County Planning Commission with no technical objections to the project as proposed. The Amador County Planning Commission reviewed the project during its regular meetings on January 9, 2024 and recommended approval of the project to the Board of Supervisors along with the CEQA Exemption under Section 15305, Class 5 of the State CEQA Guidelines (minor setback variance not resulting in the creation of any new parcel).
- F. Board Action:** Following the public hearing, the Board may determine the adequacy of the proposed Notice of Exemption under Section 15305, Class 5 of the State CEQA Guidelines (minor setback variance not resulting in the creation of any new parcel) then either approve or deny the proposed Variance.
- G. Recommended Findings:** If the Board moves to approve the project, the following findings are recommended for adoption:
 - 1. This variance does not constitute the granting of a special privilege inconsistent with the limitations to which other lots in the vicinity with like zoning are subject;
 - 2. Due to the location of the existing dwelling, existing accessory structures, and the slope and shape of the lot, the strict application of the front building setback is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under identical zone classifications; and
 - 3. This variance is categorically exempt under section 15305 of the CEQA Guidelines (Class 5, minor setback variance not resulting in the creation of a new parcel) and a Notice of Exemption will be filed with the County Recorder.

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

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

IN THE MATTER OF:

RESOLUTION APPROVING A VARIANCE TO) RESOLUTION NO. 24-XXX
COUNTY CODE §19.24.040 R1 DISTRICT)
REGULATIONS REQUIRING A 25 FOOT)
BUILDING SETBACK FROM THE FRONT)
PROPERTY LINE TO ALLOW CONSTRUCTION OF)
AN ENTRY ADDITION AND A PEDESTRIAN)
ACCESS BRIDGE)

WHEREAS, Variance V-23;11-1 Gallaher shall be approved with an effective date from February 6, 2024 through February 6, 2026.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve a request for variance from County Code §19.24.040 which requires structures to be set back a minimum of twenty-five (25) feet from the front property line, to allow construction of an entry addition and a pedestrian access bridge to the existing single family residence.

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 6th day of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Brian Oneto,
Chair, Board of Supervisors

ATTEST:

Jennifer Burns, Clerk of the
Board of Supervisors, Amador County, California

**STAFF REPORT TO: AMADOR COUNTY PLANNING COMMISSION
FOR MEETING OF: JANUARY 9, 2024**

ITEM 2 Request for a variance (V-23;11-1 Gallaher) from the front (25 ft.) setback requirement to allow construction of an entry addition to the existing single-family residence 13.17 feet from the front property line and a pedestrian access bridge for APN: 026-163-005.

Applicant: Gary & Elaine Gallaher

Representative: Ecosense Designs Architecture

Supervisory District: 3

Location: 33951 Danburg Dr. Kirkwood, CA 95646, Amador County, CA

A. General Plan Designation: SPA, Special Planning Area

B. Present Zoning: PD-R1, Planned Development, Single-family Residential (Kirkwood Specific Plan)

C. Acreage Involved: 0.3 acres

D. Description: The applicant has requested a variance from Amador County Code §19.24.040 (R1 district regulations--generally.) which requires a twenty-five (25) foot front setback, to allow for the construction of an entry addition 13.17 feet from the front property line, and a pedestrian bridge up to and beyond the front property line, subject to obtaining all necessary encroachment permits. There is an existing single-family residence on the property for which the proposed project is considered an accessory use. The applicant has requested a delay in the expiration of the variance to 2 years from the decision date, to accommodate potential delays due to inclement weather and contractor availability.

If the variance is approved, the applicant must complete the abandonment of the public utility easement included within the 25' front setback prior to issuance of any building permit, and must obtain any and all necessary encroachment permits for the pedestrian access bridge, the location of which shall be such that it will not adversely impact the snow storage area adjacent to the proposed structures. All necessary building permits shall be obtained from the Amador County Building Department for construction of the proposed structures.

E. Prior Review and Recommendation: This project was reviewed by the Tri-County Technical Advisory Committee (Tri-TAC) on December 8, 2023. Tri-TAC has no technical objections to the Planning Commission recommending approval of the variance and the proposed Exemption from CEQA.

F. Planning Commission Action: Following the public hearing, the first action of the Planning Commission should be to determine the adequacy of the proposed Exemption under Section 15305, Class 5 of the State CEQA Guidelines (minor setback variance not resulting in the creation of any new parcel). The Commission may then make a recommendation of the project to the Board of Supervisors, subject to the findings set forth below.

G. Standard Variance Findings:

1. This variance does not constitute the granting of a special privilege inconsistent with the limitations to which other lots in the vicinity with like zoning are subject;
2. Due to the location of the existing dwelling, existing accessory structures, and the slope of the lot, the strict application of the front building setback is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under identical zone classifications; and
3. This variance will not have a significant adverse effect on the environment and is categorically exempt according to Section 15305, Class 5 of the State CEQA Guidelines (minor setback variance not resulting in the creation of any new parcel).

Notice of Exemption

NOTICE OF EXEMPTION

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Amador County Planning Commission
810 Court Street
Jackson, CA 95642

County Clerk - County of Amador
810 Court Street
Jackson, CA 95642

Project Title: V-23;11-1 Gallaher

Project Applicant/Address/Phone Number: Gary & Elaine Gallaher, 19 Valley Drive, Orinda, CA 94563

Project Location - Specific: 33951 Danburg Drive, Kirkwood, CA 95646 (APN: 026-163-005)

Project Location - County: Amador **Project Location - City:** N/A

Description of Nature, Purpose and Beneficiaries of Project: The applicant has requested a variance from Amador County Code §19.24.040 (R1 district regulations--generally.), which requires a twenty-five (25) foot front setback to allow for the construction of an entry addition 13.17 feet from the front property line, and a pedestrian bridge up to and beyond the front property line, subject to obtaining all necessary encroachment permits. There is an existing single-family residence on the property for which the proposed project is considered an accessory use.

Name of Public Agency Approving Project: Amador County Board of Supervisors

Name of Person or Agency Carrying Out Project: Ecosense Designs Architecture, Representative

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15305, Class 5 of State CEQA Guidelines
- Statutory Exemptions. State code number:

Reasons why project is exempt: The granting of the Variance is sanctioned by County Code Section 19.52 and is consistent with County Code Section 19.52.020 in that the project will not be detrimental to the health, safety, peace, morals, comfort and general welfare of the persons residing or working in the neighborhood or the general welfare of the County; and 2) A review of the Variance was conducted by staff and found the is Categorically Exempt according Section 15305, Class 5 (*minor setback variance not resulting in the creation of any new parcel*) of the State CEQA Guidelines.

Lead Agency Contact Person: Nicole Sheppard, Planner

Telephone: 209-223-6380

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Signature: _____

Date: _____

Title: Planner

Signed by Lead Agency

Revised 2011

File No. _____

Posted On _____

Posting Removed _____

Affidavit

- | | |
|--|----------------------|
| 1. GIS List. <u>300</u> ft. Plus _____
<small>(Distance) (Special Instructions: e.g. to end of access road)</small> | Initial
<u>NS</u> |
| 2. Checked <u>all</u> APN pages of those parcels from the GIS list for "NOTES" or "SPECIAL INSTRUCTIONS." | <u>NS</u> |
| 3. Project Applicant and Representative(s), if applicable. | <u>NS</u> |
| 4. Checked Project file cover for agency distribution. | <u>NS</u> |
| 5. Checked inside file for special requests for notification. | <u>NS</u> |
| 6. Checked old notification list for additional notification. | <u>NS</u> |
| 7. Other – Specify:

_____ | |

AFFIDAVIT OF SERVICE BY MAIL

I am a citizen of the United States, over eighteen years of age, employed in Amador County, and not a party to the within action; my business address is 810 Court Street, City of Jackson, State of California. I hereby declare I served a copy of the attached public hearing notice regarding V-23; 11-1 Gallaher by placing copies in 32 envelopes addressed to: (see attached list).

Said envelopes were then sealed and postage fully paid thereon and were deposited in the United States Mail on December 22, 2023 at Jackson, California.

I declare under penalty of perjury the foregoing is true and correct.

Executed at Jackson, California on December 22, 2023

Signed *Heidi Sheppard*
Witness *Rustie*



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 223-6254
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the PLANNING COMMISSION of the County of Amador, State of California, has received an application for the project described in this notice.

PROJECT DESCRIPTION: Request for a variance (V-23;11-1 Gallaher) from the front 25-foot setback requirement, to allow construction of an entry addition to the existing single-family residence 13.17 feet from the front property line and a pedestrian access bridge from the residence to the front property line (APN: 026-163-005).

Owner/Applicant: Gary & Elaine Gallaher
Representative: Ecosense Designs Architecture
Supervisorial District: 3
Location: 33951 Danburg Dr., Kirkwood, CA 95646

PUBLIC HEARING: Discussion and possible action on this project by the Amador County Planning Commission will take place following a public hearing scheduled for **January 9, 2024 at 7:00 p.m.** in the Board Chambers of the County Administration Center located at 810 Court St., Jackson, CA 95642. The meeting may be attended in person or via teleconference by dialing **669-900-6833** and using **meeting ID 537-512-9883**, or by using the following link: <https://zoom.us/j/5375128983>.

The Chairperson will invite the public to comment via phone/online. Public comment will also be accepted at the above address or at planning@amadorgov.org. Comments received prior to publication of the agenda will be included in the agenda packet. The agenda will be published online at www.amadorgov.org in the Agendas and Minutes section. Comments received after publication of the agenda will be distributed to the Commissioners prior to the meeting, and shall be subject to the same rules as would otherwise govern speaker comments at the meeting. However, be advised that due to time constraints, the Commissioners may not be able to give letters submitted after the agenda is published, as detailed a review as those received earlier. Therefore, it may be to your benefit to attend the hearing and summarize your concerns orally. Letters will not be read aloud at the public hearing.

In compliance with the Americans with Disabilities Act, if you need an accessibility-related modification or accommodation to participate in this meeting, please contact the Amador County Planning Department, at (209) 223-6380, by email to planning@amadorgov.org. Requests must be made as early as possible, and at least two business days before the start of the meeting.

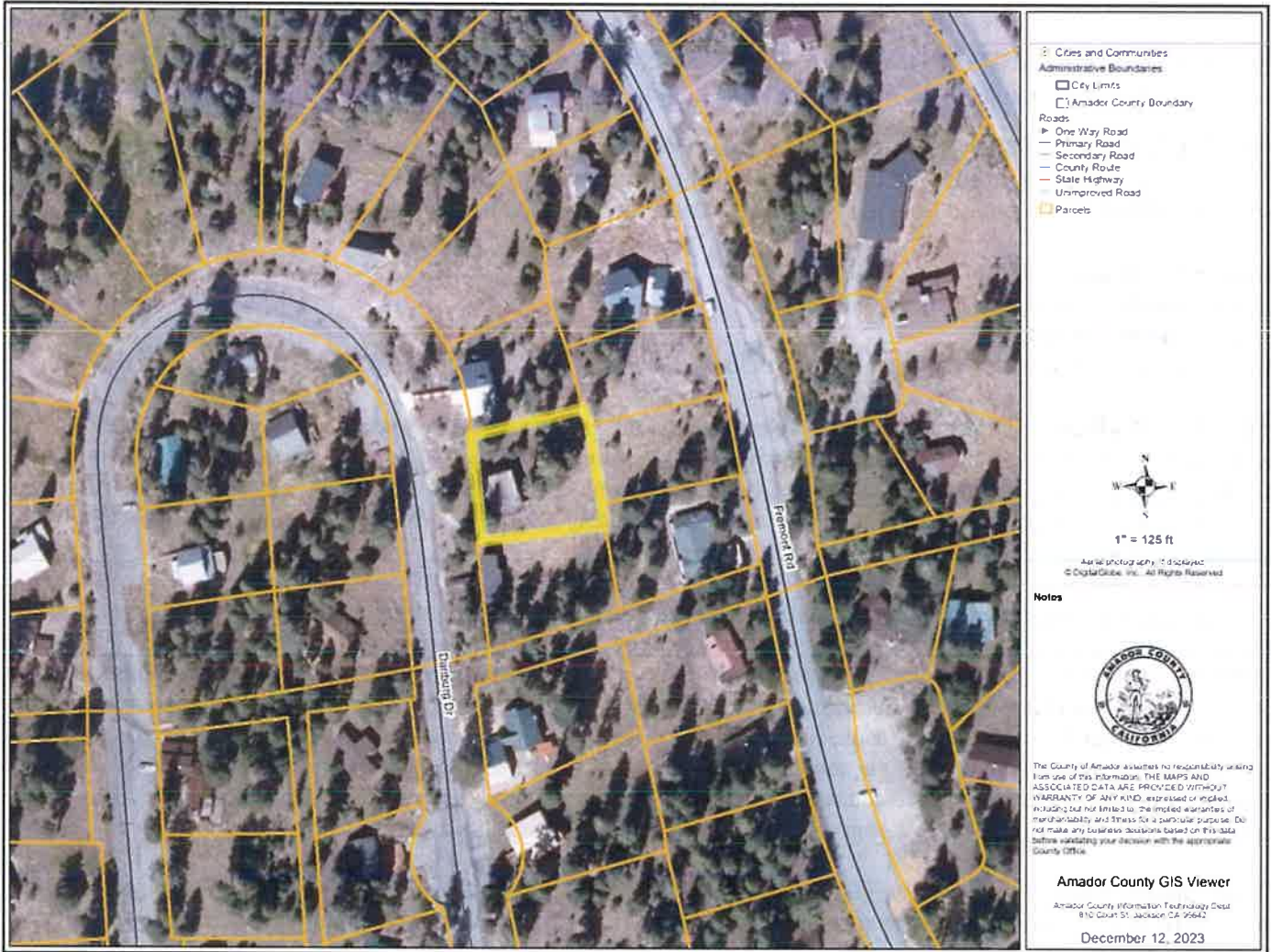
NOTE: If you do not comment at the public hearing or send in written comments and later decide to challenge the nature of this proposed action in court, you may be limited to raising only those issues you raised at the public hearing or have given in written correspondence delivered to the public entity conducting the hearing at, or prior to, the public hearing.

ENVIRONMENTAL REVIEW PROCESS: In accordance with the California Environmental Quality Act (CEQA), the lead agency, the Amador County Planning Commission, intends to consider this project Categorically Exempt under 15305, Class 5 (a) (minor setback variance not resulting in the creation of any new parcel). The application materials appear to be complete and indicate there are no extraordinary or unique environmental issues. The Tri-County Technical Advisory Committee (TCTAC) has reviewed this project and has found no technical objection to the approval of this project along with filing the project as exempt under CEQA.

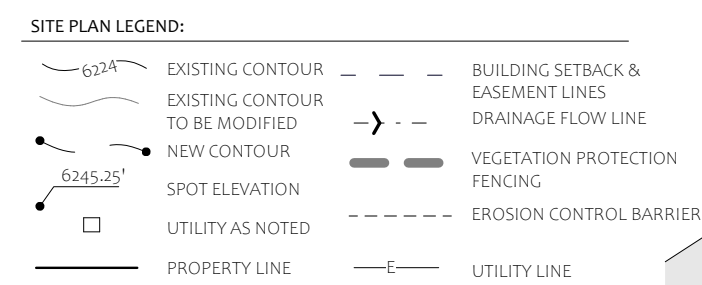
If you have any questions or desire more information, please contact this office.

AMADOR COUNTY PLANNING COMMISSION
Date of this notice: December 27, 2023

SUBJECT PARCEL HIGHLIGHTED BELOW



Application



- PROPOSED ENTRY ADDITION
- PROPOSED ROOF EXTENSION
- PROPOSED ACCESS BRIDGE
- PROPOSED BUILT-UP PARKING PAD
- EXISTING RESIDENCE
- EXISTING BRIDGE AND DECK
- EXISTING GRAVEL PATH
- ROCKERY RETAINING WALL AROUND BUILT UP PARKING PAD
- 20'x20' CONSTRUCTION STAGING AREA WITH CONSTRUCTION TOILET
- EXISTING GAS ACCESS RAISED TO PROPOSED ASPHALT FINISH GRADE
- SNOW STORAGE
- AREA WITHIN FRONT SETBACK

SITE COVERAGE

OVERALL SITE:	13,062 SF
ALLOWABLE SITE COVERAGE:	4,571 SF (35%)
EXISTING COVERAGE:	1,331 SF
PROPOSED ADDITIONAL COVERAGE:	317 SF
TOTAL COVERAGE:	1,648 SF (12.6%)

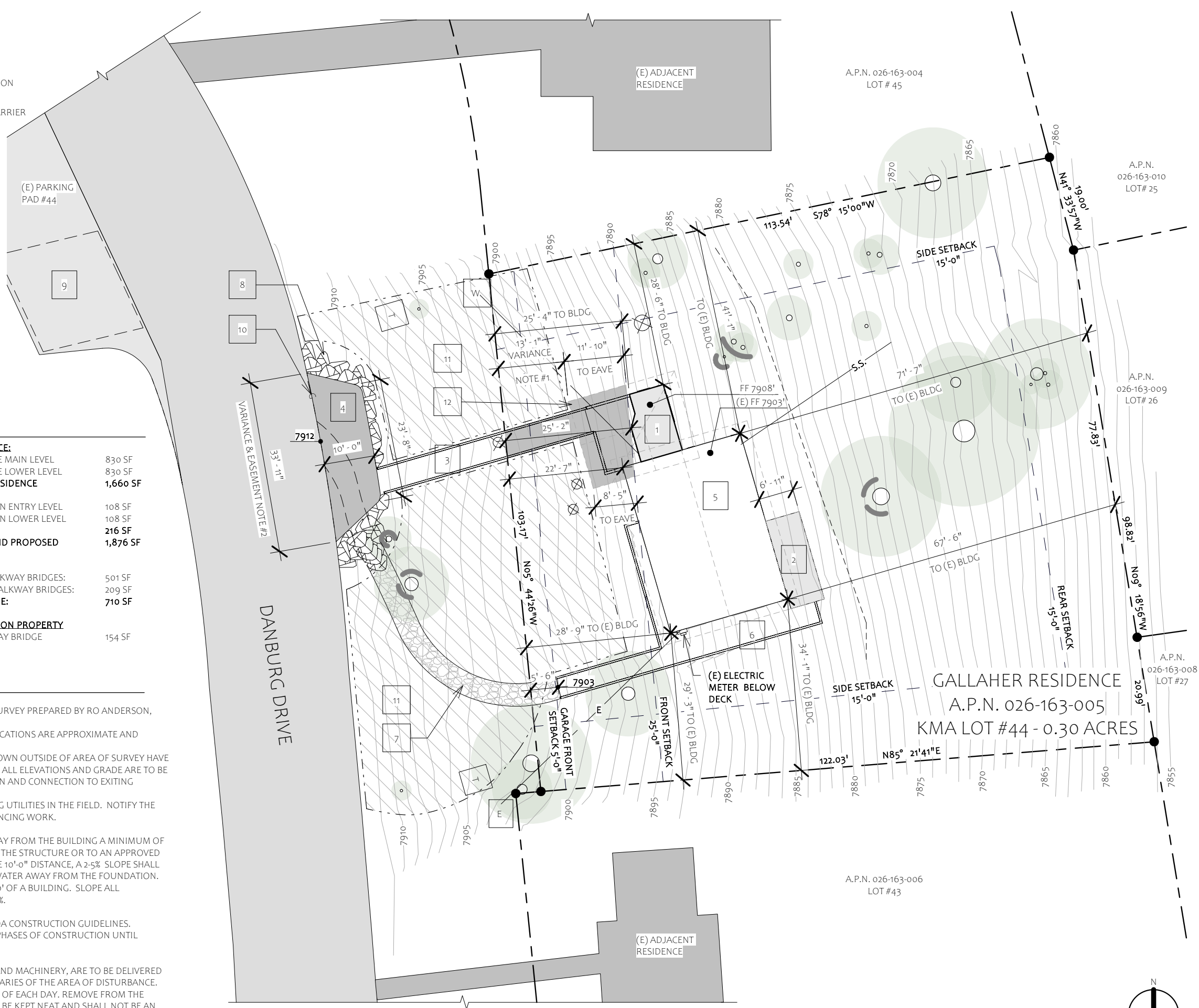
PROJECT DESCRIPTION

THE PROPOSED PROJECT CONSISTS OF AN ENTRY ADDITION TO PROVIDE AN ACCESSIBLE MEANS OF ACCESS FROM THE ROADWAY TO THE EXISTING RESIDENCE. ADDITIONALLY A LAUNDRY ROOM IS PROPOSED IN THE SPACE BENEATH THE PROPOSED ENTRY ADDITION. A BUILT-UP PARKING PAD IS PROPOSED ALONGSIDE THE ROADWAY WITH A PEDESTRIAN BRIDGE CONNECTING THE PARKING PAD AND ADDITION.

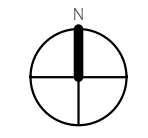
THE PROJECT ALSO PROPOSES TO ADD A ROOF EXTENSION OVER THE EXISTING REAR DECK TO SHED SNOW OVER THE EXISTING RAILING ONTO THE GROUND BELOW. ADDITIONALLY ALL EXISTING GUARD RAILS, DECKING, ROOFING AND SIDING MATERIALS ARE PROPOSED TO BE REPLACED WITH NEW FIRE RESISTANT MATERIALS. NO CHANGES TO EXISTING UTILITIES ARE BEING PROPOSED.

CONDITIONED SPACE:	
EXISTING RESIDENCE MAIN LEVEL	830 SF
EXISTING RESIDENCE LOWER LEVEL	830 SF
TOTAL EXISTING RESIDENCE	1,660 SF
PROPOSED ADDITION ENTRY LEVEL	108 SF
PROPOSED ADDITION LOWER LEVEL	108 SF
TOTAL PROPOSED	216 SF
TOTAL EXISTING AND PROPOSED	1,876 SF
DECKS:	
EXISTING DECK/WALKWAY BRIDGES:	501 SF
PROPOSED DECK/WALKWAY BRIDGES:	209 SF
TOTAL DECK/BRIDGE:	710 SF
PROPOSED SF NOT ON PROPERTY	
PROPOSED WALKWAY BRIDGE	154 SF

- SITE PLAN NOTES:**
- TOPOGRAPHIC SURVEY:**
 - TOPOGRAPHIC AND OTHER SURVEY INFORMATION OBTAINED FROM A SURVEY PREPARED BY RO ANDERSON, DATED AUGUST 10, 2022.
 - TREES SMALLER THAN 6" IN DIAMETER HAVE NOT BEEN SHOWN, TREE LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED IN FIELD.
 - TOPOGRAPHY, SPOT ELEVATIONS AND TREES ON SITE PLAN WHICH AREA SHOWN OUTSIDE OF AREA OF SURVEY HAVE BEEN DEDUCED FROM EXTENSION OF SURVEY COMPONENTS AND SITE VISIT. ALL ELEVATIONS AND GRADE ARE TO BE VERIFIED AND COORDINATED IN THE FIELD. FINAL ELEVATIONS FOR ADDITION AND CONNECTION TO EXISTING STRUCTURES TO BE VERIFIED AND COORDINATED IN THE FIELD.
 - EXISTING UTILITIES:** CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN THE FIELD. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WITH THE DRAWINGS PRIOR TO COMMENCING WORK.
 - FOUNDATION DRAINAGE:** PROVIDE FOUNDATION PERIMETER DRAINAGE.
 - GRADING/DRAINAGE:** SLOPE ALL GRADES ADJACENT TO FOUNDATIONS AWAY FROM THE BUILDING A MINIMUM OF 5%. MAINTAIN THE 5% SLOPE FOR A MINIMUM DISTANCE OF 10' AWAY FROM THE STRUCTURE OR TO AN APPROVED DRAINAGE FACILITY. IF PHYSICAL OBSTRUCTION OR LOT LINES PROHIBIT THE 10'-0" DISTANCE, A 2-5% SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING THE WATER AWAY FROM THE FOUNDATION. PROVIDE 2% MINIMUM SLOPE AT ALL DRAINAGE SWALES LOCATED WITHIN 10' OF A BUILDING. SLOPE ALL IMPERVIOUS SURFACES AWAY FROM BUILDINGS AT A MINIMUM SLOPE OF 2%.
 - CONSTRUCTION MANAGEMENT PLAN:**
 - THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH HOA CONSTRUCTION GUIDELINES.
 - PROVIDE ONGOING PROTECTION OF EXISTING VEGETATION DURING ALL PHASES OF CONSTRUCTION UNTIL COMPLETION OF THE PROJECT.
 - PARKING: COMPLY WITH REQUIREMENTS OF THE HOA.
 - MATERIAL STORAGE/DELIVERY: ALL BUILDING MATERIALS, EQUIPMENT, AND MACHINERY, ARE TO BE DELIVERED TO AND REMAIN WITHIN THE IMPROVEMENT ENVELOPE AND THE BOUNDARIES OF THE AREA OF DISTURBANCE.
 - DEBRIS AND WASTE REMOVAL: CLEAN UP TRASH AND DEBRIS AT THE END OF EACH DAY. REMOVE FROM THE CONSTRUCTION SITE AT LEAST ONCE A WEEK. CONSTRUCTION SITE SHALL BE KEPT NEAT AND SHALL NOT BE AN EYESORE, NUISANCE, OR DETRIMENT TO NEIGHBORING PROPERTIES.
 - HOURS OF CONSTRUCTION: COMPLY WITH LOCAL AND COUNTY REQUIREMENTS AND RESTRICTIONS.
 - FIRE SAFETY: CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL FIRE SAFETY REGULATIONS. PROVIDE A MINIMUM OF 1 SHOVEL AND TWO 20 LB ABC RATED DRY CHEMICAL FIRE EXTINGUISHERS MOUNTED IN PUBLIC VIEW.
 - TEMPORARY POWER, SIGNS, SURVEY LINES, ETC. SHALL NOT BE NAILED TO TREES.
 - PORTABLE TOILET AND DUMPSTER SHALL BE LOCATED IN A LOCATION APPROVED BY THE HOA.



1 PLOT PLAN
1" = 20'-0"



PLOT PLAN

GALLAHER RESIDENCE ENTRY ADDITION
33951 DANBURG DRIVE
KIRKWOOD CA 95646
APN: 026-163-005

SCALE As indicated	
DATE NOVEMBER 15, 2023	
REFERENCE	REVISIONS

A1.1a

All drawings, specifications, and any other documents created by the architect, and other persons working for the architect, including electronic documents, are instruments of service. The instruments of service are to be used solely for this project. The architect will be the sole author and owner of these instruments of service and will retain all rights, common law, and copyrights to these instruments of service.

Amador County Variance Application
33951 Danburg Drive
Kirkwood CA 95646
APN: 026-163-005-000
KMA Lot #44

November 15, 2023

This letter is in request for a variance to the Amador County Development Code front setback requirement in conformance with KMAPC Design Guidelines. Variance is for the development of a proposed entry addition and pedestrian access bridge to the existing single family residence located at APN: 026-163-005-000 (KMA Lot #44). Proposed entry addition does not encroach into the setbacks however the roof of the proposed addition and pedestrian bridge are within the front setback.

The existing residence consists of a two story single family residence. That is access by walking down a gravel pathway to an existing pedestrian bridge at the main level finished floor height. No changes are being proposed to the existing water, sewer or electrical connections. The existing residence doesn't have a propane connection and we are not proposing adding a connection.

The proposed project consists of an entry addition to provide an accessible means of access from the roadway to the existing residence without traversing the steep down grade of the site. A built-up parking pad is proposed alongside Danbury Drive with a pedestrian access bridge connecting the parking pad to the addition at the same level. Additionally a laundry room is proposed in the space beneath the proposed entry addition.

Due to existing conditions and site constraints we are requesting variances to allow the roof of the proposed addition to encroach into the front set to create a covered area at the proposed entry door. The proposed roof would encroach minimum of 8' - 5" on the south to a maximum of 11' - 10" on the north side. The proposed pedestrian access bridge would extend from this covered entry area into the front setback and pass the front property line to the proposed built up parking pad. The proposed encroachments do extend the full 25'-0" of the front setback. The proposed roof encroachment remains outside the 5'-0" garage setback required by the KMAPC Design Guidelines.

The residences located on adjacent properties have similar pedestrian access bridges and are a significant distance away from the proposed entry addition and setback encroachments and adequate space is still provided for snow storage on the north and south side of access bridge.

The proposed addition will provide for improved safety and accessibility to the existing residence, reduce strain of parking pad use and does not negatively impact the adjoining properties and residences.

We will be apply for a non-exclusive easement from KMA for a access connection point beyond the front property line.

Owners would like to begin construction during the summer of 2024 and complete construction the same year if possible. Part or all of construction may be pushed off until summer of 2025 depending on timing of submittals and agency review, contractor availability and snow.

Thank you for your consideration,

Anne-Flore P. Dwyer
EcoSense Designs: Architecture & Planning
PO Box 702
Truckee, CA 96160
O: (530) 214-0864

ENVIRONMENTAL INFORMATION FORM

To be completed by applicant; use additional sheets as necessary.
Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: Gallaher Residence Addition

Date Filed: _____ File No. _____

Applicant/

Developer Ecosense Designs Architecture Landowner Gary and Elaine Gallaher

Address P.O. Box 702 Truckee, CA 96160 Address 33951 Danburg Drive, Kirkwood, CA 95646

Phone No. (530) 220-0531 Phone No. 925-254-3618

Assessor Parcel Number(s) 026-163-005

Existing Zoning District _____

Existing General Plan _____

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies _____
KMAPC Final Design Approval, Amador County Building Department, KMAPC non-exclusive easement

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

ADDITIONAL INFORMATION: Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

YES NO

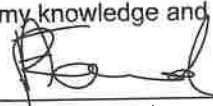
- 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours.
- 18. Change in scenic views or vistas from existing residential areas, public lands, or roads.
- 19. Change in pattern, scale, or character of general area of project.
- 20. Significant amounts of solid waste or litter.
- 21. Change in dust, ash, smoke, fumes, or odors in the vicinity.
- 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns.
- 23. Substantial change in existing noise or vibration levels in the vicinity.
- 24. Site on filled land or has slopes of 10 percent or more.
- 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives.
- 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).
- 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).
- 28. Does this project have a relationship to a larger project or series of projects?

ENVIRONMENTAL SETTING

- 29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).
- 30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).
- 31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 11-15-2023



 (Signature)

For _____

INDEMNIFICATION

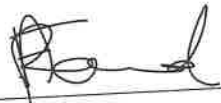
Project: Gallaher Residence Addition

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.
3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

Applicant:



Signature

Owner (if different than Applicant):

Signature

Gallaher Residence
Amador County- Variance Application

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. **Site Size**
13,062 SF
2. **Square Footage of Existing/Proposed Structures**
Existing SF: 1,584 SF
Proposed SF: 1,800 SF
3. **Number of Floors of Construction**
2 Floors of construction
4. **Amount of Off-street Parking Provided (provide accurate detailed parking plan)**
1-Off Street Parking Spaces
5. **Source of Water**
Kirkwood Meadows Public Utility District
6. **Method of Sewage Disposal**
Kirkwood Meadows Public Utility District
7. **Attach Plans**
See attached
8. **Proposed Scheduling of Project Construction**
August 2024
9. **If project to be developed in phases, describe anticipated incremental development.**
N/A- Scope of Project to be completed together
10. **Associated Projects**
N/A
11. **Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.**
See attached Site Plan.
12. **Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.**
Scope of work is for (E) 1-Single Family Residence on APN 026-163-005.
13. **Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.**
N/A
14. **Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.**
N/A
15. **Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.**
N/A

16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

Project scope involves the application and review for a variance to the Amador County Development Code front setback requirement. Variance is for the development of a pedestrian bridge a portion of which is covered for access to the existing single family residence. Proposed pedestrian bridge will provide an accessible connection from the roadway to the residence located at APN: 026-163-005-000 (KMA Lot #44). Project also consists of an entry addition which does not encroach into the setbacks and for which no variance is required.

Project scope involves a non-exclusive easement to be obtained from the Kirkwood Meadows Association (KMAPC) for the construction of a 1 car parking pad and pedestrian bridge encroachment into the right of way. Similar access bridges have been approved by the KMAPC and are located at the adjacent properties on either side of the proposed project site.

Plans have been reviewed by the KMAPC and have received preliminary plan review approval and approval to move forward with a non-exclusive easement for the construction of the parking pad and pedestrian bridge encroachment into the right of way.

ENVIRONMENTAL SETTING

Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).

The existing project site consists of .30 acre (13,062 SF) of native and natural plant vegetation and is a steep sloping lot, sloping from the front (west) of the site towards the rear (east).

The existing structure consists of a two-story single family residence. It is currently accessed on grade down a gravel pathway to an existing pedestrian bridge at the main level finished floor height. This existing bridge is also located within the front setback, however it terminates at the property line 40' from the roadway and with a elevation drop of 9'. The front N/W corner of the existing residence encroaches slightly into front setback at the location of proposed entry addition.

See attached photos of existing site.

Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).

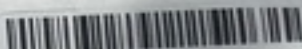
The surrounding sites consist of single family residences on steep sloping lots with natural and native vegetation. Residence on both neighboring site each have an access bridge similar to the one we are proposing.

Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

N/A

RECORDING REQUESTED BY

When Recorded Mail Grant Deed and Tax Statements To:
Gary G. Gallaher and Elaine S. Gallaher
19 Valley Drive,
Orinda, CA 94563



Amador County Recorder
Sheldon D. Johnson
DOC- 2003-0013824-00

REQD BY GARY GALLAHER
Tuesday, SEP 02, 2003 16:16:28
Ttl Pd \$9.00 Nbr-0000066834
SDJ/R1/1-2

APN: 026-163-005-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary Transfer Tax is \$0.00 City Transfer Tax is \$0
 computed on full value of property conveyed, or
 computed full value less value of liens or encumbrances remaining at the time of sale
 unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gary G. Gallaher and Elaine S. Gallaher, husband and wife as community property

Hereby GRANTS to

Gary G. Gallaher and Elaine S. Gallaher, Trustees of the Gallaher Living Trust dated March 18, 1986
the following described real property in the ~~unincorporated area~~ County of Amador, State of California:

See Exhibit "A" attached hereto and made a part hereof

Dated: July 25, 2003

STATE OF CALIFORNIA
COUNTY OF Alameda } ss

On July 25, 2003 before me,
G. Munson personally appeared
Gary G. Gallaher and Elaine S. Gallaher

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

WITNESS my hand and official seal.

Signature G. Munson

Gary G. Gallaher
Gary G. Gallaher

Elaine S. Gallaher
Elaine S. Gallaher



MAIL TAX STATEMENT AS DIRECTED ABOVE

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

LOT 44 OF KIRKWOOD MEADOWS UNIT NO. 1, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON JULY 1, 1970 IN BOOK 3 OF SUBDIVISION MAPS AT PAGE 30, AMADOR COUNTY RECORDS.

EXCEPTING THEREFROM THE TITLE AND EXCLUSIVE RIGHT TO ALL MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED WITHIN OR UNDERLYING SAID LOT, TOGETHER WITH THE EXCLUSIVE RIGHT TO REMOVE THE SAME BELOW A DEPTH OF FIVE HUNDRED FEET.

A. P. N. 026-163-005-000

CLTA Preliminary Report

Note: The following Authorization Form is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.

AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF

Excluding the Notice to Property Owner, the execution of which I understand is my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): Propose works includes adding a 2 story addition and pedestrian bridge to allow for accessible means of entry to the residence from the roadway and proposed built up parking pad. Additional roof extension over the deck on the east.

Project Address: 33951 Danburg Drive, Kirkwood, CA 95646, Amador County

Name of Authorized Agent: Business Design Architecture & Planning 3000 Alameda Drive Telephone Number: (530) 214-0864

Address of Authorized Agent: P.O. Box 702 Truckee, CA 96160

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy. Note: A copy of the owner's driver's license or form notarization must be presented to the Building Department when the permit is issued to verify the property owner's signature.

Property Owner's Signature: Harry M. Hallahan Date: NOV. 1, 2023

E. Elaine S. Hallahan 11/1/23

**COPY DRIVERS LICENSE OR ID IN THE SPACE BELOW
FOR SIGNATURE VERIFICATION**

Comments



ACPC Public Hearing Request for a Variance by Gallaher in Kirkwood

Reid Bennett <reidbe@pacbell.net>

Tue, Jan 9, 2024 at 3:29 PM

To: Amador County Planning Department <planning@amadorgov.org>

Cc: reidbe@pacbell.net

Dear Planning Commission:

I just received the Notice of Public Hearing for the Gallaher Project Proposal. I have participated in a Kirkwood Meadows Association Planning Commission meeting about this project and have expressed my concerns regarding a lack of a workable Snow Storage Plan.

I have owned the two properties directly across the street from the Gallaher property since 1987 and was on the Kirkwood Meadows Association Board of Directors when driveways and garages were approved by that Board. (Before that time, driveways and garages were specifically prohibited by our CC&R's.) I do remember a requirement being put into place that every new project within KMA must have a viable Snow Storage Plan.

My primary concern, having to do with this proposed project, has to do with snow storage. The current construction on the Gallaher property does not adequately allow for sufficient snow storage during normal and heavy winters. So, what actually happens, is that the bulk of the snow for the section of road in front of our properties is plowed onto my properties, which have a slight uphill grade from the road. I do not have a driveway and garage on my property. Last winter, the disproportionate amount of snow plowed from the road and stored on my properties made it extremely difficult -- and almost impossible -- to get to my home.

With the absence of a credible snow storage plan for the Gallaher property, where will the snow be plowed and stored -- in the area of the proposed project? The construction of an entry addition, a garage and a driveway will necessarily, in my estimation, make it impossible to store their share of the snow to be plowed and placed on their property. This, in fact, is already the case! The proposed project will only worsen the current problem. It should be noted that three houses in a row are significantly downslope from the roadway, making it more difficult to snow much snow in front of those houses.

Also, the KMA Board never approved any living space within the setback and this project proposal, with the proposed "entry addition" should not be approved.

I have been neighbors with Gary and Elaine Gallaher since about 1990 and have always gotten along well with them and hold them in high esteem.

However, the proposed project will have deleterious impacts on my property rights and the excessive amounts of snow being plowed onto my properties must cease. Please do not approve this project, as proposed, unless and until a workable Snow Storage Plan has been developed, as it will only exacerbate the situation.

I thank you in advance for your consideration of these concerns.

Reid Bennett



Planning Commission 01-09-24 comment for Item 1

Anne-Flore Dwyer <ecosensedesigns@ecosensedesigns.com>
To: Amador County Planning Department <planning@amadorgov.org>

Tue, Jan 9, 2024 at 4:38 PM

Thanks for sending along.

It seems like he is referencing a much earlier version of the project and not at all what is on the table for approval today.

Thanks,

Anne-Flore Dwyer

Architect - License No. C35719 (CA) / 8969 (NV) - AIA

Ecosense Designs: Architecture & Planning

ecosense.design@gmail.com

(530)220-0531

<http://ecosensedesigns.com>

p.s. please call me Anne-Flore

[Quoted text hidden]

[Quoted text hidden]

<01.09.2024 Bennett.pdf>

MOTION: It was moved by Commissioner Curtis, seconded by Commissioner Wardall, and carried to leave the Planning Commission meeting time at 7:00 p.m.

AYES: Curtis, Wardall, Bennett, Munnerlyn

NOES: Gonsalves

Public Hearings

Item 1 - Request for a variance (V-23;11-1 Gallaher) from the front (25 ft.) setback requirement to allow construction of an entry addition to the existing single-family residence 13.17 feet from the front property line and a pedestrian access bridge. (APN 026-163-005)

Property Owner: Gallaher Living Trust

Applicant: Gary & Elaine Gallaher (Ecosense Designs Architecture, Representative)

Supervisory District: 3

Location: 33951 Danburg Drive, Kirkwood, CA 95646

Ms. Sheppard introduced the item and shared the staff report which is hereby incorporated by reference into these minutes as though set forth in full.

Chair Gonsalves asked if the applicant is present.

Jennifer Brumm, project manager representing Ecosense Designs, introduced herself.

Chair Gonsalves asked if there are any comments.

Reid Bennett stated that he emailed comments earlier and owns two properties across the street from the proposed project. He said that there is already a significant snow storage problem and that his concern is that his property already gets a disproportionate amount of snow stored on it. He shared that there is not much of an area for the snow to go on the proposed project property, that the proposed driveway and garage take away any effective snow storage for that property, and that there really should be a workable snow storage plan. He stated that per the Davis-Sterling Act that variances can be detrimental to neighboring properties and should only occur when necessary and possible. He added that Susan Grijalva years ago said there are no snow storage easements within KMA.

Ms. Brumm pointed out that they received approval from the Kirkwood Meadows Association (KMA) at the July meeting where the project was dramatically decreased. She said that the project now is just a small entry where the building footprint does not go into the front setback and that they are only asking for a variance for a five ft wide pedestrian access bridge made with a metal grate material that the snow can fall through. She added that they are not changing anything in the front setback. She shared that the existing road to the front property line is 35 feet away and that there is almost an 8 ft. drop in elevation from the road to the main level of the property. She said that when the snow is cleared that a lot of the excess snow is, in part, because of the higher elevation of the road on Mr. Reid's side of the road. She added that there are a lot of areas where snow can be stored and that they are only moving the residence access from the right side of the property to the left side of the property so they do not have to walk down a 52 feet gravel pathway to their property.

Chair Gonsalves asked if there is any further public comment.

Mr. Bennett said he is confused about the scope of the project and that it sounds like it is just a five ft. walkway going to the road.

Ms. Sheppard confirmed that the variance request is for an entry addition to the front of the existing dwelling and a pedestrian access bridge and that there is no proposed garage or driveway.

Mr. Bennet indicated then he OK with the smaller project.

Chair Gonsalves asked if there is any other public comment. There was none.

MOTION: It was moved by Commissioner Wardall, seconded by Commissioner Bennett, and unanimously carried to close the public hearing.

Commissioner Curtis asked to confirm that Mr. Bennett is removing his objection.

Commissioner Wardall said that he understood that to be the comment.

Chair Gonsalves stated he also understands that.

Commissioner Wardall said that it is pretty straightforward and that a five foot walkway is not a big infringement.

Commissioner Munnerlyn said that the proposal says that the parking pad is to be built up and asked if there is a parking pad in that location now.

Ms. Brumm responded that there is not.

Commissioner Munnerlyn asked if that location traditionally has been where snow is stored and if it is the only location.

Ms. Brumm replied that there is area to the south and also an additional area to the north side to the right of the parking pad.

Commissioner Munnerlyn said that really would not be accessible for road snow removal equipment to dump it there.

Ms. Brumm replied that they could pull slightly into that parking pad and move the snow over the edge of it.

Commissioner Munnerlyn asked if the existing gravel walkway that it used now can be completely covered with snow.

Ms. Brumm said that it can.

Commissioner Bennett referred to Mr. Bennett's letter and asked if people used to park on the street.

Ms. Brumm responded that it is correct.

Commissioner Bennett said since he has been on the Planning Commission there have been several requests for variances in the Kirkwood area based on topography and that it appears that someone came up with some standards that ignored topography. He asked if that can be corrected.

Ms. Brumm replied that the KMA Board is working on making some modifications to their design guidelines to reduce the number of variances they are seeing in the Kirkwood area.

Commissioner Bennett said that is good to hear and that he is not sure what the Commission can do and reminded that the General Plan is coming up to be redrawn which can be an opportunity to straighten this out.

Commissioner Curtis said that the plan is difficult to read and that he cannot see any topography and that it is hard to grasp what they are asking for.

Ms. Brumm said they had difficulty getting everything on a 11x17 piece of paper and that it was scanned resulting in lesser quality. She referred to the map clarifying the elevation and that they drop about 40 feet from the property line to the curb.

MOTION: It was moved by Commissioner Wardall, seconded by Commissioner Curtis, and unanimously carried to approve the adequacy of the Categorical Exemption and to recommend approval of V-23;11-1 to the Board of Supervisors subject to the findings in the staff report.

Ms. Sheppard stated that the Planning Commission has recommended approval of V-23;11-1 to the Board of Supervisors and that a hearing will be heard at a later date.

Item 2 - Review and possible approval of an Interim Management Plan (IMP) renewal for the South Arkansas Creek Mine pursuant to County Code Section 7.36.185 and Public Resources Code Section 2770.

Mine Operator: Crosspointe 2, LLC (Jason Smith, representative)

Property Owners: Sandra Ballard and Crosspointe 2, LLC

Supervisorial District: 5

Location: 1360 Highway 16, Plymouth, (on the south side of Hwy 16 approximately two miles east of the Sacramento/Amador County line)

Mr. Beatty introduced the item and shared the staff report which is hereby incorporated by reference into these minutes as though set forth in full.

Chair Gonsalves asked if the applicant is present.

Jason Smith was present but had no comments.

Chair Gonsalves asked if there is any public comment or questions from the Commission. There were none.

MOTION: It was moved by Commissioner Curtis, seconded by Commissioner Bennett, and unanimously carried to close the public hearing.

Commissioner Munnerlyn asked Mr. Beatty if the mine has been up to date with their inspections.

Mr. Beatty responded yes and that they undergo an annual reclamation inspection to make sure that the cost to reclaim the mine is backed up with a bond pledged to the County and the Department of Conservation. He added that the inspection occurs every fall.

MOTION: It was moved by Commissioner Munnerlyn, seconded by Commissioner Bennett, and unanimously carried to find that the IMP renewal meets County Code Section 7.36.185 and Public Resources Code Section 2770 and approves the IMP renewal for a period of 5 years commencing from November 30, 2021.

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 6, 2024

SUBJECT

Behavioral Health modification of MOU with DANCO, NPLH Development Sponsor

Recommendation:

Sign revised MOU

4/5 vote required:

No

Distribution Instructions:

Please sign 2 copies of MOU and return to Karen Vaughn, Behavioral Health

ATTACHMENTS

- [Danco Memo to BOS updating MOU 01182024.pdf](#)
- [Amador County Predevelopment MOU Revised 012024.docx](#)
- [DANCO Predevelopment MOU.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 *MC*
From: Melissa Cranfill, Behavioral Health Director
Date: January 18, 2024
RE: Revised MOU with DANCO

Background:

On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home program (NPLH) to dedicate up to \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness, and who also have a serious mental health condition. The bonds are repaid by funding from the Mental Health Services Act (MHSA).

Amador County issued a Request for Qualifications (RFQ) in October 2020 to develop a permanent supportive housing project funded by NPLH, and selected Danco Communities (Danco) as the County's NPLH Development Sponsor in January 2021. Danco will be financially responsible for the NPLH loan which is ultimately issued by HCD to fund the project.

Amador County has an MOU with DANCO from April 2021 in need of revision. The revision is in Section 5, #4 – and adds 13 homeless units.

Recommendation/Request:

.Sign updated MOU

BEHAVIORAL HEALTH DEPARTMENT

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Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



MEMORANDUM OF UNDERSTANDING

Between County of Amador and Danco Communities

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "Predevelopment MOU" or "Agreement," is made and entered into on this ___ day of _____, 2023, by and between the County of Amador, a political subdivision of the State of California, through its Health and Human Service Agency, Behavioral Health Department (hereinafter known as "County"), and Danco Communities, a California for-profit limited liability corporation (hereinafter known as "Danco"). Together all the above entities shall be referred to hereafter as the "Parties."

WHEREAS, Danco proposes to develop and provide property management services for housing affordable to Low Income Households (the "Development") located in Amador County, California. A portion of the units will be dedicated to house adults 18 years or older with serious mental health disabilities that are eligible under the No Place Like Home ("NPLH") Program;

WHEREAS, NPLH is administered by the California State Department of Housing and Community Development ("HCD") and provides financing for the development of Permanent Supportive Housing for individuals living with serious mental health disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. The supportive housing is required to be linked with supportive services. The services assist the NPLH tenant to retain housing, improve his or her health, and increase his or her self-sufficiency;

WHEREAS, the County, through its Health and Human Services Agency, Behavioral Health Department, administers the County of Amador NPLH programs;

WHEREAS, the County and Danco will seek approval from HCD to use NPLH capital funds for constructing the Development; and

WHEREAS, the funding award will be made directly to Danco or an affiliate of Danco through agreements with HCD, and the County shall commit to provide supportive services to NPLH eligible residents for the term of the project loans (20 years).

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Definitions

A. Continuum of Care (CoC): a group organized to carry out responsibilities required by the U.S. Department of Housing and Urban Development (HUD) for addressing homelessness in a particular geographic area that is composed of representatives of local organizations that serve homeless and formerly homeless persons.

B. Coordinated Entry System (CES): a process implemented by a CoC to standardize the way individuals and families at risk of homelessness or experiencing homelessness are assessed for and referred to appropriate housing and services, including a system for prioritizing individuals and families with the greatest needs.

C. Housing First Guidelines: An evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing homeless persons with permanent housing as quickly as possible, with low barriers to entry, and provision of services on a voluntary basis that does not make access to housing contingent on participation in services.

D. Low Income Households: Households that earn less than 80% of the Area Median Income, as annually calculated by HUD.

E. No Place Like Home (NPLH): A program administered by HCD that funds the development of Permanent Supportive Housing for NPLH Target Populations.

F. NPLH Target Populations: Adults who have a serious mental disorder, or seriously emotionally disturbed children or adolescents, who are Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness, as defined in Section 101 of the No Place Like Home Guidelines.

G. NPLH-Assisted Households: Households that meet the NPLH Target Population criteria and that will reside in housing funded by NPLH.

H. NPLH-Assisted Units: Units within an NPLH funded project that are occupied by NPLH-Assisted Households, that are designated by the applicant and HCD to receive NPLH assistance, and that are subject to the rent, occupancy, and other restrictions specified in NPLH Guidelines as a result of NPLH financial assistance. (Section 101 of the No Place Like Home Guidelines).

I. Operational MOU: An MOU between the Parties that will replace this Agreement, entered into after Danco secures site control and land use entitlements, and prior to the Parties' submission of a joint application for Competitive NPLH funds in the fourth NPLH Funding Round. The Operational MOU will include a more detailed delineation of the Parties responsibilities for the preparation and submission of the Competitive NPLH application, the County's responsibilities for the provision of supportive services, and Danco's responsibilities for Development ownership, operation, and management.

J. Permanent Supportive Housing: Housing without a designated length of stay and a lease term of at least one year, in which supportive services are provided to assist homeless persons with a disability to live independently.

K. Resident Services: Services that are made available to all tenants of an affordable housing development, which primarily consist of community-building activities, educational classes, and/or information and referral to a variety of community-based services.

L. Supportive Services: Services provided directly to tenants in NPLH-funded Permanent Supportive Housing, either on-site or off-site, which assist in the retention of housing, improving health status, and maximizing the potential for independent living. These include, at a minimum, case management, peer support, mental health care, substance use services, linkages to physical health care, benefits counseling and advocacy, and basic housing retention skills.

Section 2. Intent

The intention of this Predevelopment MOU is to outline the roles and responsibilities among the Parties with regard to predevelopment activities necessary to prepare the Development to apply for Competitive NPLH funds in the fourth NPLH funding round in early 2022 and TCAC in 2024.

Section 3. Term

This Agreement shall become effective upon its execution by the Parties and shall continue until December 31, 2025. This Agreement may be terminated prior to the end of the Agreement term, or extended beyond the Agreement term, as agreed to by both Parties. It is anticipated that an Operational MOU will replace this Predevelopment MOU prior to its termination date.

Section 4. Guiding Principles

- Parties agree to work cooperatively, establishing a foundation of trust and partnership, to complete the predevelopment activities necessary to construct the Development, as described in Sections 5 and 6 of this Agreement.
- The Development will provide affordable rental housing to Low Income Households,
- and will meet the definition of Permanent Supportive Housing that adheres to Housing First Guidelines, as defined in this Agreement.
- In order to provide a primary source of funding for the Development, County and
- Danco will cooperatively conduct predevelopment work necessary to prepare for a Competitive NPLH Application submission in the fourth NPLH funding round, anticipated to be due in early 2022.
- NPLH-Assisted Households that reside in the Development will be referred by the
- County through the Central Sierra Continuum of Care Coordinated Entry System (CES), as defined in this Agreement.
- All mental health services shall be client-driven and coordinated with the needs
- and wishes of the NPLH-Assisted Household.
- On-site and off-site supportive services provided by the County will be made available to NPLH-Assisted Households on a voluntary basis.
- All Parties shall protect tenant privacy in the delivery of services.
- The supportive services provided at the Development shall include linkage to community services.

Section 5. Responsibilities of Parties

- Responsibilities of Danco are as follows:
 1. Comply with the Guiding Principles in Section 4 of this Agreement in planning and budgeting for construction and management of the Development.
 - 2.
 3. Diligently pursue the funding, design, and construction of the Development in alignment with the Section 6 Timeline of this Agreement.
 - 4.
 5. Ensure that the design and construction of the Development will meet Americans with Disabilities Act (ADA) (42 U.S.C. sections 12101, et seq.) requirements for accessibility.
 - 6.

7. Plan and budget the Development to comply with Federal and State Labor Laws, including the payment of Prevailing Wages, if required by the County or other lenders.
 - 8.
 9. Plan and budget for the provision of experienced and qualified property management of the Development, and comply with all applicable Federal and State Fair Housing Laws (Government Code sections 12900, et seq.).
 10. Plan and budget for the provision of Resident Services that will be made available to all Development residents.
- Responsibilities of the County are as follows:
 1. Comply with the Guiding Principles in Section 4 of this Agreement in planning and budgeting for construction and management of the Development.
 2. Assist Danco in identifying property, understanding use permit and planning requirements, and securing funding sources for the Development.
 3. Coordinate with other levels of local government to facilitate the design, construction, and operation of the Development.
 4. Plan and budget for the provision of direct Supportive Services, including case management and mental healthcare, to 22 NPLH-Assisted Households residing in the Development, per Section 203 of the NPLH Guidelines and 13 Homeless Units.
 5. Set up systems to screen all households referred through CES for NPLH-Assisted Units at the Development to meet NPLH requirements.

Section 6. **Timeline**

- A. Within one month of execution of this Agreement, Danco will provide County with its two most recent years of audited financials; qualifications and experience of the entity that will provide property management for the Development; and a statement as to whether Danco or any entity it controls is in default, or the subject of a lawsuit.
- B. As of September 30, 2021, Danco will secure site control of the property where the Development will be constructed, in the form of a purchase contract, a lease, a leasehold interest, an exclusive negotiation agreement, a disposition and development agreement, or fee title.
- C. Within one month of securing site control, Danco will provide to the County: a proposed ownership and financial structure narrative and budget, a timeline, and conceptual design plans for the Development.
- D. As of December 31, 2023, Danco will secure city or county land use entitlements necessary to build the Development in the form of an administrative zoning approval, use permit, planned unit development permit, and/or zoning change.

Section 7. Termination of this Agreement

Either County or Danco may terminate this Agreement upon breach of this Agreement by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party within thirty (30) days of delivery of the notice of breach, or such extended period as is agreed necessary to cure the breach, such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected.

Section 8. Changes to this Agreement

This Agreement may be amended by written mutual consent of Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and any required third party consents have been obtained.

All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery service such as Federal Express.

Notices to the County shall be addressed as follows:

Amador County Behavioral Health Services
10877 Conductor, Blvd., Suite 300
Sutter Creek, CA 95685

Notices to Danco shall be addressed as follows:

5251 Ericson Way, Suite A
Arcata, CA 95521

Section 9. Miscellaneous Provisions

- A. SEVERABILITY: If any provisions in this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalid in anyway.

- B. DELEGATION AND ASSIGNMENT: Danco shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without prior written consent of County, and any prohibited delegation or assignment shall be null and void; provided, however, no consent is required for Danco to assign its rights and duties as development sponsor and owner under this Agreement to an affiliated single purpose entity whose purpose is to provide for the continued development, ownership, and operation of the Development.

- C. ENTIRE AGREEMENT: This document and the documents referred to herein or exhibits hereto are the entire Predevelopment MOU Agreement between the Parties and they incorporate or supersede all prior written or oral agreements or understandings.

- D. COMPLIANCE and NON-DISCRIMINATION: All Parties warrant and certify that, in the performance of this Agreement, they shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Amador, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All Parties further warrant and certify that they shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

Danco shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

Danco and represents that it is in compliance with and shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- E. HOLD HARMLESS-INDEPENDENT PROJECT SPONSOR/DEVELOPER AND PROPERTY MANAGEMENT: It is understood and agreed by Parties that Danco is an independent entity and that no relationship of employer-employee exists between the Parties hereto outside of what is explicitly declared and outlined in this Agreement. Danco shall not be entitled to any

benefits payable to employees of County, including County Workers' Compensation Benefits. County is not required to make any deductions from the compensation payable to Danco under the provisions of this Agreement; and as an independent entity, Danco hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employees relationship exists by reason of this Agreement.

- F. **CHILD SUPPORT COMPLIANCE PROGRAM:** Danco warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- G. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:** Danco officers, employees, and agents, and subcontractors performing the work or services required by this Agreement, shall obtain and maintain in effect all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.
- H. **CONFLICT OF INTEREST:** Danco officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

Section 10. Insurance and Indemnification

- A. Danco shall defend, indemnify, and hold County, its officers, agents and employees, free and harmless from any claim and/or liability whatsoever, including wrongful death, based or asserted upon any acts or omission of Danco, its agents, representatives, employees, and subcontractors, relating to or in any way connected with or arising from the performance of the work under this Agreement by Danco, its agents, representatives, employees, and subcontractors.
- B. Without limiting Danco's indemnification of the County, Danco shall procure and maintain for the duration of this contract, insurance against claims for

injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Danco, Danco's agents, representatives, employees, and subcontractors. At the very least, Danco shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Standard Insurance Requirements for County contracts (Attachment A), which by reference is incorporated hereto. Certificates evidencing the maintenance of Danco's insurance coverage shall be filed with County. Said certificates must be on file prior to services performed under this Agreement.

Section 11. Choice of Law; Jurisdiction and Venue

This Agreement is to be construed under the laws of the State of California. The Parties agree that venue is proper in state and federal courts having jurisdiction in the County of Amador, State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Amador, State of California, on the dates set forth below, and each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

Danco

By: _____

Date: _____

Name: _____

Title: _____

County of Amador

By: _____

Brian Oneto, Chair

Amador County Board of Supervisors

Date: _____

ATTEST:

Clerk, Board of Supervisors

By: _____

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

BY: _____

Gregory Gillott
County Counsel

Attachment A

1. 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:

- 1.1 Minimum Scope and Limit of insurance: Coverage shall be at least as broad as:

- 1.1.1 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.

- 1.1.2 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.

- 1.1.3 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).

- 1.1.4 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.

- 1.2 **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).

- 1.2.2 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.
- 1.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 1.2.4 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.

- 1.6** 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.**
- 1.7 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.
- 1.8 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.

PREDEVELOPMENT MEMORANDUM OF UNDERSTANDING
Between County of Amador and Danco Communities

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “Predevelopment MOU” or “Agreement,” is made and entered into on this ___ day of _____, 2021, by and between the County of Amador, a political subdivision of the State of California, through its Health and Human Service Agency, Behavioral Health Department (hereinafter known as “County”), and Danco Communities, a California for-profit limited liability corporation (hereinafter known as “Danco”). Together all the above entities shall be referred to hereafter as the “Parties.”

WHEREAS, Danco proposes to develop and provide property management services for housing affordable to Low Income Households (the "Development") located in Amador County, California. A portion of the units will be dedicated to house adults 18 years or older with serious mental health disabilities that are eligible under the No Place Like Home ("NPLH") Program;

WHEREAS, NPLH is administered by the California State Department of Housing and Community Development ("HCD") and provides financing for the development of Permanent Supportive Housing for individuals living with serious mental health disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. The supportive housing is required to be linked with supportive services. The services assist the NPLH tenant to retain housing, improve his or her health, and increase his or her self-sufficiency;

WHEREAS, the County, through its Health and Human Services Agency, Behavioral Health Department, administers the County of Amador NPLH programs;

WHEREAS, the County and Danco will seek approval from HCD to use NPLH capital funds for constructing the Development; and

WHEREAS, the funding award will be made directly to Danco or an affiliate of Danco through agreements with HCD, and the County shall commit to provide supportive services to NPLH eligible residents for the term of the project loans (20 years).

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Definitions

A. Continuum of Care (CoC): a group organized to carry out responsibilities required by the U.S. Department of Housing and Urban Development (HUD) for addressing homelessness in a particular geographic area that is composed of representatives of local organizations that serve homeless and formerly homeless persons.

B. Coordinated Entry System (CES): a process implemented by a CoC to standardize the way individuals and families at risk of homelessness or experiencing homelessness are assessed for and referred to appropriate housing and services, including a system for prioritizing individuals and families with the greatest needs.

- C. **Housing First Guidelines:** An evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing homeless persons with permanent housing as quickly as possible, with low barriers to entry, and provision of services on a voluntary basis that does not make access to housing contingent on participation in services.
- D. **Low Income Households:** Households that earn less than 80% of the Area Median Income, as annually calculated by HUD.
- E. **No Place Like Home (NPLH):** A program administered by HCD that funds the development of Permanent Supportive Housing for NPLH Target Populations.
- F. **NPLH Target Populations:** Adults who have a serious mental disorder, or seriously emotionally disturbed children or adolescents, who are Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness, as defined in Section 101 of the No Place Like Home Guidelines.
- G. **NPLH-Assisted Households:** Households that meet the NPLH Target Population criteria and that will reside in housing funded by NPLH.
- H. **NPLH-Assisted Units:** Units within an NPLH funded project that are occupied by NPLH-Assisted Households, that are designated by the applicant and HCD to receive NPLH assistance, and that are subject to the rent, occupancy, and other restrictions specified in NPLH Guidelines as a result of NPLH financial assistance. (Section 101 of the No Place Like Home Guidelines).
- I. **Operational MOU:** An MOU between the Parties that will replace this Agreement, entered into after Danco secures site control and land use entitlements, and prior to the Parties' submission of a joint application for Competitive NPLH funds in the fourth NPLH Funding Round. The Operational MOU will include a more detailed delineation of the Parties responsibilities for the preparation and submission of the Competitive NPLH application, the County's responsibilities for the provision of supportive services, and Danco's responsibilities for Development ownership, operation, and management.
- J. **Permanent Supportive Housing:** Housing without a designated length of stay and a lease term of at least one year, in which supportive services are provided to assist homeless persons with a disability to live independently.
- K. **Resident Services:** Services that are made available to all tenants of an affordable housing development, which primarily consist of community-building activities, educational classes, and/or information and referral to a variety of community-based services.
- L. **Supportive Services:** Services provided directly to tenants in NPLH-funded Permanent Supportive Housing, either on-site or off-site, which assist in the retention of

housing, improving health status, and maximizing the potential for independent living. These include, at a minimum, case management, peer support, mental health care, substance use services, linkages to physical health care, benefits counseling and advocacy, and basic housing retention skills.

Section 2. Intent

The intention of this Predevelopment MOU is to outline the roles and responsibilities among the Parties with regard to predevelopment activities necessary to prepare the Development to apply for Competitive NPLH funds in the fourth NPLH funding round in early 2022.

Section 3. Term

This Agreement shall become effective upon its execution by the Parties and shall continue until December 31, 2021. This Agreement may be terminated prior to the end of the Agreement term, or extended beyond the Agreement term, as agreed to by both Parties. It is anticipated that an Operational MOU will replace this Predevelopment MOU prior to its termination date.

Section 4. Guiding Principles

- Parties agree to work cooperatively, establishing a foundation of trust and partnership, to complete the predevelopment activities necessary to construct the Development, as described in Sections 5 and 6 of this Agreement.
- The Development will provide affordable rental housing to Low Income Households, and will meet the definition of Permanent Supportive Housing that adheres to Housing First Guidelines, as defined in this Agreement.
- In order to provide a primary source of funding for the Development, County and Danco will cooperatively conduct predevelopment work necessary to prepare for a Competitive NPLH Application submission in the fourth NPLH funding round, anticipated to be due in early 2022.
- NPLH-Assisted Households that reside in the Development will be referred by the County through the Central Sierra Continuum of Care Coordinated Entry System (CES), as defined in this Agreement.
- All mental health services shall be client-driven and coordinated with the needs and wishes of the NPLH-Assisted Household.
- On-site and off-site supportive services provided by the County will be made available to NPLH-Assisted Households on a voluntary basis.
- All Parties shall protect tenant privacy in the delivery of services.
- The supportive services provided at the Development shall include linkage to community services.

Section 5. Responsibilities of Parties

A. Responsibilities of Danco are as follows:

1. Comply with the Guiding Principles in Section 4 of this Agreement in planning and budgeting for construction and management of the Development.
2. Diligently pursue the funding, design, and construction of the Development in alignment with the Section 6 Timeline of this Agreement.
3. Ensure that the design and construction of the Development will meet Americans with Disabilities Act (ADA) (42 U.S.C. sections 12101, *et seq.*) requirements for accessibility.
4. Plan and budget the Development to comply with Federal and State Labor Laws, including the payment of Prevailing Wages, if required by the County or other lenders.
5. Plan and budget for the provision of experienced and qualified property management of the Development, and comply with all applicable Federal and State Fair Housing Laws (Government Code sections 12900, *et seq.*).
6. Plan and budget for the provision of Resident Services that will be made available to all Development residents.

B. Responsibilities of the County are as follows:

1. Comply with the Guiding Principles in Section 4 of this Agreement in planning and budgeting for construction and management of the Development.
2. Assist Danco in identifying property, understanding use permit and planning requirements, and securing funding sources for the Development.
3. Coordinate with other levels of local government to facilitate the design, construction, and operation of the Development.
4. Plan and budget for the provision of direct Supportive Services, including case management and mental healthcare, to NPLH-Assisted Households residing in the Development, per Section 203 of the NPLH Guidelines.
5. Set up systems to screen all households referred through CES for NPLH-Assisted Units at the Development to meet NPLH requirements.

Section 6. Timeline

- A. Within one month of execution of this Agreement, Danco will provide County with its two most recent years of audited financials; qualifications and experience of the entity that will provide property management for the Development; and a statement as to whether Danco or any entity it controls is in default, or the subject of a lawsuit.

- B. As of September 30, 2021, Danco will secure site control of the property where the Development will be constructed, in the form of a purchase contract, a lease, a leasehold interest, an exclusive negotiation agreement, a disposition and development agreement, or fee title.
- C. Within one month of securing site control, Danco will provide to the County: a proposed ownership and financial structure narrative and budget, a timeline, and conceptual design plans for the Development.
- D. As of December 31, 2021, Danco will secure city or county land use entitlements necessary to build the Development in the form of an administrative zoning approval, use permit, planned unit development permit, and/or zoning change.

Section 7. Termination of this Agreement

Either County or Danco may terminate this Agreement upon breach of this Agreement by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party within thirty (30) days of delivery of the notice of breach, or such extended period as is agreed necessary to cure the breach, such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected.

Section 8. Changes to this Agreement

- A. This Agreement may be amended by written mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and any required third party consents have been obtained.
- B. All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery service such as Federal Express.

Notices to the County shall be addressed as follows:

Amador County Behavioral Health Services
10877 Conductor, Blvd., Suite 300
Sutter Creek, CA 95685

Notices to Danco shall be addressed as follows:

5251 Ericson Way, Suite A
Arcata, CA 95521

Section 9. Miscellaneous Provisions

- A. SEVERABILITY: If any provisions in this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalid in any way.
- B. DELEGATION AND ASSIGNMENT: Danco shall not delegate its duties or assign its rights under this Agreement, or both, either in whole or in part, without prior written consent of County, and any prohibited delegation or assignment shall be null and void; provided, however, no consent is required for Danco to assign its rights and duties as development sponsor and owner under this Agreement to an affiliated single purpose entity whose purpose is to provide for the continued development, ownership, and operation of the Development.
- C. ENTIRE AGREEMENT: This document and the documents referred to herein or exhibits hereto are the entire Predevelopment MOU Agreement between the Parties and they incorporate or supersede all prior written or oral agreements or understandings.
- D. COMPLIANCE and NON-DISCRIMINATION: All Parties warrant and certify that, in the performance of this Agreement, they shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Amador, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All Parties further warrant and certify that they shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

Danco shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

Danco and represents that it is in compliance with and shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- E. HOLD HARMLESS-INDEPENDENT PROJECT SPONSOR/DEVELOPER AND PROPERTY MANAGEMENT: It is understood and agreed by Parties that Danco is an independent entity and that no relationship of employer-employee exists between the Parties hereto outside of what is explicitly declared and outlined in this Agreement. Danco shall not be entitled to any

benefits payable to employees of County, including County Workers' Compensation Benefits. County is not required to make any deductions from the compensation payable to Danco under the provisions of this Agreement; and as an independent entity, Danco hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employees relationship exists by reason of this Agreement.

- F. CHILD SUPPORT COMPLIANCE PROGRAM: Danco warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- G. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Danco officers, employees, and agents, and subcontractors performing the work or services required by this Agreement, shall obtain and maintain in effect all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.
- H. CONFLICT OF INTEREST: Danco officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

Section 10. Insurance and Indemnification

- A. Danco shall defend, indemnify, and hold County, its officers, agents and employees, free and harmless from any claim and/or liability whatsoever, including wrongful death, based or asserted upon any acts or omission of Danco, its agents, representatives, employees, and subcontractors, relating to or in any way connected with or arising from the performance of the work under this Agreement by Danco, its agents, representatives, employees, and subcontractors.
- B. Without limiting Danco's indemnification of the County, Danco shall procure and maintain for the duration of this contract, insurance against claims for

injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Danco, Danco's agents, representatives, employees, and subcontractors. At the very least, Danco shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Standard Insurance Requirements for County contracts (Attachment A), which by reference is incorporated hereto. Certificates evidencing the maintenance of Danco's insurance coverage shall be filed with County. Said certificates must be on file prior to services performed under this Agreement.

Section 11. Choice of Law; Jurisdiction and Venue

This Agreement is to be construed under the laws of the State of California. The Parties agree that venue is proper in state and federal courts having jurisdiction in the County of Amador, State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Amador, State of California, on the dates set forth below, and each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

Danco

By: 

Date: 4/9/21

Name: Chris Dart

Title: Secretary

County of Amador

By: 
(Frank Axe), Chair


Amador County Board of Supervisors

Date: _____

ATTEST:

(Heather Peek) Deputy

Clerk, Board of Supervisors

By: 
Deputy

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

BY: 
Gregory Gillott
County Counsel

Attachment A

1. 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:

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

- 1.1.1 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.

- 1.1.2 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.

- 1.1.3 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).

- 1.1.4 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.

- 1.2 **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).

1.2.2 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.

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

1.2.4 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.

1.3 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.

1.4 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.

1.5 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.

- 1.6 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.
- 1.7 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.
- 1.8 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.

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: February 6, 2024

SUBJECT

Approve Purchase of Unbudgeted Fixed Assets (Vehicles) for the Sheriff's Department

Recommendation:

Board Approval is requested. There are funds available to properly place these orders, but they will not be received until next year, so the 24/25 budget will need to reflect that fact.

4/5 vote required:

Yes

Distribution Instructions:

Sheriff, Auditor-Controller

ATTACHMENTS

- [IncreaseBudget.pdf](#)



MEMORANDUM

TO: AMADOR COUNTY BOARD OF SUPERVISORS

FROM: JARRET BENOVA, UNDERSHERIFF

DATE: January 24, 2024

SUBJECT: Approve Purchase of Unbudgeted Fixed Asset

Background: The Sheriff's Office would like to add two (2) additional vehicles, 2025 Ford F150s, to the Patrol Bureau of the Sheriff's Office. These vehicles were not originally budgeted for in the FY 23-24 budget process, with the current four (4) requested units. Due to the timing of order banks with Ford, as well as the autoworker strike that occurred in November, the ordering window for the calendar year is small, therefore ordering the needed vehicles for the 24-25 fiscal year is pertinent to the Sheriff's Office operations.

Subject or Key Issue: 1.) Authorize the Purchasing Agent to facilitate the purchase of two (2) 2025 Ford F150s to be utilized by Amador County Sheriff's Office, in the amount not to exceed \$130,000.00.

Alternative(s): Decline the purchase of the vehicles at this time.

Fiscal or Staffing Impacts: Adequate funds are available to be utilized from the motor pool replacement fund.

4/5ths vote: Yes

Recommendation(s): 1.) Authorize the Purchasing Agent to facilitate the purchase of two (2) 2025 Ford F150s, in the amount not to exceed \$130,000.00

cc: Chuck Iley, CAO
file

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 6, 2024

SUBJECT

Amended Consolidated Wage Plan and amended Service Employees International Union Local 1021 Classification and Wage plan.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst and Human Resources

ATTACHMENTS

- [Memo-updated Wage Plans-Salary Schedules.doc](#)
- [Consolidated Salaries 10.1.2023 Amended 2.6.2024.pdf](#)
- [SEIU GENERAL UNIT 10.01.2023 Amended 2.06.2024.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: January 30, 2024

SUBJECT: Agenda Item for February 6, 2024 Board Consent Agenda
Amended Consolidated Wage Plan and amended Service Employees International
Union (SEIU) Local 1021 Classification and Wage Plan

The amended MHSAs Programs Coordinator job description was approved at the January 23, 2024 Board meeting. The amendment also included changing the classification title to Behavioral Health Non-Clinical Program Coordinator. Therefore please approve the Consolidated Wage Plan and SEIU Local 1021 Classification and Wage Plan to reflect this change. There was no change to the pay range or pay rate.

If the Board does not approve the amended Consolidated Wage Plan and amended SEIU Local 1021 Classification and Wage Plan, they will not reflect the correct classification titles and we will not be complying with California Code of Regulations Section 570.5.



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 2/6/2024)

* 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 Official	\$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 Behavioral Health Non-Clinical Program 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
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
GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
4% Increase
Effective 10/01/2023
(Amended 2/6/2024)**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2052	4-H Program Coordinator	25.10	26.36	27.67	29.06	30.51	C
2418	Accountant I	28.76	30.20	31.71	33.29	34.96	C
2704	Accountant II	31.62	33.20	34.86	36.60	38.43	C
1186	Administrative Asst I	16.44	17.26	18.13	19.03	19.98	C
1348	Administrative Asst II	18.06	18.96	19.91	20.91	21.95	C
1529	Administrative Asst II-Translator	19.87	20.86	21.91	23.00	24.15	C
1529	Administrative Asst, Sr	19.87	20.86	21.91	23.00	24.15	C
2268	Administrative Legal Secretary	27.26	28.62	30.05	31.56	33.13	C
1904	Administrative Secretary	23.62	24.80	26.04	27.34	28.71	C
2050	Administrative Supervisor	25.08	26.33	27.65	29.03	30.48	C
2141	Administrative Technician	25.99	27.29	28.65	30.09	31.59	C
1932	Agriculture & Standards Insp I	23.90	25.10	26.35	27.67	29.05	C
2261	Agriculture & Standards Insp II	27.19	28.55	29.98	31.48	33.05	C
2670	Agriculture & Standards Insp III	31.28	32.84	34.49	36.21	38.02	C
1284	Agriculture Technician	17.42	18.29	19.21	20.17	21.17	C
1460	Agriculture Technician/GIS Asst	19.18	20.14	21.15	22.20	23.31	C
2397	Air Pollution Inspector I	28.55	29.98	31.48	33.05	34.70	C
2827	Air Pollution Inspector II	32.85	34.49	36.22	38.03	39.93	C
2271	Air Pollution Technician	27.29	28.65	30.09	31.59	33.17	C
1186	Airport Assistant	16.44	17.26	18.13	19.03	19.98	C
3458	Airport Manager	39.16	41.12	43.17	45.33	47.60	E
1352	Animal Care Technician I	18.10	19.01	19.96	20.95	22.00	C
1676	Animal Care Technician II	21.34	22.41	23.53	24.70	25.94	C
1480	Animal Control Office Coord	19.38	20.35	21.37	22.43	23.56	C
1480	Animal Control Officer I	19.38	20.35	21.37	22.43	23.56	C
1676	Animal Control Officer II	21.34	22.41	23.53	24.70	25.94	C
1996	Animal Control Officer III	24.54	25.77	27.06	28.41	29.83	C
2194	Appraiser I	26.52	27.85	29.24	30.70	32.24	C
2738	Appraiser II	31.96	33.56	35.24	37.00	38.85	C
1186	Archives Assistant	16.44	17.26	18.13	19.03	19.98	C
1813	Archivist	22.71	23.85	25.04	26.29	27.60	C
2862	Assistant in Civil Engineering I	33.20	34.86	36.60	38.43	40.35	C
3194	Assistant in Civil Engineering II	36.52	38.35	40.26	42.28	44.39	C
3742	Associate Civil Engineer	42.00	44.10	46.31	48.62	51.05	E
2167	Auditor-Appraiser I	26.25	27.56	28.94	30.39	31.91	C
2738	Auditor-Appraiser II	31.96	33.56	35.24	37.00	38.85	C
1855	Behavioral Health Aide	23.13	24.29	25.50	26.78	28.11	C
2090	Behavioral Health Care Counselor I	25.48	26.75	28.09	29.50	30.97	C
2343	Behavioral Health Care Counselor II	28.01	29.41	30.88	32.43	34.05	C
2787	Behavioral Health Care Supv (A/D)	32.45	34.07	35.78	37.56	39.44	E
2460	Bldg Code Compliance Ofc/CEA	29.18	30.64	32.17	33.78	35.47	C
2280	Bridge & Sign Maint Spec	27.38	28.75	30.19	31.70	33.28	C
2302	Building Inspector I	27.60	28.98	30.43	31.95	33.55	C
2581	Building Inspector II	30.39	31.91	33.50	35.18	36.94	C
2884	Building Inspector III	33.42	35.09	36.85	38.69	40.62	C
3151	Building Inspector Supervisor	36.09	37.89	39.79	41.78	43.87	C
1749	Building Maint Worker I	22.07	23.17	24.33	25.55	26.83	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1968	Building Maint Worker II	24.26	25.47	26.75	28.08	29.49	C
2211	Building Maint Worker III	26.69	28.02	29.43	30.90	32.44	C
2042	Building Permit Technician I	25.00	26.25	27.56	28.94	30.39	C
2292	Building Permit Technician II	27.50	28.88	30.32	31.83	33.43	C
1813	Cadastral Drafting Technician I	22.71	23.85	25.04	26.29	27.60	C
2130	Cadastral Drafting Technician II	25.88	27.17	28.53	29.96	31.46	C
2749	Code Enforcement Officer	32.07	33.67	35.36	37.13	38.98	C
2555	Communications Systems Tech	30.13	31.64	33.22	34.88	36.62	C
2565	Community Development Senior Technician	30.23	31.74	33.33	35.00	36.74	C
2042	Community Development Technician I	25.00	26.25	27.56	28.94	30.39	C
2292	Community Development Technician II	27.50	28.88	30.32	31.83	33.43	C
2677	Compliance Officer	31.35	32.92	34.56	36.29	38.11	C
1945	Compliance Specialist	24.03	25.23	26.49	27.82	29.21	C
2090	Construction Worker	25.48	26.75	28.09	29.50	30.97	C
2343	Construction Worker, Sr	28.01	29.41	30.88	32.43	34.05	C
1164	Custodian I	16.22	17.03	17.88	18.78	19.72	C
1327	Custodian II	17.85	18.74	19.68	20.66	21.70	C
2170	Dep Public Cons/Guardian/Admin I	26.28	27.59	28.97	30.42	31.94	C
2564	Deputy Public Cons/Guardian Admin II	30.22	31.73	33.32	34.98	36.73	C
3194	Deputy Surveyor/ Deputy Registrar of Voters	36.52	38.35	40.26	42.28	44.39	C
3022	Director of Victim Witness Assistance Bureau	34.80	36.54	38.37	40.29	42.30	E
2825	Elections Supervisor	32.83	34.47	36.20	38.00	39.91	C
1186	Elections Support Worker	16.44	17.26	18.13	19.03	19.98	C
1698	Elections Technician	21.56	22.64	23.77	24.96	26.21	C
3496	Eligibility Program Manager	39.54	41.52	43.59	45.77	48.06	E
1255	Eligibility Screener	17.13	17.99	18.89	19.83	20.82	C
2447	Eligibility Supervisor	29.05	30.50	32.03	33.63	35.31	C
1426	Eligibility Worker I	18.84	19.78	20.77	21.81	22.90	C
1613	Eligibility Worker II	20.71	21.75	22.83	23.97	25.17	C
1825	Eligibility Worker III	22.83	23.97	25.17	26.43	27.75	C
1822	Eligibility Worker II-Translator	22.80	23.94	25.14	26.39	27.71	C
2672	Employment & Training Supervisor	31.30	32.87	34.51	36.23	38.05	C
1869	Employment & Training Worker I	23.27	24.43	25.66	26.94	28.28	C
2101	Employment & Training Worker II	25.59	26.87	28.21	29.62	31.10	C
2356	Employment & Training Worker III	28.14	29.55	31.02	32.58	34.20	C
2377	Engineering Technician	28.35	29.77	31.26	32.82	34.46	C
2403	Environmental Health Specialist I	28.61	30.04	31.54	33.12	34.78	C
2833	Environmental Health Specialist II	32.91	34.56	36.28	38.10	40.00	C
3165	Environmental Health Specialist III	36.23	38.04	39.94	41.94	44.04	C
1769	Environmental Health Technician I	22.27	23.38	24.55	25.78	27.07	C
1991	Environmental Health Technician II	24.49	25.71	27.00	28.35	29.77	C
2541	Executive Assistant	29.99	31.49	33.06	34.72	36.45	C
3725	Facilities & Projects Manager	41.83	43.92	46.12	48.42	50.84	E
2246	Facilities & Projects Specialist	27.04	28.39	29.81	31.30	32.87	C
2787	Facilities Supervisor	32.45	34.07	35.78	37.56	39.44	E
2677	Finance & Admin Supervisor	31.35	32.92	34.56	36.29	38.11	C
1344	Finance Asst I	18.02	18.92	19.87	20.86	21.90	C
1524	Finance Asst II	19.82	20.81	21.85	22.94	24.09	C
1722	Finance Asst Sr	21.80	22.89	24.03	25.24	26.50	C
1941	Finance Technician	23.99	25.19	26.45	27.77	29.16	C
3021	Fiscal Officer	34.79	36.53	38.36	40.27	42.29	C
1186	General Services Aide	16.44	17.26	18.13	19.03	19.98	C
3725	Geographic Inform Sys Coor	41.83	43.92	46.12	48.42	50.84	C
2030	Geographic Inform Sys Tech I	24.88	26.12	27.43	28.80	30.24	C
2304	Geographic Inform Sys Tech II	27.62	29.00	30.45	31.97	33.57	C
2361	Heavy Equipment Mechanic	28.19	29.60	31.08	32.63	34.27	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3109	Housing Services Program Manager	35.67	37.45	39.33	41.29	43.36	E
3165	Information Systems Analyst	36.23	38.04	39.94	41.94	44.04	C
2556	Information Systems Specialist	30.14	31.65	33.23	34.89	36.64	C
2006	Information Systems Tech I	24.64	25.87	27.17	28.52	29.95	C
2283	Information Systems Tech II	27.41	28.78	30.22	31.73	33.32	C
2348	Learning Center Coordinator	28.06	29.46	30.94	32.48	34.11	C
2677	Legal Assistant	31.35	32.92	34.56	36.29	38.11	C
2677	Legal Office Supervisor	31.35	32.92	34.56	36.29	38.11	C
1797	Legal Secretary I	22.55	23.68	24.86	26.10	27.41	C
2021	Legal Secretary II	24.79	26.03	27.33	28.70	30.13	C
2268	Legal Secretary, Sr	27.26	28.62	30.05	31.56	33.13	C
1386	Library Assistant	18.44	19.36	20.33	21.35	22.41	C
1386	Library Literacy Program Assistant	18.44	19.36	20.33	21.35	22.41	C
1477	Library Literacy Program Assistant - Bilingual	19.35	20.32	21.33	22.40	23.52	C
1663	Library Literacy Program Coord	21.21	22.27	23.38	24.55	25.78	C
1570	Library Technician	20.28	21.29	22.36	23.48	24.65	C
2497	Library Supervisor	29.55	31.03	32.58	34.21	35.92	C
1268	Mail and Warehouse Specialist	17.26	18.12	19.03	19.98	20.98	C
1186	Mail Clerk	16.44	17.26	18.13	19.03	19.98	C
1528	Medical Assistant	19.86	20.85	21.90	22.99	24.14	C
1528	Medical/Psychiatric Records Clerk	19.86	20.85	21.90	22.99	24.14	C
2919	Mental Health Intern	33.77	35.46	37.23	39.09	41.05	C
1460	Mosquito & Vector Control Tech	19.18	20.14	21.15	22.20	23.31	C
1186	Museum Asst	16.44	17.26	18.13	19.03	19.98	C
1812	Museum Curator	22.70	23.84	25.03	26.28	27.59	C
3257	Occupational Therapist	37.15	39.01	40.96	43.01	45.16	C
2126	Outreach Specialist	25.84	27.13	28.49	29.91	31.41	C
1892	Outreach Technician	23.50	24.68	25.91	27.20	28.56	C
1968	Peer Support Specialist I	24.26	25.47	26.75	28.08	29.49	C
2211	Peer Support Specialist II	26.69	28.02	29.43	30.90	32.44	C
1968	Personal Services Coordinator	24.26	25.47	26.75	28.08	29.49	C
3812	Physical Therapist	42.70	44.84	47.08	49.43	51.90	C
2357	Planner I	28.15	29.56	31.04	32.59	34.22	C
2671	Planner II	31.29	32.85	34.50	36.22	38.03	C
3017	Planner III	34.75	36.49	38.31	40.23	42.24	C
1767	Planning Technician I	22.25	23.36	24.53	25.76	27.05	C
1989	Planning Technician II	24.47	25.69	26.98	28.33	29.74	C
2581	Plans Examiner I	30.39	31.91	33.50	35.18	36.94	C
2884	Plans Examiner II	33.42	35.09	36.85	38.69	40.62	C
2106	Power Equip Mechanic I	25.64	26.92	28.27	29.68	31.17	C
2499	Power Equip Mechanic II	29.57	31.05	32.60	34.23	35.94	C
2794	Power Equip Mechanic II-Fabrication	32.52	34.15	35.85	37.65	39.53	C
2956	Power Equipment Mechanic-Lead	34.14	35.85	37.64	39.52	41.50	C
1164	Print Shop Assistant I	16.22	17.03	17.88	18.78	19.72	C
1324	Print Shop Assistant II	17.82	18.71	19.65	20.63	21.66	C
2115	Printer	25.73	27.02	28.37	29.79	31.27	C
3021	Property Tax and Accounting Analyst	34.79	36.53	38.36	40.27	42.29	C
3342	Public Conservator/Guardian/Administrator	38.00	39.90	41.90	43.99	46.19	E
2292	Public Works Inspector	27.50	28.88	30.32	31.83	33.43	C
2565	Public Works Lead Inspector	30.23	31.74	33.33	35.00	36.74	C
2280	Public Works Maint Lead Worker	27.38	28.75	30.19	31.70	33.28	C
2870	Public Works Maint Supervisor	33.28	34.94	36.69	38.53	40.45	C
1597	Public Works Maint Worker I	20.55	21.58	22.66	23.79	24.98	C
1805	Public Works Maint Worker II	22.63	23.76	24.95	26.20	27.51	C
2030	Public Works Maint Worker III	24.88	26.12	27.43	28.80	30.24	C
3193	Public Works Project Engineer	36.51	38.34	40.25	42.26	44.38	C
3559	Public Works Sr Project Manager	40.17	42.18	44.29	46.50	48.83	C
3376	Public Works Surveyor	38.34	40.26	42.27	44.38	46.60	C
1722	Purchasing Assistant I	21.80	22.89	24.03	25.24	26.50	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1940	Purchasing Assistant II	23.98	25.18	26.44	27.76	29.15	C
2180	Purchasing Assistant III	26.38	27.70	29.08	30.54	32.07	C
3264	Purchasing Manager	37.22	39.08	41.04	43.09	45.24	C
1419	Recorder Clerk I	18.77	19.71	20.69	21.73	22.82	C
1605	Recorder Clerk II	20.63	21.66	22.74	23.88	25.08	C
2677	Recorder Clerk Supervisor	31.35	32.92	34.56	36.29	38.11	C
1813	Recorder Clerk, Sr	22.71	23.85	25.04	26.29	27.60	C
1688	Secretary	21.46	22.53	23.66	24.84	26.08	C
2565	Senior Building Maintenance Worker	30.23	31.74	33.33	35.00	36.74	C
4162	Senior Civil Engineer	46.20	48.51	50.94	53.48	56.16	C
2671	Senior Engineering Technician	31.29	32.85	34.50	36.22	38.03	C
1904	Sheriff's Executive Secretary	23.62	24.80	26.04	27.34	28.71	C
3021	Sheriff's Fiscal Officer	34.79	36.53	38.36	40.27	42.29	C
1554	Sheriff's Services Asst	20.12	21.13	22.18	23.29	24.46	C
1832	Sheriff's Services Technician	22.90	24.05	25.25	26.51	27.84	C
2181	Social Services Administrative Supervisor	26.39	27.71	29.09	30.55	32.08	C
1528	Social Service Aide	19.86	20.85	21.90	22.99	24.14	C
2705	Social Services Finance Supervisor	31.63	33.21	34.87	36.62	38.45	C
3935	Social Services Program Manager	43.93	46.13	48.43	50.85	53.40	E
2100	Social Worker I	25.58	26.86	28.20	29.61	31.09	C
2361	Social Worker II	28.19	29.60	31.08	32.63	34.27	C
2636	Social Worker III	30.94	32.49	34.11	35.82	37.61	C
2905	Social Worker IV	33.63	35.31	37.08	38.93	40.88	C
2819	Social Worker Supervisor I	32.77	34.41	36.13	37.94	39.83	C
3825	Solid Waste Program Manager	42.83	44.97	47.22	49.58	52.06	E
1945	Solid Waste Program Specialist	24.03	25.23	26.49	27.82	29.21	C
2621	Solid Waste Technician	30.79	32.33	33.95	35.64	37.43	C
2387	Staff Service Analyst I	28.45	29.87	31.37	32.93	34.58	C
2672	Staff Service Analyst II	31.30	32.87	34.51	36.23	38.05	C
2535	Systems Support Analyst	29.93	31.43	33.00	34.65	36.38	C
1311	Transportation Officer	17.69	18.57	19.50	20.48	21.50	C
2127	Treasury Technician	25.86	27.14	28.50	29.92	31.42	C
1769	Victim/Witness Advocate	22.27	23.38	24.55	25.78	27.07	C
3347	Web Programmer/Developer	38.05	39.95	41.95	44.05	46.25	C

APPENDIX B
PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
4% Increase
Effective 10/01/2023
(Amended 12/5/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2919	Behavioral Health Care Clinician I	33.77	35.46	37.23	39.09	41.05	**
3257	Behavioral Health Care Clinician II	37.15	39.01	40.96	43.01	45.16	**
3630	Behavioral Health Care Clinician III	40.88	42.92	45.07	47.32	49.69	**
2919	Behavioral Health Care Nurse I	33.77	35.46	37.23	39.09	41.05	**
3257	Behavioral Health Care Nurse II	37.15	39.01	40.96	43.01	45.16	**
3628	Behavioral Health Care Nurse III	40.86	42.90	45.05	47.30	49.67	**
2787	Behavioral Health Rehabilitation Specialist	32.45	34.07	35.78	37.56	39.44	E
4046	BHC Prog Mgr (Clinical Services)	45.04	47.29	49.66	52.14	54.75	E
3935	BHC Prog Mgr (Community Services)	43.93	46.13	48.43	50.85	53.40	E
2919	Crisis Services Coordinator I	33.77	35.46	37.23	39.09	41.05	C
3257	Crisis Services Coordinator II	37.15	39.01	40.96	43.01	45.16	C
2756	Crisis Services Counselor	32.14	33.75	35.43	37.21	39.07	C
3022	Health Educator I	34.80	36.54	38.37	40.29	42.30	E
3196	Health Educator II	36.54	38.37	40.29	42.30	44.41	E
2919	Licensed Vocational Nurse	33.77	35.46	37.23	39.09	41.05	C
	MHSA Programs Coordinator						
3023	Behavioral Health Non-Clinical Program Coordinator	34.81	36.55	38.38	40.30	42.31	**
3813	Nurse Practitioner	42.71	44.85	47.09	49.44	51.91	E
3628	Public Health Nurse I	40.86	42.90	45.05	47.30	49.67	E
4037	Public Health Nurse II	44.95	47.20	49.56	52.04	54.64	E
4710	Public Health Nurse Supv	51.68	54.26	56.98	59.83	62.82	E
2844	Public Health Program Coordinator	33.02	34.67	36.40	38.22	40.14	E
3927	Public Health Program Manager	43.85	46.04	48.34	50.76	53.30	E
3927	Public Health Program Manager - Grants Management	43.85	46.04	48.34	50.76	53.30	E
3075	Registered Nurse (Health)	35.33	37.10	38.95	40.90	42.94	E
3257	Utilization & Quality Management Coordinator I	37.15	39.01	40.96	43.01	45.16	**
3629	Utilization & Quality Management Coordinator II	40.87	42.91	45.06	47.31	49.68	**

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 6, 2024

SUBJECT

Resolution Regarding Salaries and Fringe Benefits for Confidential Employees

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

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

ATTACHMENTS

- [Memo - Confidential Unit Resoluton Revision.doc](#)
- [Confidential_Resolution - FINAL 2.6.2024.docx](#)
- [Confidential_Resolution - DRAFT 2.6.2024.docx](#)



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: January 30, 2024

SUBJECT: Agenda Item for February 6, 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 13.150%

The percentage previously approved at the January 6, 2024 Board meeting was incorrect.

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 13.150%. The percentage provided previously was incorrect.

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)	13.150%*

**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 6th day of February, 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

**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 CONFIDENTIAL EMPLOYEES)

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 13.150%. The percentage provided previously was incorrect.

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)	13.150%*

**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.

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- 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 6th day of February, 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: Probation

Meeting Date: February 6, 2024

SUBJECT

Probation: Budget Increase Request for additional funding for the jail expansion project. There is no impact to the General Fund, funds will come from the CCP.

Recommendation:

Approve increase request.

4/5 vote required:

No

Distribution Instructions:

Original to Auditor, Probation, Sheriff's Office, Budget Analyst

ATTACHMENTS


- [Memo and Budget Increase Request.pdf](#)

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Chief Deputy Probation Officer

Memo

To: Amador County Board of Supervisors
From: Mark J. Bonini, Chief Probation Officer 
CC:
Date: January 31, 2024
Re: 2023-2024 Community Corrections Budget #2390 - Jail Expansion Transfer

On September 25, 2023 the CCP members unanimously approved Sheriff Gary Redman's request of an additional \$3,500,000.00 for the jail expansion project. The funds will provide in-custody offenders with education, programming, treatment, and medical space. Please reference the attached email regarding the Committee's vote.

This memo is to request **\$3,500,000.00** be expensed from the Community Corrections account 2390 - 101205 - 5416790 and transfer to the following account:


CCP Contrib – Additional Funding for Jail Expansion
Fund – 31100
Cash Account – 101416
Dept. – 7700
Rev Account – 48416

Please let me know if you have any questions or need additional information.

Thank you.

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

DATE: 01/30/2024

REQUESTED BY: Mark Bonini 

DEPARTMENT: Probation

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 \$	DE
2390	5416790	3,500,000.00					

REASON FOR THE REQUEST:
The CCP approved additional funding for the jail expansion project. This revenue was received in prior years, no revenue appropriation is necessary. There will be no impact to the General Fund.

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, BOARD OF SUPERVISORS APPROVAL

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

REVENUE APPROPRIATIONS:

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: February 6, 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 Russell and Amanda Arnold. The properties involved in said Merger are Adjusted Lots 1 and 2 of Rancho Del Monte Subdivision as recorded in Book 4 of Subdivision Maps at Page 85 and adjusted by Boundary Line Adjustment as shown in Document 2010-0009981 of records of Amador County. Assessor's Parcel No.'s 021-380-022 and 021-380-023.

Recommendation:

Adopt the Resolution, set the Hearing Date, and send out the Notices

4/5 vote required:

No

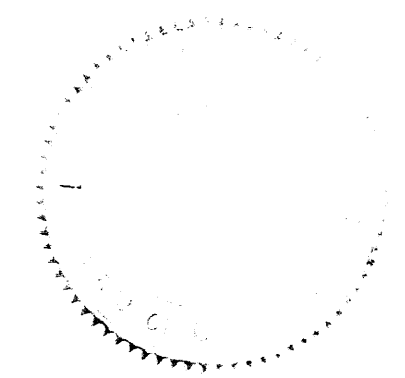
Distribution Instructions:

Surveying - copy of resolution

ATTACHMENTS

- [004S085.pdf](#)
- [004S086.pdf](#)
- [R A Arnold Merger abandonment notice.docx](#)
- [R A ARNOLD ROI abandonment.docx](#)
- [RA Arnold Assessor's highlighted.pdf](#)
- [RA Arnold B&A.pdf](#)
- [RA Arnold BLA Doc2010 9981.pdf](#)

FINAL MAP OF
RANCHO DEL MONTE SUBDIVISION
 BEING A PORTION OF SECTIONS 33 & 34, T.8 N., R.12E., M.D.B. & M., AMADOR COUNTY, CALIFORNIA.
TOMA & ANDERSON LICENSED LAND SURVEYORS 41 SUMMIT ST. JACKSON, CALIF.



DATE: AUGUST, 1980

SCALE: 1" = 100'

OWNER'S CERTIFICATE

The undersigned hereby certifies that he/she is the owner of the real property shown herein as the subdivision and that he/she does hereby consent to the preparation and recordation of this map, and, in consideration for and as a condition of the approval of said map he/she does hereby:

1. Make an irrevocable offer to dedicate to the public for its use and convenience an easement for use as a public highway over each and every part of said subdivision designated on this map as a "road-utility easement" or "access easement"; and
2. Make an irrevocable offer to dedicate to the public for its use and convenience as a public utility easement in, on, over, above, or under each and every part of said subdivision designated on this map as a "road-utility easement" or "utility easement" or "access easement" and on, over, across, 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 and front lot lines, an easement for said County or its designees at any time, or from time to time, to enter, construct, maintain, operate, replace, remove, renew, enlarge, and protect from hazards sanitary sewers, storm drains, lines or pipe, conduits, cables, wires, poles and necessary fixtures and equipment therefor, to connect any public utility service to any parcel or lot inside or outside of said subdivision and/or to any main or trunk line or system; and
3. Promise, covenant and agree to and with said County to grant or reserve a non-exclusive easement for road purposes and for ingress and egress over all that portion of land designated as a "road-utility easement" or "access easement" to the record owners of each lot or parcel in said subdivision at such time as said lots are sold or fee title conveyed and that none of said lots shall be leased, sold or conveyed unless such non-exclusive easement for road purposes and ingress and egress is granted or reserved prior to or concurrent with said conveyance or sale (unless said portion of land has been dedicated to and accepted by said county as a public highway) so as to provide access for said owner and their agents, employees, invitees, and licensees between said parcels or lots and the nearest county road and between and among all said parcels or lots within said subdivision.
4. Make an irrevocable offer to dedicate to the public for its use and convenience:
 - (a) Easements for drainage purposes on, over, across, under and through all natural drainage courses and those portions of land shown hereon designated as drainage easements; and
 - (b) Easements for right-of-way and utility maintenance 5 feet in width outside of and contiguous to ALL CUTS OR FILLS of all roads offered for dedication shown hereon, for the express purpose of county's or other authority's performing all necessary work to protect the roadway and maintain the cut and fill slopes. The portions hereon covered by said easements shall be kept clear. Said offers to dedicate and agreements and covenants are irrevocable and shall run with the land and be binding upon any future owners, encumbrancers, successors, heirs or assigns, and shall continue in effect until expressly and lawfully abandoned and terminated by the board of supervisors of said county. Said board in rejecting any and all of said offers to dedicate shall retain the right to accept by resolution any or all said offers at any time thereafter.

C. Aparicio Cement Contractor, Inc
President
Secretary

CLERK'S CERTIFICATE

I, SHELDON D. JOHNSON, HEREBY CERTIFY THAT I AM THE CLERK OF THE BOARD OF SUPERVISORS OF AMADOR COUNTY, CALIFORNIA; THAT THE BOARD BEING THE PROPER APPROVING BODY ACCEPTS THE DEDICATIONS OF ALL PUBLIC UTILITY EASEMENTS, THE DEDICATION OF FIDDLETOWN-SILVETZ LAKE ROAD BUT REJECTS THE OFFER OF DEDICATION OF PONDELOSA WAY AND CAMINO DE APARICIO DRIVE UNTIL THE CONSTRUCTION OF SAID ROADS HAS BEEN COMPLETED AND THE DEPOSIT HAS BEEN RELEASED BY RESOLUTION OF THE BOARD OF SUPERVISORS.
 DATE 1-5-1981

Sheldon D. Johnson
 COUNTY CLERK
 SIGNED BY _____
 DEPUTY

ENGINEER'S (SURVEYOR'S) CERTIFICATE

I, GARY L. CALDWELL, A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA HEREBY CERTIFY THAT THIS PLAT OF RANCHO DEL MONTE SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN AND THAT THE MONUMENTS ARE OF THE CHARACTER AND DO OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RE-TRACED.

SIGNED _____
 R.C.E. (OR L.S.) No. 2,53570

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF RANCHO DEL MONTE AND THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREON. I ALSO CERTIFY THAT ALL PROVISIONS OF CHAPTER 1536 OF THE GOVERNMENT CODE AS REFERRED TO IN SECTION 66442 AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT THE ACCOMPANYING PLAT IS TECHNICALLY CORRECT.

BY Gary L. Caldwell
GARY L. CALDWELL R.C.E. 20802
 AMADOR COUNTY SURVEYOR
C. Lee Delange
 L.S. 4066
 DEPUTY AMADOR COUNTY SURVEYOR

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, LOCAL TAXES OR LOCAL ASSESSMENTS AGAINST THE LAND INCLUDED IN THIS SUBDIVISION OR ANY PART THEREOF EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET DUE OR PAYABLE.
 DATED 12-29-80

Elmer G. Evans
 ELMER G. EVANS
 AMADOR COUNTY TAX COLLECTOR

COUNTY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROVISIONS OF CHAPTER 2, DIVISION 4, PART 2 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA AND OF ANY STATE OR LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL OF THIS MAP OF RANCHO DEL MONTE SUBDIVISION BY THE BOARD OF SUPERVISORS OF AMADOR COUNTY HAVE BEEN COMPLIED WITH.
 DATE 1-5-1981

Sheldon D. Johnson
 SHELDON D. JOHNSON
 AMADOR COUNTY CLERK

RECORDER'S CERTIFICATE

FILED THIS 5th DAY OF JANUARY, 1981, AT 12:01 P.M. IN BOOK 4 OF SUBDIVISION MAPS, AT PAGE 85, AT THE REQUEST OF THE AMADOR COUNTY CLERK. TITLE TO LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE No. 391 ON FILE IN THIS OFFICE.

FEE \$ 14.00 pd.
Sheldon D. Johnson
 AMADOR COUNTY RECORDER
 SHELDON D. JOHNSON
 SIGNED BY Marilena Arnesse
 DEPUTY

NOTARY PUBLIC CERTIFICATE

STATE OF CALIFORNIA)
 COUNTY OF Santa Clara) ss.
 ON 11-4-80 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Carlos Aparicio KNOWN TO ME TO BE THE President AND Ramona Aparicio KNOWN TO ME TO BE THE Secretary OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS.

TL Egan
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

NOTE
 A PRELIMINARY SOILS REPORT PREPARED BY A LICENSED ENGINEER WAS NOT REQUIRED AS A CONDITION OF APPROVAL OF THIS FINAL MAP.

FINAL MAP OF RANCHO DEL MONTE SUBDIVISION

BEING A PORTION OF SECTIONS 33 & 34, T.8 N., R.12 E., M.D.B. & M.-AMADOR COUNTY, CALIFORNIA.

TOMA & ANDERSON - LICENSED LAND SURVEYORS - 41 SUMMIT ST, JACKSON, CALIF.

AUGUST, 1980

SCALE: 1" = 100'

NOTES & LEGEND

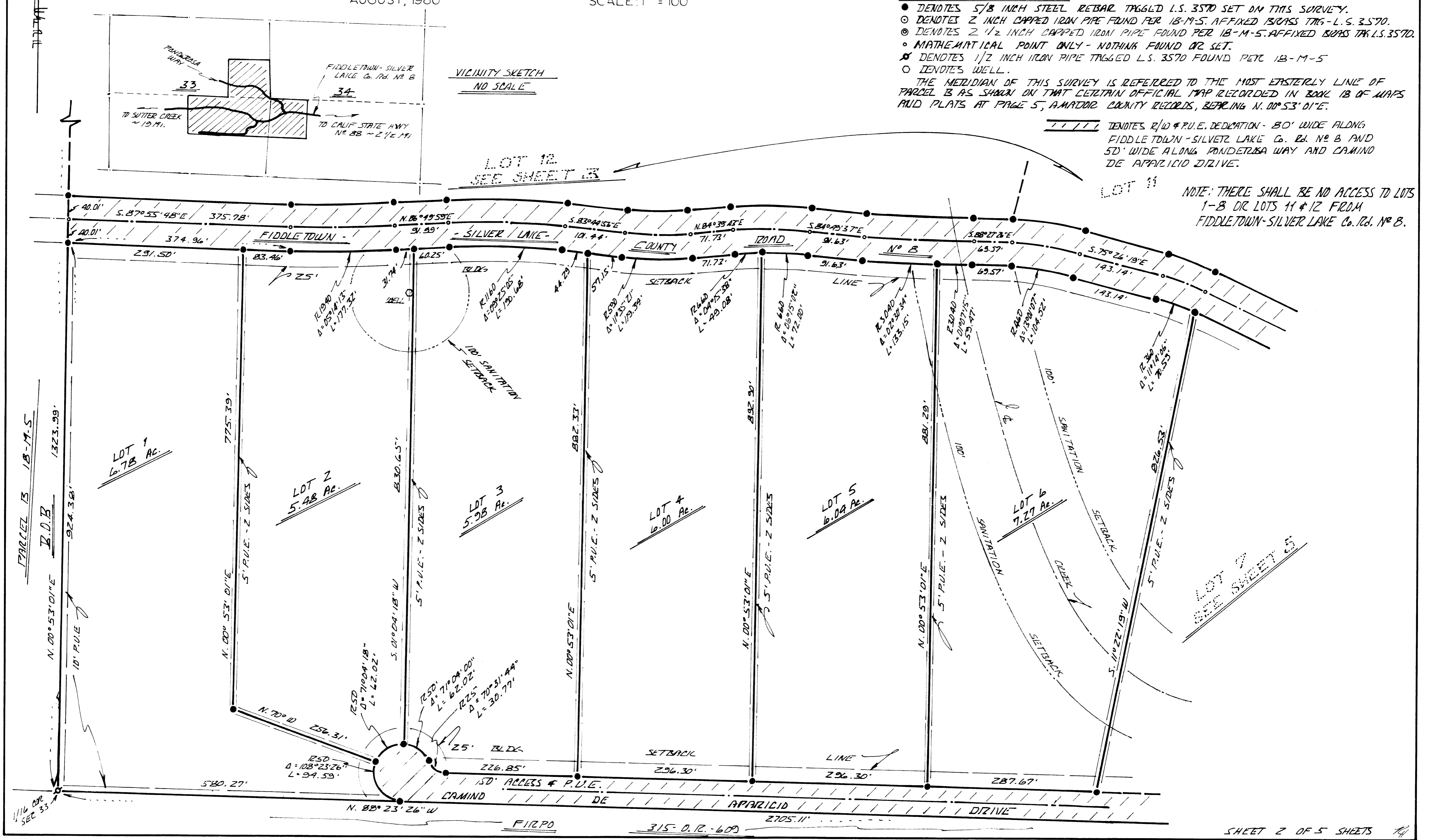
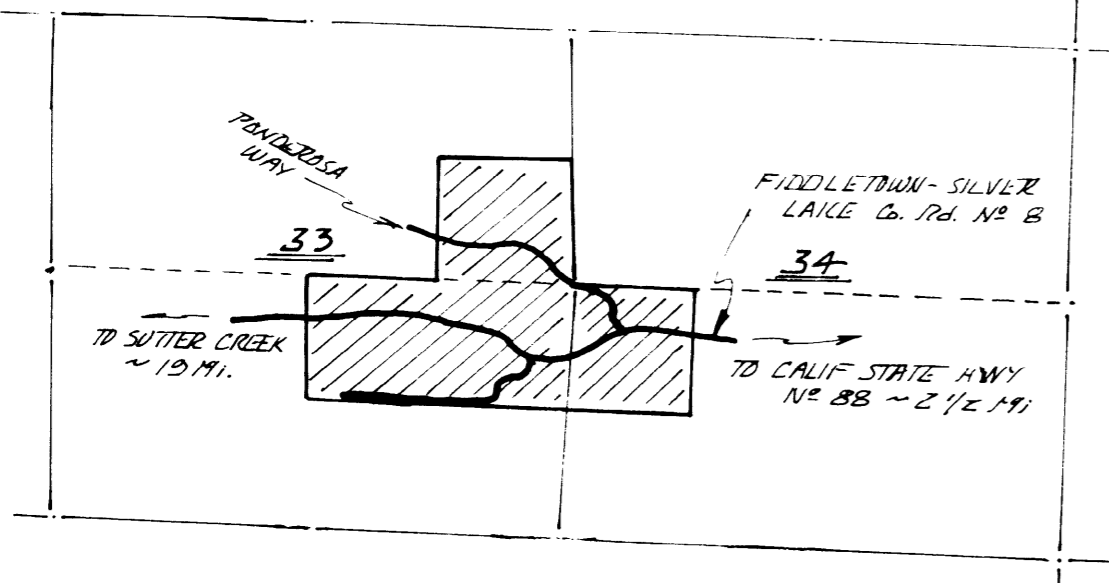
- DENOTES 5/8 INCH STEEL REBAR TAGGED L.S. 3570 SET ON THIS SURVEY.
- DENOTES 2 INCH CAPPED IRON PIPE FOUND PER 18-M-S. AFFIXED 150X5 TAGS TAG-L.S. 3570.
- ⊙ DENOTES 2 1/2 INCH CAPPED IRON PIPE FOUND PER 18-M-S. AFFIXED 150X5 TAGS TAG-L.S. 3570.
- MATHEMATICAL POINT ONLY - NOTHING FOUND OR SET.
- ⊗ DENOTES 1/2 INCH IRON PIPE TAGGED L.S. 3570 FOUND PER 18-M-S.
- DENOTES WELL.

THE MERIDIAN OF THIS SURVEY IS REFERRED TO THE MOST EASTERLY LINE OF PARCEL B AS SHOWN ON THAT CERTAIN OFFICIAL MAP RECORDED IN BOOK 18 OF MAPS AND PLATS AT PAGE 5, AMADOR COUNTY RECORDS, BEARING N. 00° 53' 01" E.

||||| DENOTES R/W & P.U.E. DEDICATION - 80' WIDE ALONG FIDDLETOWN-SILVER LAKE Co. Rd. No. B AND 50' WIDE ALONG PONDEROSA WAY AND CAMINO DE APARIZIO DIZIVE.

NOTE: THERE SHALL BE NO ACCESS TO LOTS 1-8 OR LOTS 11 & 12 FROM FIDDLETOWN-SILVER LAKE Co. Rd. No. B.

VICINITY SKETCH
NO SCALE



NOTICE OF PUBLIC HEARING

The County Surveyor hereby gives notice of proposed vacation of a public utility easement in relation to a Certificate of Merger requested by Russell and Amanda Arnold. The properties involved in said merger are located along Camino Del Aparicio Drive and Fiddletown Road, Adjusted Lots 1 and 2 of Rancho Del Monte Subdivision as recorded in Book 4 of Subdivision Maps at Page 85 and adjusted by Boundary Line Adjustment as shown in Document 2010-0009981 of records of Amador County. Assessor's Parcel No.'s 021-380-022 and 021-380-023

A Public Hearing to consider said Merger will be held at the County Administration Building, Board of Supervisor Chambers, 810 Court Street, Jackson, California 95642, on February 20, 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.

If you have any questions, or desire further information, please contact Surveying (209) 223-6371.

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 RUSSELL B.
AND AMANDA J. ARNOLD

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

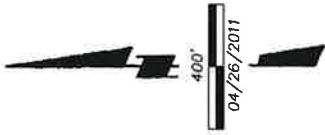
BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California on February 20, 2024, at 10:30 a.m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and 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 6th of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:

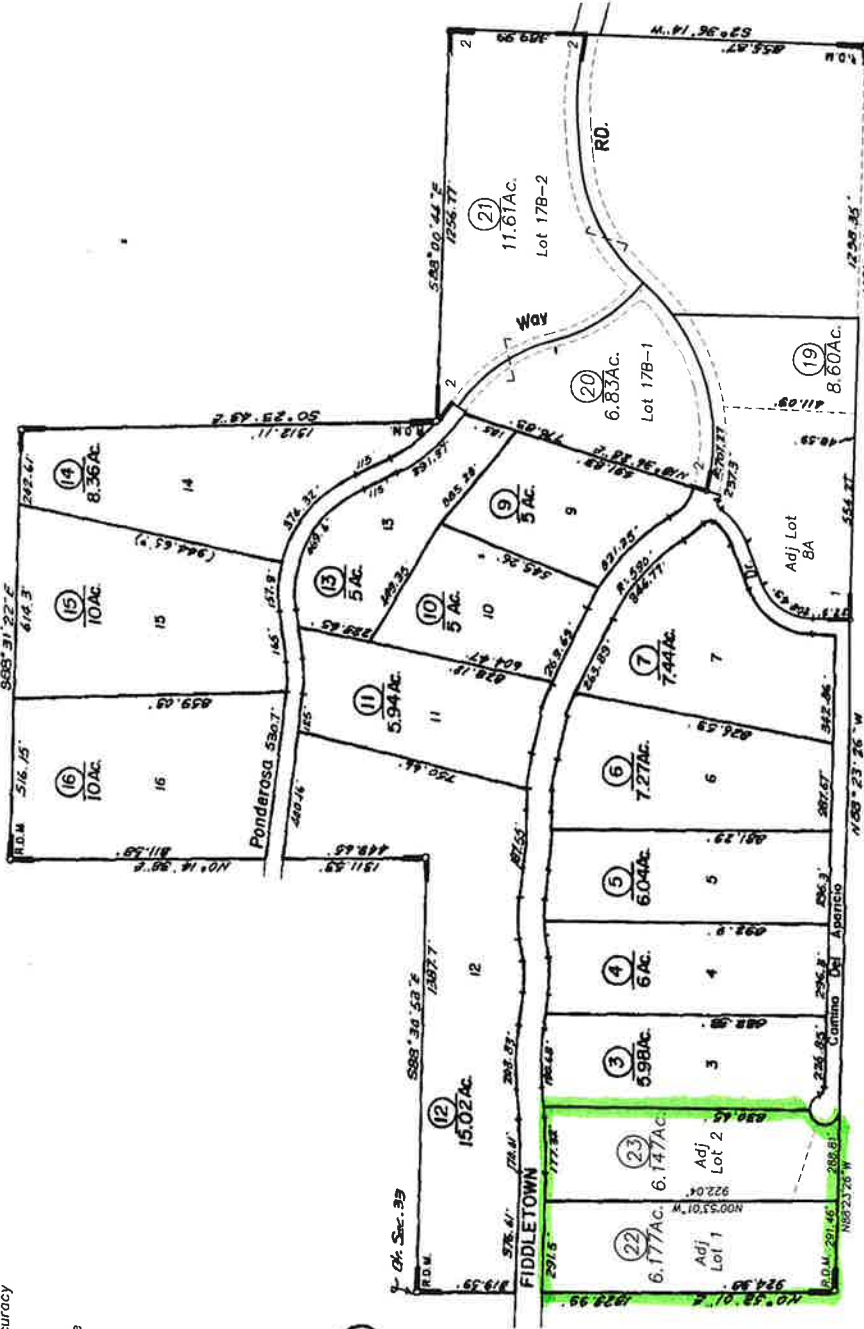
Chairman, Board of Supervisors

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



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

Map changes become effective with the 2011-2012 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

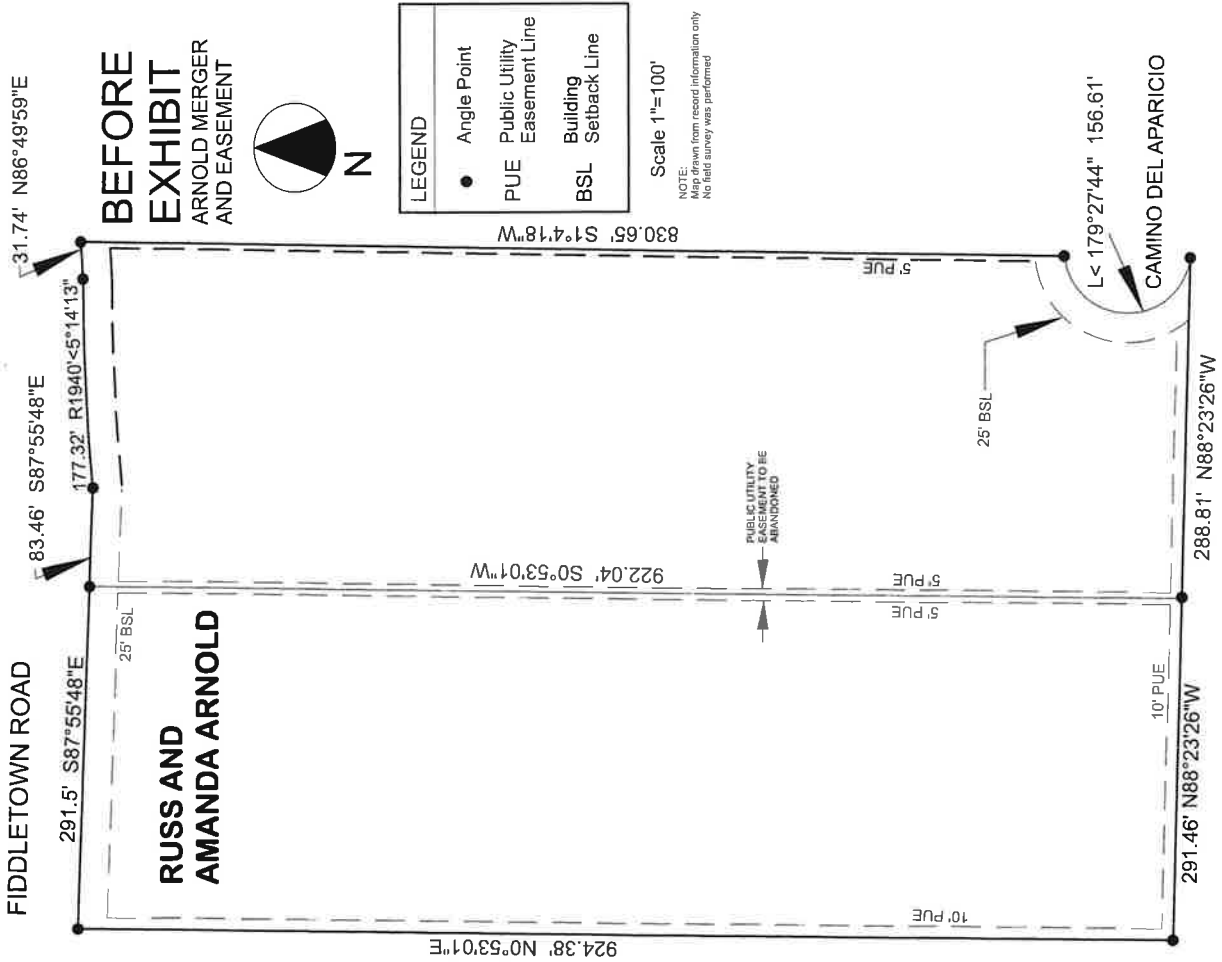


5

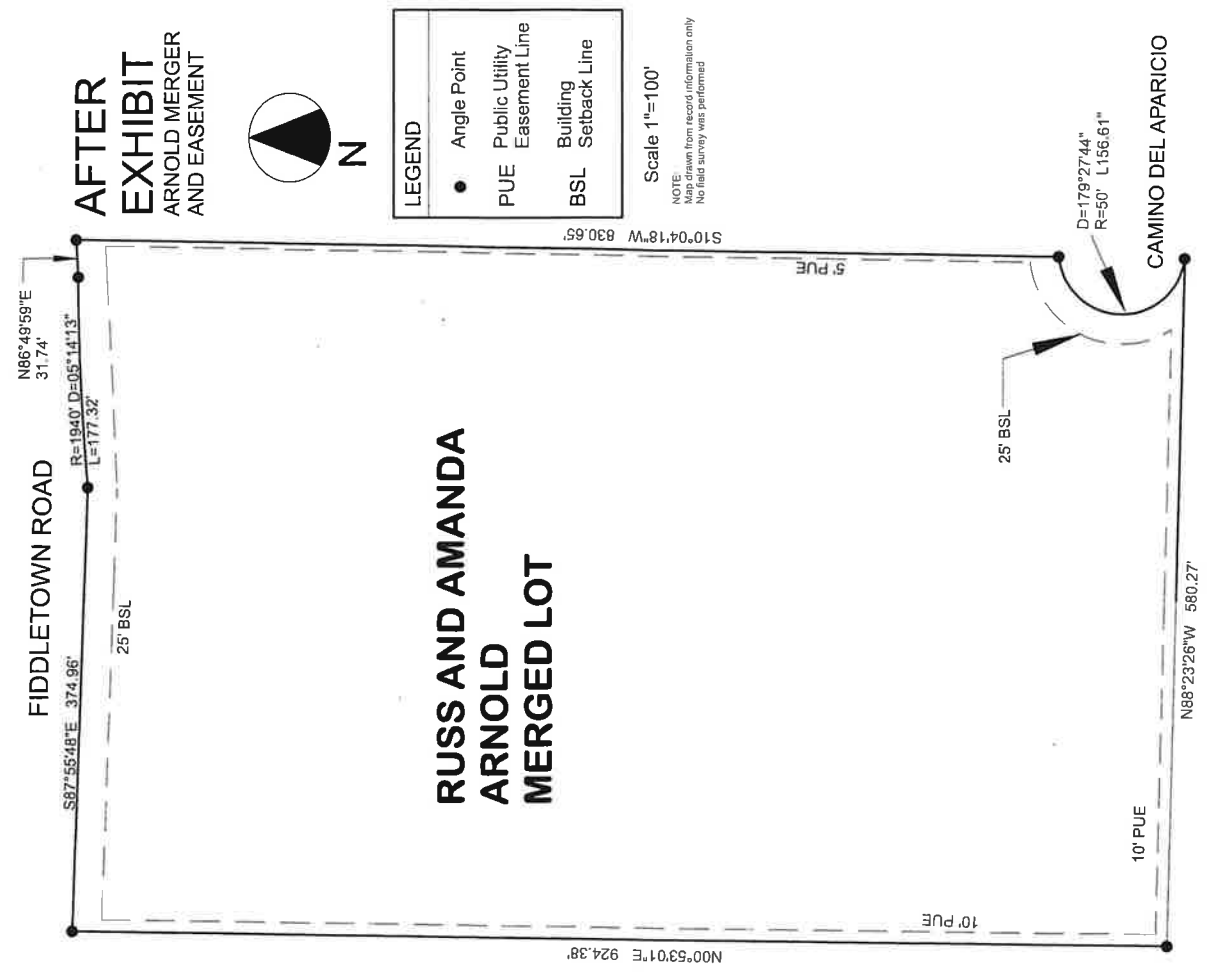
R.M. Bk. 4, Sub. Pg. 85 Rancho Del Monte Sub'n.
1-R.M.Bk. 53, Pg. 70 (1/9/2001)
2-R.M.Bk. 55, Pg. 57 (5/30/2003)

23

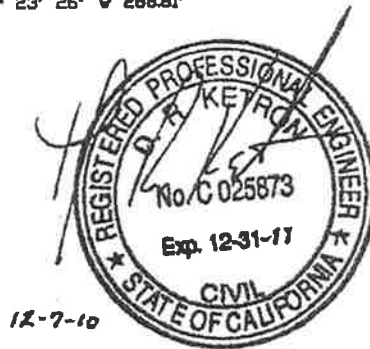
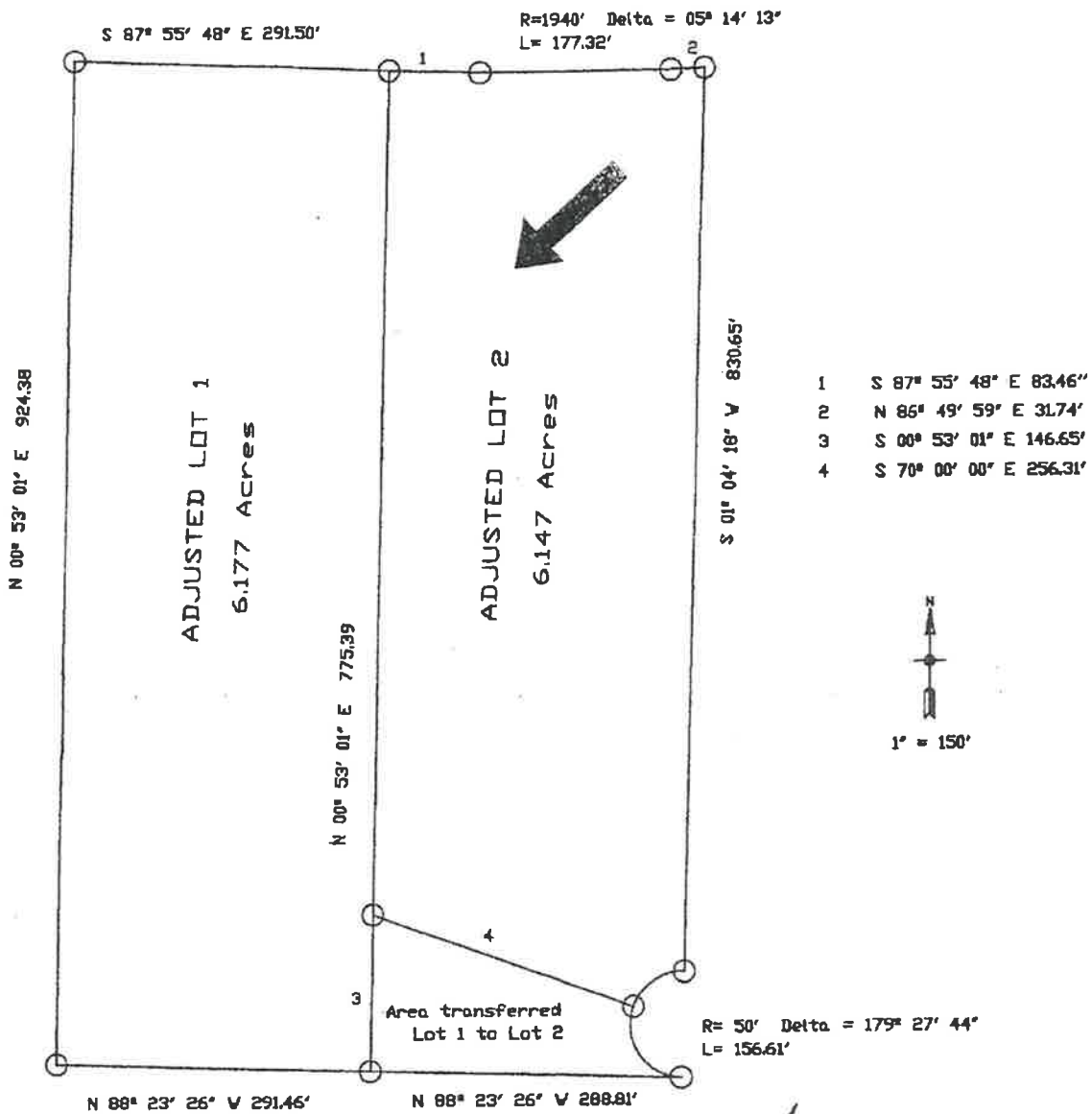
Assessor's Map Bk. 21, Pg. 38
County of Amador, Calif.



157



157



Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: February 6, 2024

SUBJECT

Surveying Department-request to set the date for a public hearing for a Certificate of Merger as requested by David Mark Allen McDonald and Dalaine Lyndsay McDonald. The properties involved in said Merger are Adjusted Compliance Parcels 5 and 6 as shown on Book 65 of Maps and Plats Amador County Records at Page 37. Assessor's Parcel No.'s 011-040-034 and 011-040-035.

Recommendation:

Adopt the Resolution, set the hearing date, and direct staff to send out the notices

4/5 vote required:

No

Distribution Instructions:

Surveying - one original resolution

ATTACHMENTS

- [065M040.pdf](#)
- [065M041.pdf](#)
- [McDonald Assessor's map.pdf](#)
- [mcDonald B&A.pdf](#)
- [McDonald highlight.pdf](#)
- [McDonald Merger notice.docx](#)
- [ROI McDonald Merger public hearing.doc](#)

RECORD OF SURVEY

FOR J. MICHEL CECCHETTINI,

SURVIVING TRUSTEE OF THE CECCHETTINI TRUST DATED APRIL 24, 2001

DEED REFERENCE: 80010004169, 8008004477

BREAKDOWN OF SECTIONS 3 & 4, T.6 N., R.10E., & A PORTION OF THE SW 1/4 OF SECTIONS 34 T.7 N., R.10E., M.D.M.

COUNTY OF AMADOR STATE OF CALIFORNIA

SCALE 1" = 100' AUGUST, 2017

CL ROAD DETAIL

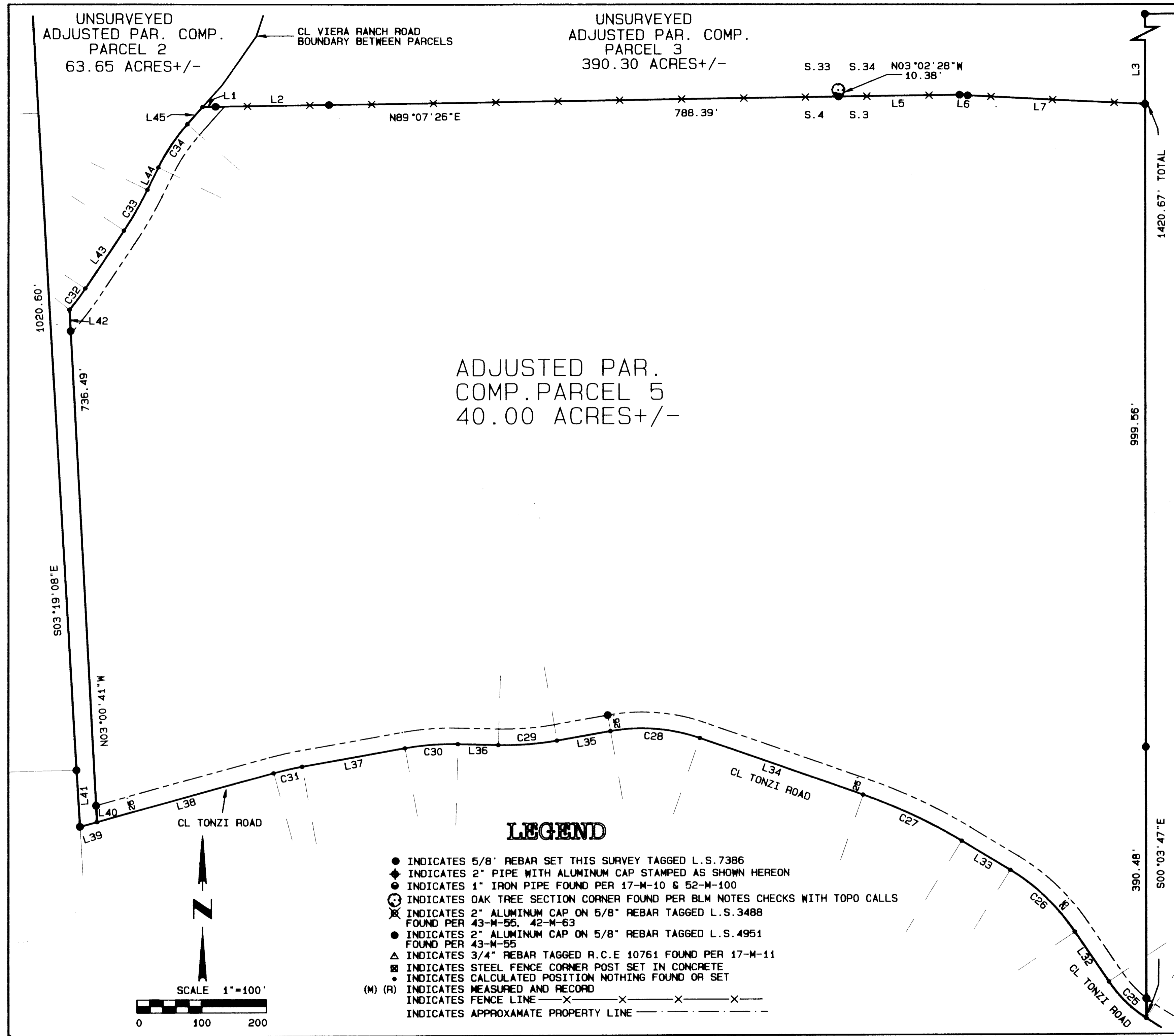
CURVE TABLE

C1	D=01'26"52"	R=2000.00'	L= 50.54'
C2	D=16'10"38"	R= 300.00'	L= 84.70'
C3	D=08'53"37"	R= 900.00'	L=139.70'
C4	D=37'08"41"	R= 202.00'	L=130.96'
C5	D=04'27"58"	R=2000.00'	L=155.90'
C6	D=11'00"08"	R= 385.00'	L= 73.93'
C7	D=13'56"48"	R= 300.00'	L= 73.02'
C8	D=35'24"20"	R= 218.00'	L=134.71'
C9	D=05'53"25"	R= 600.00'	L= 61.68'
C10	D=09'01"46"	R= 800.00'	L=126.07'
C11	D=02'25"45"	R= 700.00'	L= 29.68'
C12	D=01'48"10"	R= 700.00'	L= 22.03'
C13	D=04'25"19"	R= 800.00'	L= 61.74'
C14	D=14'48"25"	R= 200.00'	L= 51.69'
C15	D=10'18"53"	R= 450.00'	L= 81.01'
C16	D=06'55"44"	R= 500.00'	L= 60.47'
C17	D=03'03"59"	R=1000.00'	L= 53.52'
C18	D=01'33"07"	R=2000.00'	L= 54.17'
C19	D=00'55"30"	R= 102.00'	L= 1.65'
C20	D=64'05"12"	R= 102.00'	L=114.09'
C21	D=28'33"23"	R= 350.00'	L=174.44'
C22	D=27'06"44"	R= 225.00'	L=106.47'
C23	D=16'44"13"	R= 800.00'	L=233.69'
C24	D=03'34"59"	R= 800.00'	L= 50.03'
C25	D=23'24"27"	R= 200.00'	L= 81.71'
C26	D=24'39"48"	R= 325.00'	L=139.90'
C27	D=12'04"27"	R= 800.00'	L=168.59'
C28	D=29'15"49"	R= 275.00'	L=140.46'
C29	D=11'31"33"	R= 450.00'	L= 90.52'
C30	D=11'44"39"	R= 400.00'	L= 81.99'
C31	D=05'08"05"	R= 500.00'	L= 44.81'
C32	D=05'35"26"	R= 420.00'	L= 40.98'
C33	D=07'35"26"	R= 550.00'	L= 72.86'
C34	D=15'27"06"	R= 300.00'	L= 80.90'

LINE TABLE

L1	N89°07'26"E	20.00'	L18	S85°30'06"W	94.43'
L2	N89°07'26"E	174.35'	L19	S76°28'21"W	557.25'
L3	N00°03'47"W	180.56'	L20	S80°42'16"W	129.86'
L4	N89°07'26"E	788.39'	L21	S85°07'35"W	69.10'
L5	N89°07'26"E	186.66'	L22	S70°19'10"W	52.90'
L6	S85°23'22"E	12.62'	L23	S80°38'03"W	100.05'
L7	S87°09'40"E	275.33'	L24	S73°42'19"W	243.58'
L8	S03°14'11"E	155.00'	L25	S70°38'20"W	144.71'
L9	N85°54'55"W	317.31'	L26	S72°11'27"W	238.42'
L10	N84°28'02"W	103.20'	L27	N42°47'52"W	198.94'
L11	S79°21'19"W	31.77'	L28	N71°21'15"W	42.56'
L12	S70°27'42"W	184.57'	L29	N44°14'31"W	65.28'
L13	N72°23'36"W	49.69'	L30	N60°58'44"W	49.12'
L14	N67°55'38"W	144.43'	L31	N57°23'45"W	169.46'
L15	N78°55'46"W	46.49'	L32	N33°59'18"W	93.94'
L16	N64°58'58"W	136.14'	L33	N58°39'06"W	87.66'
L17	S79°36'42"W	32.40'	L34	N70°43'33"W	267.90'

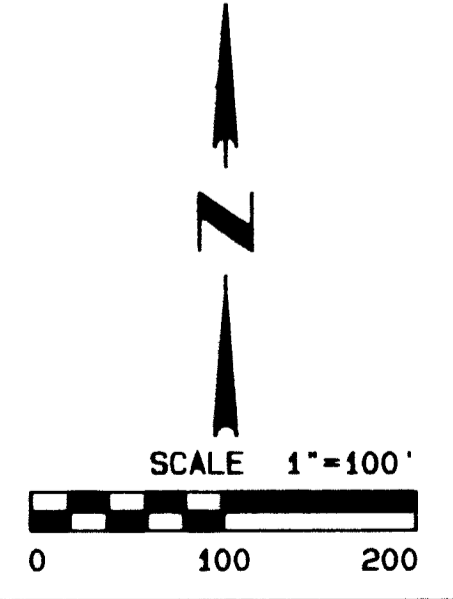
L35	S80°00'38"W	84.18'
L36	N88°27'50"W	62.09'
L37	S79°47'31"W	161.80'
L38	S74°39'26"W	282.91'
L39	S74°39'26"W	26.96'
L40	N03°00'41"W	25.59'
L41	N03°19'08"W	87.62'
L42	N03°00'41"W	33.00'
L43	N33°30'32"E	107.89'
L44	N25°55'07"E	38.70'
L45	N41°22'14"E	35.77'



ADJUSTED PAR. COMP. PARCEL 5 40.00 ACRES+/-

LEGEND

- INDICATES 5/8" REBAR SET THIS SURVEY TAGGED L.S.7386
- ◆ INDICATES 2" PIPE WITH ALUMINUM CAP STAMPED AS SHOWN HEREON
- INDICATES 1" IRON PIPE FOUND PER 17-M-10 & 52-M-100
- ⊙ INDICATES OAK TREE SECTION CORNER FOUND PER BLM NOTES CHECKS WITH TOPO CALLS
- ⊗ INDICATES 2" ALUMINUM CAP ON 5/8" REBAR TAGGED L.S.3488 FOUND PER 43-M-55, 42-M-63
- INDICATES 2" ALUMINUM CAP ON 5/8" REBAR TAGGED L.S.4951 FOUND PER 43-M-55
- △ INDICATES 3/4" REBAR TAGGED R.C.E 10761 FOUND PER 17-M-11
- INDICATES STEEL FENCE CORNER POST SET IN CONCRETE
- INDICATES CALCULATED POSITION NOTHING FOUND OR SET
- (M) (R) INDICATES MEASURED AND RECORD
- x—x—x—x— INDICATES FENCE LINE
- - - - - INDICATES APPROXIMATE PROPERTY LINE



SEE SHEET 5

UNSURVEYED
ADJUSTED PAR. COMP.
PARCEL 3
390.30 ACRES+/-

RECORD OF SURVEY

FOR **J. F. EHL CECCHETTINI,**

SURVIVING TRUSTEE OF THE CECCHETTINI
TRUST DATED APRIL 24, 2001

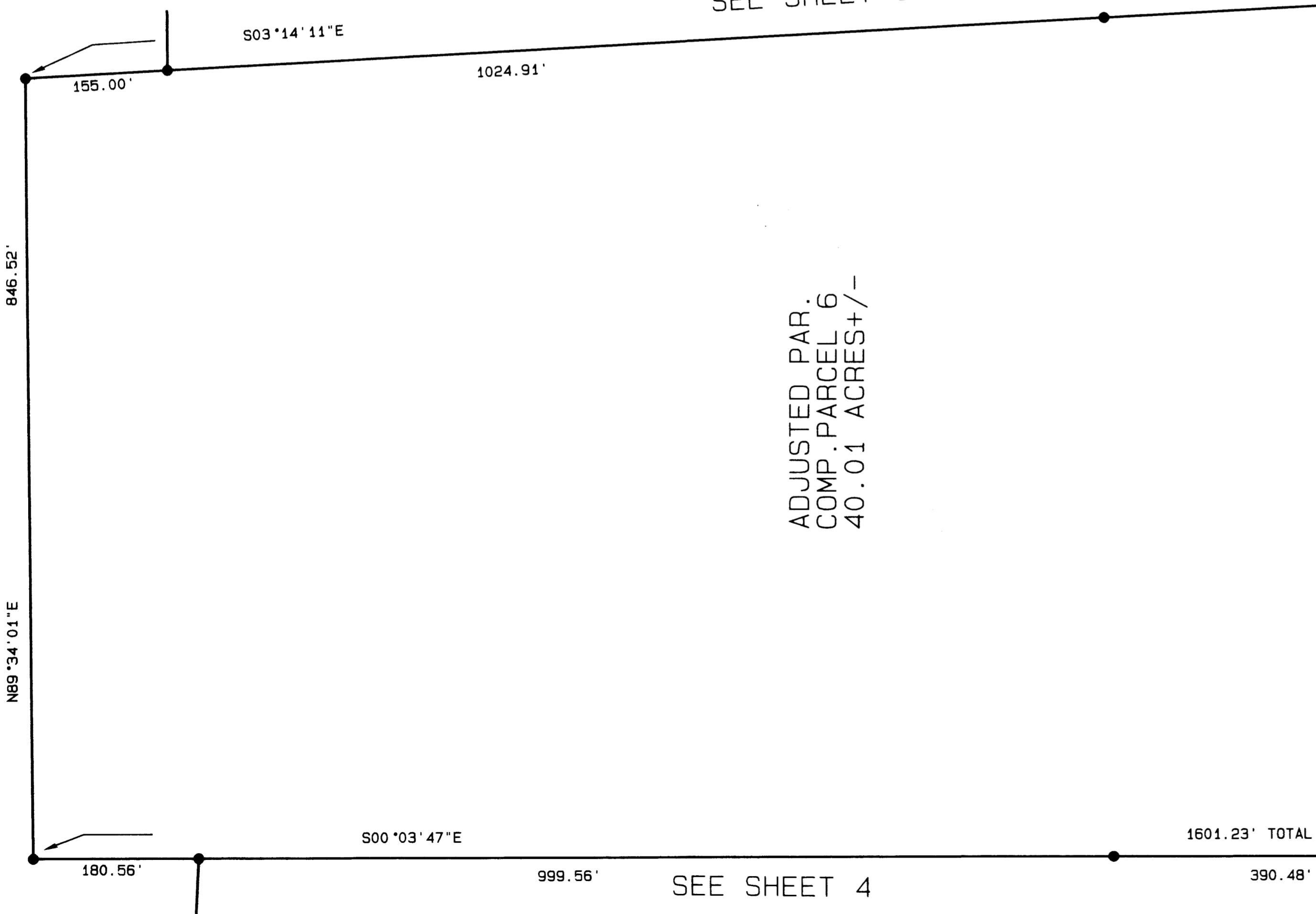
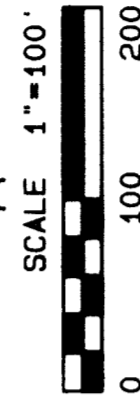
DMD REFERENCE: 20010004169, 2008004477

BREAKDOWN OF SECTIONS 3 & 4, T.6 N., R.10E.,
& A PORTION OF THE SW 1/4 OF SECTIONS 34
T.7 N., R.10E., M.D.M.

COUNTY OF AMADOR STATE OF CALIFORNIA

SCALE 1" = 100 AUGUST, 2017

CL ROAD DETAIL



SEE SHEET 6

ADJUSTED PAR.
COMP. PARCEL 6
40.01 ACRES+/-

SEE SHEET 4

LINE TABLE

L1	N89°07'26\"E	20.00'	L18	S85°30'06\"W	94.43'
L2	N89°07'26\"E	174.35'	L19	S76°28'21\"W	567.25'
L3	N00°03'47\"W	180.56'	L20	S80°42'16\"W	129.86'
L4	N89°07'26\"E	788.39'	L21	S85°07'35\"W	69.10'
L5	N89°07'26\"E	186.66'	L22	S70°19'10\"W	52.90'
L6	S86°23'22\"E	12.62'	L23	S80°38'03\"W	100.05'
L7	S87°09'40\"E	275.33'	L24	S73°42'19\"W	243.68'
L8	S02°14'55\"E	155.00'	L25	S70°38'20\"W	444.71'
L9	N85°54'55\"W	317.31'	L26	S72°11'27\"W	298.42'
L10	N84°28'02\"W	103.20'	L27	N42°47'52\"W	198.94'
L11	S79°21'19\"W	31.77'	L28	N71°21'15\"W	42.56'
L12	S70°27'42\"W	184.57'	L29	N44°14'31\"W	65.28'
L13	N72°23'36\"W	49.69'	L30	N60°58'44\"W	49.12'
L14	N67°55'38\"W	144.43'	L31	N57°23'45\"W	169.46'
L15	N78°55'46\"W	46.49'	L32	N33°59'18\"W	93.94'
L16	N64°58'58\"W	136.14'	L33	N58°39'06\"W	87.66'
L17	S79°36'42\"W	32.40'	L34	N70°43'33\"W	267.90'

L35	S80°00'38\"W	84.18'
L36	N88°27'50\"W	62.09'
L37	S79°47'31\"W	161.80'
L38	S74°39'26\"W	282.91'
L39	S74°39'26\"W	282.96'
L40	N03°00'41\"W	25.59'
L41	N03°19'08\"W	87.62'
L42	N03°00'41\"W	33.00'
L43	N33°30'32\"E	107.89'
L44	N25°55'07\"E	38.70'
L45	N41°22'14\"E	35.77'

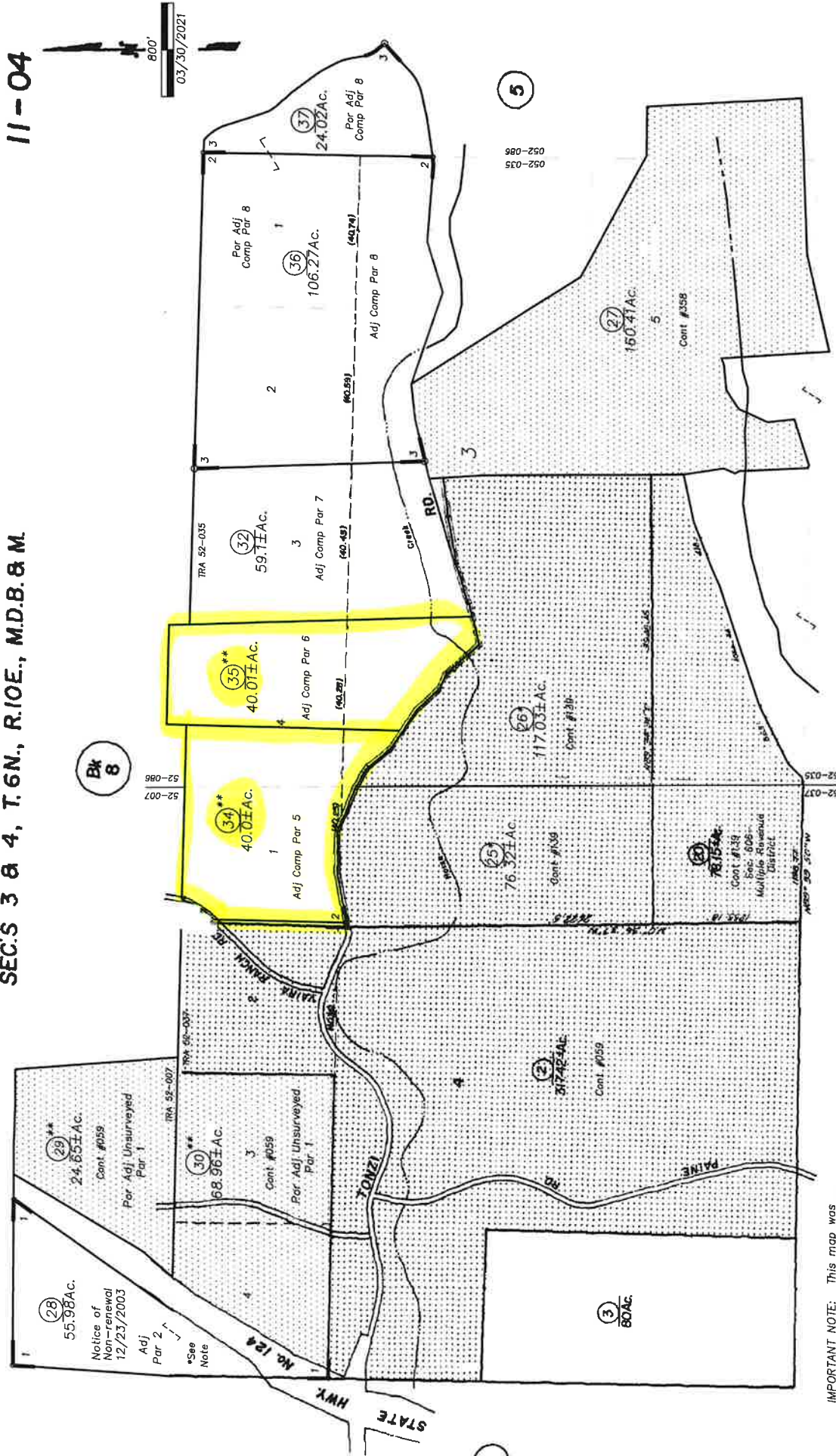
CURVE TABLE

C1	D=01°26'52\"	R=2000.00'	L=50.54'
C2	D=16°10'38\"	R=300.00'	L=84.70'
C3	D=08°59'37\"	R=900.00'	L=139.70'
C4	D=37°08'46\"	R=202.00'	L=158.96'
C5	D=04°27'58\"	R=2000.00'	L=155.90'
C6	D=11°00'08\"	R=385.00'	L=73.93'
C7	D=13°56'48\"	R=300.00'	L=73.02'
C8	D=35°24'20\"	R=218.00'	L=134.71'
C9	D=05°53'25\"	R=600.00'	L=61.68'
C10	D=09°01'46\"	R=800.00'	L=126.07'
C11	D=02°25'45\"	R=700.00'	L=29.68'
C12	D=01°48'10\"	R=800.00'	L=22.03'
C13	D=04°25'19\"	R=800.00'	L=61.74'
C14	D=14°48'25\"	R=200.00'	L=61.69'
C15	D=10°18'53\"	R=450.00'	L=81.01'
C16	D=06°55'47\"	R=500.00'	L=60.47'
C17	D=03°03'59\"	R=1000.00'	L=53.52'
C18	D=01°33'07\"	R=2000.00'	L=54.17'
C19	D=00°55'29\"	R=102.00'	L=1.65'
C20	D=54°05'12\"	R=102.00'	L=114.09'
C21	D=28°33'23\"	R=350.00'	L=174.44'
C22	D=27°05'44\"	R=225.00'	L=106.47'
C23	D=16°44'13\"	R=800.00'	L=233.69'
C24	D=03°34'59\"	R=800.00'	L=80.03'
C25	D=23°24'27\"	R=200.00'	L=81.71'
C26	D=24°39'48\"	R=325.00'	L=139.90'
C27	D=12°04'27\"	R=800.00'	L=198.94'
C28	D=29°15'49\"	R=275.00'	L=140.45'
C29	D=11°31'33\"	R=450.00'	L=80.52'
C30	D=11°31'33\"	R=400.00'	L=81.99'
C31	D=05°08'08\"	R=500.00'	L=44.81'
C32	D=05°35'26\"	R=420.00'	L=40.98'
C33	D=07°35'26\"	R=550.00'	L=72.86'
C34	D=15°27'06\"	R=300.00'	L=80.90'

LEGEND

- INDICATES 5/8" REBAR SET THIS SURVEY TAGGED L.S. 7386
- ◆ INDICATES 2" PIPE WITH ALUMINUM CAP STAMPED AS SHOWN HEREON
- INDICATES 1" IRON PIPE FOUND PER 17-M-10 & 52-M-100
- ⊙ INDICATES OAK TREE SECTION CORNER FOUND PER BLM NOTES CHECKS WITH TOPO CALLS
- ⊗ INDICATES 2" ALUMINUM CAP ON 5/8" REBAR TAGGED L.S. 3488
- ⊘ INDICATES 43-M-55, 42-M-63 FOUND PER 17-M-11
- INDICATES 2" ALUMINUM CAP ON 5/8" REBAR TAGGED L.S. 4951
- ▲ INDICATES 3/4" REBAR TAGGED R.C.E. 10761 FOUND PER 17-M-11
- ⊠ INDICATES STEEL FENCE CORNER POST SET IN CONCRETE
- ⊡ INDICATES CALCULATED POSITION NOTHING FOUND OR SET
- ⊢ INDICATES MEASURED AND RECORD
- ⊣ INDICATES FENCE LINE
- ⊤ INDICATES APPROXIMATE PROPERTY LINE

SEC'S 3 & 4, T.6N., R.10E., M.D.B. & M.



11-04

Bk 8

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

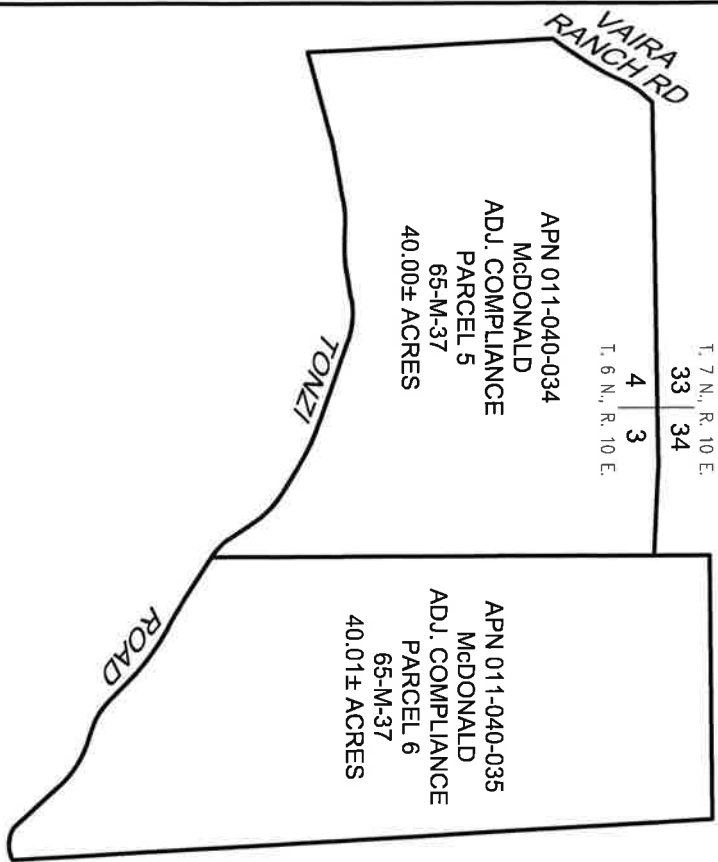
Map changes become effective with the 2021-2022 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

* Legal Parcels Split by Tax Area Code line
 ** NOTE: Sec. 606 - Multiple Revenue District

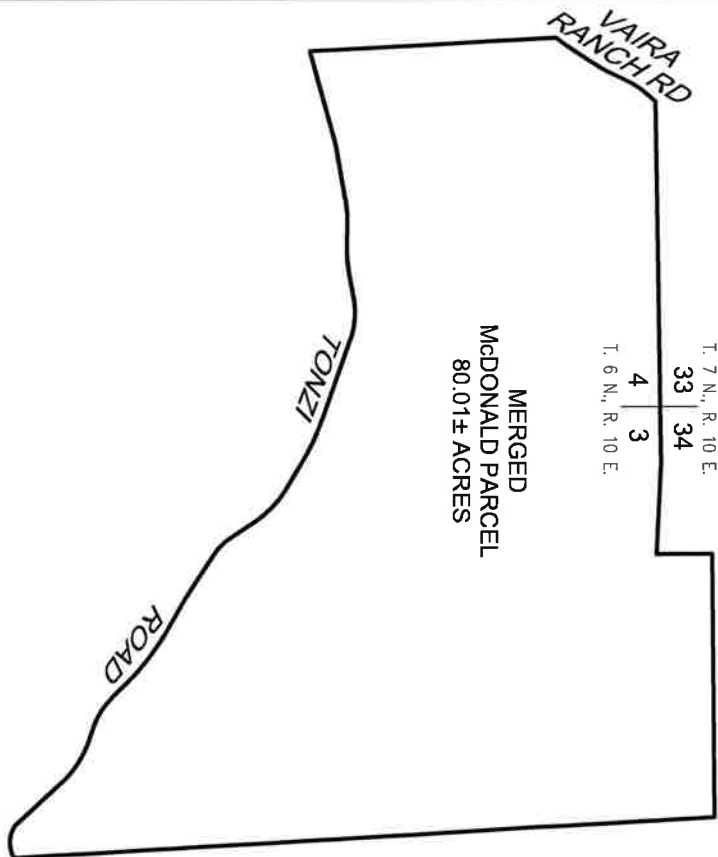
- R.M.Bk.52, Pg.100 (12/22/1999)
- 1-R.M.Bk.56, Pg.24 (12/18/2003)
- 2-R.M.Bk.65, Pg.37 (12/19/2018)
- 3-R.M.Bk.66, Pg.46 (08/12/2020)

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

Assessor's Map Bk. 11 , Pg. 04
 County of Amador, Calif.



BEFORE



AFTER

DATE: 9.27.2023
 SCALE: 1" = 400'
 DRAWN BY: GAW
 JOB NO.: 2308-14
 SHEET
1
 OF 1 SHEET

EXHIBIT MAP
McDONALD
 PROPOSED MERGER
 PORTION OF SECTIONS 3 AND 4, T. 6 N., R. 10 E., M. D. M.
 ALSO BEING A PORTION OF SECTION 34, T. 7 N., R. 10 E., M. D. M.
 AMADOR COUNTY, CALIFORNIA

TOMA & ASSOCIATES INC.
 ENGINEERING - SURVEYING - PLANNING
 41 Summit Street, Jackson, CA 95642
 (209) 223-0156

NOTICE OF PUBLIC HEARING

The County Surveyor hereby gives notice of proposed Certificate of Merger requested by David Mark Allen McDonald and Dalaine Lyndsay McDonald. The properties involved in said merger are located along Tonzi Road and off Vaira Ranch Road, Adjusted Compliance Parcels 5 and 6 as shown on Book 65 of Maps and Plats Amador County Records at Page 37. Assessor's Parcel No.'s 011-040-034 and 011-040-035.

A Public Hearing to consider said Merger will be held at the County Administration Building, Board of Supervisor Chambers, 810 Court Street, Jackson, California 95642, on February 20, 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.

If you have any questions, or desire further information, please contact Surveying (209) 223-6371.

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
SCHEDULE PUBLIC HEARING FOR MERGER RESOLUTION NO.
FOR DAVID MARK ALLEN
AND DALAINE LYNDSAY MCDONALD

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to conduct a public hearing for the Merger of Adjusted Compliance Parcels 5 and 6 as shown on Book 65 of Maps and Plats Amador County Records at Page 37 for David Mark Allen McDonald and Dalaine Lyndsay McDonald; and

BE IT FURTHER RESOLVED that a public hearing to consider said merger will be held at the County Administration Center, 810 Court Street, Jackson, California, on February 20, 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 6th of February 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 6, 2024

SUBJECT

Public Health Reclassification Requests

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo - Public Health Reclassifications - Revised Request.doc](#)
- [Department of Public Health Justification for Reclassification Requests.docx](#)



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: January 30, 2024

SUBJECT: Agenda Item for February 6, 2024 Board Consent Agenda
Public Health Department – Reclassification Requests

The Public Health Director has submitted the following reclassification requests:

- Reclassify the current Registered Nurse (RN) Range 3075, Step A \$35.33 to Step E \$42.94 to a Public Health Nurse (PHN) II Range 4037, Step A \$44.95 to Step E \$54.64. The current RN has recently completed her Bachelor's degree and PHN certification and is performing the work of a PHN II
- Reclassify the current Outreach Specialist Range 2126, Step A \$25.83 to Step E \$31.40 who is working in Emergency Preparedness to a Public Health Program Coordinator Range, 2844 Step A \$33.02 to Step E \$40.14.

An employee reclassified to a class at a higher range shall be placed at the step closest to but not lower than their previous salary.

Public Health has the funding to support the reclassification requests.

If the Board does not approve the Director's request to reclassify these positions, the employees will remain in their current classifications and the department may not be able to meet the requirements for their programs or the needs of the community.

January 23, 2024

Public Health Director's Justification for Reclassification Requests:

- We would like to dual-class our Finance Technician; she is also an RN and has been supporting our Foster Care Nurse in the foster care program. I would like to dual-class her position so that we can continue to enhance our support in the foster care program and utilize her nursing expertise.
- Reclassify Danae Littlefield RN; she has recently completed her Bachelor's degree and PHN certification. Currently, there are two other nurses who are PHN I's, although they do not have their PHN certification. They were started in these positions as a PHN I, so we could offer a better salary in addition to the difficulty of hiring and retaining nurses. Danae is currently doing the work of a PHN II. Therefore, I would like to reclassify her as a PHN II.
- Reclassify our Outreach Specialist within our Emergency Preparedness Program. Given the nature of Emergency Preparedness and the off-hours availability that may require immediate attention, the change to a Program Coordinator aligns with the responsibilities and expectations associated with the role.

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: February 6, 2024

SUBJECT

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

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor Auditor

ATTACHMENTS

- [005-170-021-000.pdf](#)
- [038-270-047-000.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
005-170-021-000	2023	A0521	S	005-170-021-000	005-170-021-000	052-046	052-046
R&T 1	4831	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							050

	Roll Value	New Value	Sup From Net	Sup To Net
Land	106,725	85,101		
Structure	910,000	21,624		
Growing		25,543		
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-884,457		

Owner MORGAN ROCK TRUST
Mailing Address 1350 COOK RD
IONE CA 95640-9501

Situs 1200 COOK RD
IONE CA 95640

Bill Comments ADJUSTED VALUE TO REFLECT
RESTRICTED LAND & GROWING

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

TaxBill Days	[]	Print R/C Wks	C
R/C Date	Jan 30, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-046-994-000	2022	A0520	C	005-170-021-000	005-170-021-000	052-046	052-046
R&T 1	4831	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							050

	Roll Value	New Value	Sup From Net	Sup To Net
Land	106,716	85,101		-21,615
Structure	910,000	21,200	910,000	21,200
Growing		25,543		25,543
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-884,872	-884,872	

Supl Info

N	10 % PP Penalty	Event From/Thru Dates		
N	Restricted	Nov 3, 2022	Nov 03, 2022	
N	Timber Preserve	Ownership From/Thru Dates		
N	5151 Interest	Nov 3, 22	Jun 30, 23	
N	506 Interest	506/5151 From/Thru Dates		
		From 1	From 2	Thru

Owner MORGAN ROCK TRUST
Mailing Address 1350 COOK RD
IONE CA 95640-9501

Situs 1200 COOK RD
IONE CA 95640

Bill Comments ADJUSTED VALUE TO REFLECT
RESTRICTED LAND & GROWING

TaxBill Days	240	Print R/C Wks	C
R/C Date	Jan 30, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
038-270-047-000	2023	A0515	S	038-270-047-000	038-270-047-000	052-008	052-008
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	893			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	-893	Supl Change

Supl Info

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

Owner RODMAN ELTON V TR & DENNIS R & ERROL V TR & LAGUE
Mailing Address LAGUE KIMBERLY A & RODMAN DENNIS R SUCC TRSTES
PO BOX 278
PINE GROVE CA 95665

Situs

Bill Comments REMOVED VALUE PARCEL IS A ROADWAY

TaxBill Days		Print R/C Wks	C
R/C Date	Jan 24, 2024	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 6, 2024

SUBJECT

Behavioral Health and California Mental Health Services Authority (CalMHSA) - amendment to MOU for Peer Support Specialist Certification Programs

This amendment adds an additional charge if a staff member allows their certification to lapse.

Recommendation:

Approve and sign amendment.

4/5 vote required:

No

Distribution Instructions:

Please return signed copies to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo to BOS re MOU Amendment CalMHSA Peer Support Specialist Certification.pdf](#)
- [3693 WORK 2023 AMADOR MOU AM1_1.29.24.docx](#)
- [Amador County CalMHSA Medi-Cal Peer Support Specialist Program Offerings MOU.Fully Executed.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, LCSW - Behavioral Health Director *mc*

Date: January 31, 2024

RE: Amendment to MOU between Behavioral Health Department and California Mental Health Services Authority (CalMHSA) - Peer Support Specialist Programs

Background:

Behavioral Health established a MOU with CalMHSA to provide Peer Support Specialist Certification Program in April 2023. DHCS encourages counties to take advantage of the opportunity to work with CalMHSA for their certification, training and supervision programs.

Counties not working with CalMHSA will need to develop their own training, certification and supervision program plans. ACBH does not have the capacity or staffing to develop and manage these programs.

Overview & Staff Analysis:

This amendment adds an additional charge if a staff member allows their certification to lapse.

Recommendation/Request:

Approve and sign MOU Amendment #1 – Medi-Cal Peer Support Specialist Certification Program between Amador County Behavioral Health and California Mental Health Services Authority.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
 MEMORANDUM OF UNDERSTANDING AMENDMENT #1
 Medi-Cal Peer Support Specialist Certification Program (“Program”)

This Memorandum of Understanding Amendment (“Amendment”) amends MOU No. 3693-WORK-2023-AMC (“MOU”), a contract by and between the California Mental Health Services Authority (“CalMHSA”) and Amador County (“Participant”) for the Participant to purchase Medi-Cal Peer Support Specialist Certification program items as needed. This Amendment shall be effective upon execution of this Amendment by both parties.

The MOU is hereby amended to correct language set out in two sections of the MOU, EXHIBIT B, General Terms and Conditions, Section V. Fiscal Provisions, Item B, Rates for Services table and Attachment A, Medi-Cal Peer Support Specialist Program Order Form Template, to add a \$50 Late Fee for Certification Renewal as an additional item available for purchase.

All other terms or provisions in the initial MOU No. 3693-WORK-2023-AMC not amended by this Amendment shall remain in full force and effect.

MODIFICATIONS TO THE MOU

- B. The existing MOU EXHIBIT B, General Terms and Conditions, Section V. Fiscal Provisions, Item B, Rates for Services table is replaced with the below EXHIBIT B, General Terms and Conditions, Section V. Fiscal Provisions, Item B, Rates for Services table to add a \$50 Late Fee for Certification Renewal as an additional item available for purchase.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

- V. Fiscal Provisions
 - B. Rates for Services –

Item	Cost
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850
Application for Medi-Cal Peer Support Certification	\$100
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*
Crisis Specialization Training Course	Not to Exceed \$1600*
Unhoused Specialization Training Course	Not to Exceed \$1600*

Justice-Involved Specialization Training Course	Not to Exceed \$1600*
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt
Exam Retake	\$150/per attempt
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300
Late Fee for Certification Renewal - The fee is imposed when certification has expired for renewals.	\$50
Supervisor Training	\$0

*Training Course Fees will be dependent on the Training Vendor Selected

- B. The existing MOU Attachment A is replaced with the below Attachment A to add a \$50 Late Fee for Certification Renewal as an additional item available for purchase.

ATTACHMENT A – ORDER FORM TEMPLATE

[ORDER FORM #]

[DATE]

PARTICIPANT:

PAYMENT MADE TO:
 California Mental Health Services Authority
 1610 Arden Way, STE 175
 Sacramento, CA 95815

Medi-Cal Peer Support Specialist Program Order Form			
Item	Cost	Number of Items	Total

3693 WORK 2023 AMADOR MOU AM1
 Medi-Cal Peer Support Specialist Certification Program
 Amador County
 January 29, 2024

Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850		
Application for Medi-Cal Peer Support Certification	\$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*		
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*		
Crisis Specialization Training Course	Not to Exceed \$1600*		
Unhoused Specialization Training Course	Not to Exceed \$1600*		
Justice-Involved Specialization Training Course	Not to Exceed \$1600*		
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt		
Exam Retake	\$150/per attempt		
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80		
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80		
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300		
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300		
Late Fee for Certification Renewal	\$50		
Supervisor Training	\$0		
Total Cost for Items			
Administrative Fee 15% for Cost of Items*			
Total Cost			

*Administrative Fee only applies to specific items as identified in Exhibit B of 3693-WORK-2023-AMC MOU.
** Training Course Fees will be dependent on the Training Vendor Selected. Participant will confirm with CalMHSA which fees to input based on their staff training selection.

Authorized Signatory:

Name: _____

Date: _____

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): Brian Oneto

Title: Board of Supervisors/ CAO Date: _____

Signed: _____ Name (Printed): Gregory Gillott

Title: County Counsel Date: _____

Signed: _____ Name (Printed): Melissa Cranfill, LCSW

Title: Director of Behavioral Health Date: _____

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
MEMORANDUM OF UNDERSTANDING
COVER SHEET

1. Amador County ("Participant") desires to participate in the Program identified below.

Name of Program: Medi-Cal Peer Support Specialist Program Offerings

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this Memorandum of Understanding (MOU). The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description and Funding
- Exhibit B General Terms and Conditions
- Attachment A Order Form Template

3. The maximum amount payable under this MOU is not to exceed \$25,000.

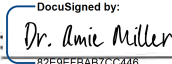
4. Funds payable under this MOU are subject to reversion:

- Yes: Reversion Date _____
- **Not subject to reversion**

5. The term of the Program is April 1, 2023, through March 31, 2025


6. Authorized Signatures:

CalMHSA


Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
DocuSigned by: 82E9EFB8B7CC446...

Title: Executive Director Date: 5/5/2023

Participant: Amador County

Signed:  Name (Printed): Jeffrey Brown
 Title: Board of Supervisors/ CAO Date: 4/6/23

Signed:  Name (Printed): Greg Gillott
 Title: County Counsel Date: 4/25/23

Signed:  Name (Printed): Melissa Cranfill, LCSW
 Title: Director of Behavioral Health Date: 5/2/2023

Memorandum of Understanding
EXHIBIT A – PROGRAM DESCRIPTION

- A. Name of Program: Medi-Cal Peer Support Specialist Program**
- B. Term of Program: April 1, 2023, through March 31, 2025**
- C. Program Objective and Overview:**

CalMHSA established a Medi-Cal Peer Support Specialist Certification program as required in BHIN 21-041 for interested counties. This program allows the Participant to purchase Medi-Cal Peer Support Specialist Certification related items as needed.

Memorandum of Understanding
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Memorandum of Understanding, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- I. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- II. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- III. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- IV. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- V. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- VI. Program – The program identified in the Cover Sheet.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - a. Act as the Fiscal and Administrative agent for the Program.
 - b. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - c. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - d. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - a. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
 - b. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 - c. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
 - d. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
 - e. Provide feedback on Program performance.

- f. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The term of the Program is 24 months.
- B. This MOU may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the MOU upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed **\$25,000** during the project period.
- B. **Rates for Services –**

Item	Cost
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850
Application for Medi-Cal Peer Support Certification	\$100
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*
Crisis Specialization Training Course	Not to Exceed \$1600*

3693-WORK-2023-AMC
Medi-Cal Peer Support Specialist Program Offerings
April 5, 2023

Unhoused Specialization Training Course	Not to Exceed \$1600*
Justice-Involved Specialization Training Course	Not to Exceed \$1600*
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt
Exam Retake	\$150/per attempt
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300
Supervisor Training	\$0

***Training Course Fees will be dependent on the Training Vendor Selected.**

C. Payment Method –

Participant will submit an Order Form to CalMHSA on a monthly basis at accountsreceivable@calmhsa.org using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice Participant for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Administrative Fee –

Participant is subject to a 15% administrative fee to be charged only to the following items:

- Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)
- 80-hour Core Competency Training for Medi-Cal Peer Support Specialist
- Parent Family Caregiver Specialization Training Course
- Crisis Specialization Training Course

- Unhoused Specialization Training Course
- Justice-Involved Specialization Training Course

VI. Limitation of Liability and Indemnification

- A.** CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this MOU, without authorization or contrary to Participant’s instructions.
- B.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

Memorandum of Understanding
Attachment A – Medi-Cal Peer Support Specialist Program Offerings**[ORDER FORM #]****[DATE]****PARTICIPANT:****PAYMENT MADE TO:**California Mental Health Services Authority
1610 Arden Way, STE 175
Sacramento, CA 95815

Medi-Cal Peer Support Specialist Program Order Form			
Item	Cost **	Number of Items	Total
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850*		
Application for Medi-Cal Peer Support Certification	\$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*		
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*		
Crisis Specialization Training Course	Not to Exceed \$1600*		
Unhoused Specialization Training Course	Not to Exceed \$1600*		
Justice-Involved Specialization Training Course	Not to Exceed \$1600*		
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt		
Exam Retake	\$150/per attempt		
Biennial Renewal for-- re-certification for Medi-Cal Peer Support Specialist	\$80		
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80		
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300		

3693-WORK-2023-AMC
 Medi-Cal Peer Support Specialist Program Offerings
 March 16, 2023

Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300		
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300		
Supervisor Training	\$0		
Total Cost for Items			
Administrative Fee 15% for Cost of Items*			
Total Cost			

***Administrative Fee only applies to specific items as identified in Exhibit B of ____ MOU.**
**** Training Course Fees will be dependent on the Training Vendor Selected. Participant will confirm with CalMHSA which fees to input based on their staff training selection.**

Authorized Signatory:

Name: _____

Date: _____

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 6, 2024

SUBJECT

Sheriff's Employee Referral Bonus Program

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Sheriff's Office and Human Resources

ATTACHMENTS

- [Memo- Sheriff Employee Referral Bonus Program.doc](#)
- [Sheriff Employee Referral Bonus Program Guidelines.doc](#)
- [Employee Referral Program Form.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: January 31, 2024

SUBJECT: Agenda Item for February 6, 2024 Board Consent Agenda
Sheriff's Employee Referral Bonus Program

The Sheriff has requested the implementation of an "Employee Referral Bonus Program" effective March 9, 2023 through September 30, 2024 unless extended at the request of the Sheriff and approved by the County Administrative Officer for hard to fill positions, which include Dispatcher, Correctional Officer and Deputy Sheriff.

The referral bonus amount for a referred employee is \$500.00 and will be payable once the referred employee has been sworn in. An employee may receive multiple referral bonuses not to exceed \$2000.00.

The Deputy Sheriff's Association, Sheriff's Office Association and the Sheriff's Office Mid-Management Association have reviewed the Employee Referral Bonus Program guidelines and form and support the implementation of the program.

Please approve the Employee Referral Bonus Program. If the Board does not approve the program there will be no monetary incentive for staff to encourage applicants to apply for the hard to fill positions.



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
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Sheriff's Department Employee Referral Bonus Program Guidelines

Purpose

The purpose of the Employee Referral Bonus program is to provide an incentive award to current employee(s) in a full-time or part-time position who bring new talent to the Sheriff's Department in hard to fill classifications by referring applicants who are subsequently selected and successfully employed in these hard to fill positions starting March 9, 2023 through September 30, 2024 unless extended at the request of the Sheriff and approved by the County Administrative Officer.

Eligibility and Participation

Applicant – Applicants are persons not currently employed with the Sheriff's Department.

Referring Employee – All full-time and part-time employees are eligible to receive a referral bonus with the exception of at least the following:

- Managers/Directors
- Employees whose regular, recurring, jobs include recruitment of employees
- Supervisors or other persons associated with the selection of the candidate
- All Human Resources Department employees
- Family members

Positions – Positions eligible for this program must be determined by the Sheriff to be "hard to fill" positions

The following factors should be considered when designating a position as "hard-to-fill" positions:

- How critical the position is to the agency's operation and mission
- The success of recent efforts to recruit candidates and retain employees in like positions
- The availability in the labor market of well-qualified candidates for employment
- Recent turnover in similar positions
- Special qualifications needed for the position
- Other unique factors that demonstrate difficulty in filling the position

Current identified positions as hard-to-fill -

- Dispatcher
- Correctional Officer
- Deputy Sheriff

Referral Bonus Amount

- \$500.00

- An employee may receive multiple Employee Referral Bonuses, the total cannot exceed \$2000.00
- Referral bonuses will be paid in one lump sum in the employees' paycheck (taxed and not pensionable) and will be payable once employee referred has been sworn in

Employee Referral Program Administration

The Employee Referral Program will operate in accordance with the following program requirements:

- Referral bonuses are awarded at the discretion of the Sheriff or his designee
- The Sheriff will provide a form for completion and submission by either the applicant or the referring employee with the applicants application indication that the referring employee has made the referral
- The Sheriff will designate the position as "hard-to-fill prior to the position being posted
- Employees selected for eligible positions must be sworn in prior to the referring employee being eligible to receive the referral bonus
- Referred candidates cannot be current employees of the Sheriff Department in any capacity, including temporary employees
- Any disputes arising from the application of this program will be the responsibility of the Sheriff or his designee to resolve and will not be considered a grievance
- The hiring process will be fair and consistent with agency policy and procedures, with no bias against candidates whose selection might make another employee eligible for a referral bonus



Employee Referral Bonus Program Form

To refer an applicant in a hard-to-fill position for employment and be eligible to receive the \$500.00 Employee Referral Bonus, current eligible part-time and full-time employees are asked to do the following:

- Read the Employee Referral Bonus guidelines
- Complete the Employee Section and Applicant Section below
- Submit the completed form to the Sheriff's Office

Employee Section

Referring Employee Name: _____
Employee's Department: _____
Employee's Phone Number: _____
Employee's Email Address: _____

Applicant Section

Applicant's Name: _____
Applicant's Address: _____
Applicant's Phone Number: _____
Applicant's Email Address: _____
Position Applied for: _____

For Sheriff's Department's Use Only

Employee meets requirements for Bonus Program ___ Yes ___ No

If not, why: _____

Applicant date sworn in: _____

Approved: _____ Denied: _____

Signature of Sheriff or Designee: _____

For Auditor's Use Only

Date employee paid referral bonus _____

Payroll Signature: _____

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 6, 2024

SUBJECT

Social Services Department – Request to add five new positions.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Social Services

ATTACHMENTS

- [Memo Social Services Additional Positions.doc](#)
- [Memo Request to add two Elig Worker positions.doc](#)
- [Memo Request to add one IHSS SW position.docx](#)
- [Memo Request to add one Elig Supervisor position.docx](#)
- [Memo Request to add one CPS SW.docx](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
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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: January 31, 2024
SUBJECT: Agenda Item for February 6, 2024 Board Consent Agenda
Social Services Department – Addition of Five New Positions

The Social Services Director has requested to add the following positions:

- Two Eligibility Worker I/II
- One Eligibility Supervisor
- One CPS Social Worker
- One IHSS Social Worker

With the current staffing levels in the Social Services Department it is challenging to meet the current demands to serve the community. The addition of these positions will help meet that demand. No County general funds will be needed to support these positions.

The Social Services Director has provided memos with justification for each of these positions.

Positions within the Department of Social Services are required by State law to be covered by the Merit System Personnel Standards of the State Personnel Board set forth in Title 2, Division 5 of the California Code of Regulations.

If the Board does not approve the request to add the additional positions, the department who is already experiencing a staffing shortage, may be unable to continue to provide timely, accurate and efficient services to their internal and external clients.

DEPARTMENT OF SOCIAL SERVICES

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



Date: 1/31/2024
To: Amador County Board of Supervisors
From: Anne Watts, Director, Amador County Department of Social Services
Re: Request to add two Eligibility Worker I/II positions

The Department of Social Services (DSS) is requesting to add two Eligibility Worker I/II positions.

Below is the pay scale for the Eligibility Worker I/II classification:

Step A \$18.84 – Step E \$22.90
Step A: \$20.71 – Step E \$25.17

Justification:

1. Eligibility Workers manage caseloads of several public assistance programs, including CalFresh, Medi-Cal, and CalWORKs.
2. The Eligibility unit caseload, considering all programs, has grown significantly. In September 2019, the number of active cases was 3,912. In September 2023, the case count increased to 8,261. This caseload, in addition to the processing of new applications, is managed by 14 Eligibility Workers and one Eligibility Screener.
3. The Department of Social Services has repeatedly and significantly underspent its Medi-Cal administration allocations intended to pay for staff to accurately process and manage Medi-Cal applications and cases. Each year, unspent Medi-Cal funding is redistributed to other counties.
4. The Department will be receiving a substantial increase in its CalFresh administration allocation for FY 23/24. For FY 22/23, the state general fund allocation was \$552,428.00. The state general fund allocation for FY 23/24 is \$1,515,544.00. This increase was due in large part to changes in the budget methodology used by the state to determine each counties' funding needs. This new methodology considers caseload size as well as case processing time and will be the methodology used moving forward. The state anticipates CalFresh caseload growth in FY 23/24.
5. Adding positions and decreasing the workload of individual workers will increase timeliness and accuracy. Each program is regularly audited by the state. It is expected that counties use their available state and federal resources to meet program requirements and to determine eligibility accurately and timely. With current staffing levels, the department is not maintaining compliance related to timeliness or other program requirements on a consistent basis or at the level expected.

Primary Responsibilities:

1. Conduct interviews with applicants and recipients to elicit eligibility information, obtain and/or verify financial, employment, tax and personal demographic information and determine eligibility for public assistance programs and services
2. Explain regulations, rules and policies to clients and apprise them of their rights, responsibilities for participation in various public assistance programs and services
3. Determine the level of benefits to which the client is entitled by making complex computations and/or computer entries and then analyzing the results
4. Monitor on-going eligibility by obtaining periodic updated information of eligibility factors and take appropriate actions on changes
5. Determine need for additional services and make referrals as needed for employment and other services to outside agencies to assist clients toward self-sufficiency
6. Enter and maintain case records, including written narratives, forms and computer documents in a clear and readable format

Departmental Programs:

The positions will be located within the Department of Social Services and will report to an Eligibility Supervisor. The staff will manage caseloads of various public assistance programs, including CalFresh, Medi-Cal, and CalWORKs.

Funding:

No county general funds will be needed to support these positions.

The Department of Social Services receives administrative allocations, including both state and federal funds, to manage CalFresh, Medi-Cal, and CalWORKs. The Department is receiving an increase in its CalFresh administration allocation in fiscal year 23/24, which is expected to continue due to changes in the state's budget methodology. The Department underspends its Medi-Cal administration allocation. The Department has the funding to sustain these new positions long-term.

The fully funded cost of each position is estimated to be \$64,500 - \$70,000 (\$129,000 - \$140,000 for the two positions) for the first 12 months, dependent upon a level I or a level II being hired.

This total cost includes the equipment needs listed below.

Equipment and Space Needs:

The new Eligibility Worker workspaces will be located at the Health and Human Services building.

DSS will need to purchase additional items, such as computers, monitors, telephones, and chairs. We would need to add two email addresses and two telephone extensions. We estimate these costs to be approximately \$2,155.

Performance Measures:

The Department has established the following two performance objectives for the current and next fiscal year directly related to this request. The addition of these positions will assist the Department in reaching these goals, and others.

1. Improve case compliance in CalFresh eligibility determinations to ensure that clients receive accurate benefit amounts and are not burdened with unnecessary verification requirements during the application process.
2. Successfully complete timely Medi-Cal annual redeterminations at a rate of 90%.

Impact if not approved:

If these positions are not approved, state and federal funds intended for our community will continue to be unspent and redistributed to other counties. The Department has an obligation to use the funds intended for Amador County residents to provide quality and timely services and benefits. Each program is regularly audited by the state. It is not appropriate for a county to underspend its administration allocations if doing so results in not meeting community needs and program requirements.



DEPARTMENT OF SOCIAL SERVICES

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

Date: 1/31/2024
To: Amador County Board of Supervisors
From: Anne Watts, Director, Amador County Department of Social Services
Re: Request to add one In Home Supportive Services (IHSS) Social Worker I/II/III

The Department of Social Services (DSS) is requesting to add one In Home Supportive Services (IHSS) Social Worker position.

Below is the pay scale for the Social Worker classification:

Social Worker I: Step A \$25.58 – Step E \$31.09
Social Worker II: Step A \$28.19 – Step E \$34.27
Social Worker III: Step A \$30.94 – Step E \$37.61

Justification:

1. The IHSS Program assists with payment of personal and domestic services that enable blind, or disabled adults and children, and elderly individuals, who have a Medi-Cal eligibility determination, to remain safely in their homes.
2. The Department has two full-time social worker positions assigned to IHSS and one Supervisor who also oversees Adult Protective Services. The social workers determine program eligibility through an initial assessment process and conduct annual and change reassessments in recipient homes. These positions are paid for with an IHSS administrative allocation from the state, realignment dollars, and an allocation used for IHSS Quality Assurance and Program Integrity activities.
3. The IHSS caseload has grown significantly.

Approved cases

2020: 333 (monthly average)

2021: 362

2022: 400

2023: 432

New applications in pending status:

2020: 25 (monthly average)

2021: 32
2022: 47
2023: 55

4. In Home Supportive Services is mandated by the state to complete a variety of Quality Assurance (QA) and Program Integrity (PI) activities on an ongoing basis. These include, but are not limited to, the following:
 - Program Integrity: 24 unannounced home visits (UHV) each year, directed mailings, referring cases of suspected fraud in the IHSS program to the appropriate investigative agencies
 - The number of UHVs has increased from 12 to 24 this fiscal year due to the increase in the county's IHSS caseload.
 - Quality Assurance: 127 desk reviews, 25 home visits, and targeted reviews
5. The Amador County Department of Social Services' IHSS Social Worker Supervisor has been completing all PI and QA activities in addition to her supervisory responsibilities for IHSS and Adult Protective Services. Because of the increase in caseload, the Supervisor has also been assisting with initial assessments and annual reassessments.
6. The Department's administrative allocation increased from \$193,500 to \$216,811 in fiscal year 2023/2024. Realignment dollars will be used for any expenses incurred in excess of that allocation.

Primary Responsibilities:

1. Receive and process applications for IHSS.
2. Conduct in home initial assessments to determine eligibility.
3. Complete in home annual reassessments for IHSS recipients to determine any changes in needs or level of care.
4. Follow complex regulations to assess recipient needs, including the hours of care needed in various service categories.
5. Refer applicants and recipients to community resources, as needed.
6. Operate a statewide case management system.
7. Complete thorough and timely documentation of all assessments and communications with applicants and recipients of IHSS.

Departmental Programs:

The position will be located within the Department of Social Services and will report to the Adult Services Social Worker Supervisor.

Funding:

The position will not require any County General Funds.

The position will be fully funded by allocations from the state designated for this purpose to fulfill IHSS mandates and with county realignment dollars.

The fully funded cost is estimated to be in the range of \$98,000 - \$102,500 for the first 12 months, assuming a Social Worker I/II is hired.

This total cost includes the equipment needs listed below.

Equipment and Space Needs:

The new Social Worker position workspace will be located in the Health and Human Services building.

DSS will need to purchase additional items: one computer, monitor, telephone, and chair. We would need to add one email address and one telephone extension. We estimate these costs to be approximately \$4,180.

Performance measures:

The Department has established the following performance objective for the current and next fiscal year directly related to this request:

1. Complete timely annual reassessments for IHSS recipients, at a rate of at least 80% by the end of fiscal year 2023/2024 and 90% by the end of fiscal year 2024/2025.

The addition of this position is intended to assist the Department in reaching this goal and others.

Impact if not approved:

The addition of this position will result in benefits to our Department, our staff, and, most importantly, the community. Without fully utilizing the state's funding for the purpose of meeting its mandates, the Department has been sacrificing the quality of its work elsewhere. This has been seen in timely completion of work and accuracy of work. If not approved, these errors will continue, to the detriment of the public being served.

DEPARTMENT OF SOCIAL SERVICES

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



Date: 1/31/2024

To: Amador County Board of Supervisors

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

Re: Request to add one Eligibility Supervisor position

The Department of Social Services (DSS) is requesting to add one Eligibility Supervisor position.

The pay scale for the Eligibility Supervisor position is:

Step A \$29.05 – Step E \$35.31

Justification:

1. Eligibility Workers manage caseloads of several public assistance programs, including CalFresh, Medi-Cal, and CalWORKs.
2. The Department of Social Services currently has two Eligibility Supervisors responsible for supporting and guiding 14 Eligibility Workers and one Eligibility Screener. The Department's two Employment Training Workers do not have a direct supervisor and instead report to the Eligibility Program Manager.
3. The Department of Social Services has received a significant increase in its CalFresh state general fund administration allocation to be used for staffing to process and manage CalFresh applications and cases. For FY 22/23, that allocation was \$552,428.00. The allocation for FY 23/24 is \$1,515,544.00. This increase is in large part due to a change in the budget methodology used by the state to determine each county's funding needs. The methodology considers caseload size as well as case processing time. The state anticipates growth in the CalFresh caseload.
4. A part of the FY 23/24 administration allocation is intended to meet the new requirement that each county assign a staff person as a liaison for institutions of higher public education. The liaisons will provide information on programs and services offered by the county welfare department available to students. This allocation is intended to support the portion of time spent by the county staff liaisons working with institutions of public higher education and students related to the CalFresh Program. Amador County's allocation for this purpose is \$38,500.00. One Eligibility Supervisor will be assigned this responsibility.
5. The Department of Social Services has repeatedly underspent its Medi-Cal administration allocations. Each year, unspent Medi-Cal funding is redistributed to other counties.
6. Adding a third Eligibility Supervisor will reduce the staff to supervisor ratio, which is currently approximately 7:1. This will increase support and training provided to staff and will allow supervisors additional time to ensure program compliance and eligibility

DRAFT

determination timeliness through quality assurance activities. The Employment and Training Workers will report to an Eligibility Supervisor instead of the Eligibility Program Manager.

Primary Responsibilities:

1. Plans, assigns, supervises and reviews the work of a unit of employees determining eligibility of applicants and recipients for public assistance programs
2. Selects, trains, evaluates and disciplines subordinate staff
3. Provides direction to staff on implementation of policies and procedures
4. Holds individual and group meetings to discuss or interpret rules, regulations and policies
5. Determines need for training and oversight and provides appropriate training and direction
6. Reviews and interprets information provided on a variety of forms both by the client and third parties to assist with eligibility determination
7. Responds to questions and complaints of clients in person, by telephone, mail and/or email communication
8. Identifies suspected fraud and makes referrals for investigation
9. Interviews complainants and addresses performance and personnel problems

Departmental Programs:

The position will be located within the Department of Social Services and will report to the Eligibility Program Manager. Programs assigned include CalFresh, CalWORKs, and Medi-Cal.

Funding:

No county general funds will be needed to support this position.

In fiscal year 23/24, the Department of Social Services is receiving a significant increase in its CalFresh administration allocation, which is expected to continue due to the changes in budget methodology. As stated above, the Department underspends its Medi-Cal administration allocations annually. The Department has the funding to sustain this new position long-term.

The fully funded cost for this position is estimated to be \$101,000 for the first 12 months.

This total cost includes the equipment needs listed below.

Equipment and Space Needs:

The new Eligibility Supervisor workspace will be located in the Health and Human Services building.

DSS will need to purchase additional items: one computer, monitor, telephone, and chair. We would need to add one email address and one telephone extension. We estimate these costs to be approximately \$2,155.

Performance Measures:

The Department has established the four objectives listed below for the current and next fiscal year

DRAFT

directly related to this request. The addition of this position is intended to assist the Department in reaching these goals.

1. Improve case compliance in CalFresh eligibility determinations to ensure that clients receive accurate benefit amounts and are not burdened with unnecessary verification requirements during the application process.
2. Successfully complete timely Medi-Cal annual redeterminations at a rate of 90%.
3. Increase the Welfare to Work orientation participation rate to 95%.
4. Increase the Welfare to Work Online CalWORKs Appraisal Tool (OCAT) completion rate to 80%.

Impact if not approved:

If not approved, the two Eligibility Supervisors will each be supporting 7-8 staff who are managing complex caseloads and deserve sufficient support and guidance. In addition, the Employment and Training Workers would continue to report directly to the Program Manager who has numerous other duties that limit availability for these workers.

Lastly, the Department has a separate request to add two additional Eligibility Worker positions. If approved, the staff to supervisor ratio would be approximately 9:1 without the addition of this Supervisor position.



DEPARTMENT OF SOCIAL SERVICES

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

Date: 1/31/2024

To: Amador County Board of Supervisors

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

Re: Request to add one Emergency Response Child Protective Services Social Worker I/II/III position

The Department of Social Services (DSS) is requesting to add one Child Protective Services Social Worker position.

Below is the pay scale for the Social Worker classification:

Social Worker I: Step A \$25.58 – Step E \$31.09
Social Worker II: Step A \$28.19 – Step E \$34.27
Social Worker III: Step A \$30.94 – Step E \$37.61

Justification:

1. The Budget Act of 2021 appropriated state general funds for the purpose of enhancing each county child welfare service agency's existing emergency response (ER) services intended to result in a net increase of staff for hotline and investigation functions. Funds will be available for expenditure until June 30, 2025. Amador County's State general fund allocation for fiscal year 2022/23 was \$225,038. The sharing ratio for this program is currently 85/00/00/15 (Federal/State/Health/County), for us to spend the full allocation, our total allowable costs would need to reach \$1.5m dollars. We have not received the 2023/24 allocation letter at the day of writing this memo, however we believe we have an allocation of at least \$160,777 due to the way the State sets up our claiming process. While continuation of funding past June 30, 2025 is uncertain, once this position is fully up and running, these costs can be input into our expense claim and allocated to our existing general funding allocations as we strengthen our programs and processes. This will allow us to continue to fund this position long term.
2. Counties are permitted to select from a list of allowable uses intended to increase the ER workforce, improve retention of staff, and/or improve the effectiveness and efficiency of a county's ER services.
3. In 2022, Amador County opted to use these ER funds to add one emergency response social worker position. This increased the number of ER social workers from two to

- three. The additional position did not fully expend the county's allocation.
4. The number of suspected child abuse reports made to the Department continues to increase. On average, 43 suspected child abuse reports were received each month in 2020, 51 per month in 2021, 57 per month in 2022, and 55 per month in 2023. An increase in staff assigned to ER has resulted in more timely and thorough investigations and assessments.
 5. The addition of this additional position will increase the total number of CPS social workers to nine, with four assigned to emergency response. While this remains low in comparison to other similarly sized counties, the addition of this position will benefit all staff in the unit by decreasing workload, increasing coverage when other staff are absent or when positions are vacant, and increasing the number of staff available to take after hours calls, therefore reducing the risk of staff burnout and turnover.

Primary Responsibilities:

1. Investigation of suspected child abuse reports
2. Safety and risk assessments
3. Safety planning
4. When it is necessary to open a child welfare case at the conclusion of an investigation, the ER social worker is responsible for preparing and filing juvenile dependency petitions, writing court reports, attending court hearings and testifying, finding placement for children, attending child and family team meetings, referring family members for services, along with additional responsibilities.

Departmental Programs:

The position will be located within the Department of Social Services and will report to a Social Worker Supervisor. The social worker will be assigned to Child Protective Services.

Funding:

No county general funds will be needed to support this position.

The fully funded cost is estimated to be \$94,500 - \$99,750 for the first 12 months, assuming a Social Worker I/II is hired.

This total cost includes the equipment needs listed below.

Equipment and Space Needs:

The new Social Worker workspace will be located in the Health and Human Services building. DSS will need to purchase additional items: A telephone, a chair, one email address and one telephone extension with some peripheral items, keyboard, etc. We estimate these costs will not exceed \$1,650.

Performance Measures:

The Department has established two objectives for the current and next fiscal year directly related to this request. The addition of this position is intended to assist the Department in reaching these goals, and to increase child safety and well-being.

1. Investigate reports of suspected child abuse and neglect that require a response within ten days at a rate of at least 90%.
2. Reduce the child welfare social worker vacancy rate to 12.5% or less.

Impact if not approved:

With current staffing, it has been extremely challenging for the Department to meet the workload demands to serve the community at the level it deserves, and to retain staff. If staffing levels remain as they currently are, investigations and assessments may not be completed timely or as thoroughly as necessary.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 6, 2024

SUBJECT

General Services Administration: ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project

Recommendation:

1) Award Invitation to Bid ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project to JPB Designs Inc., in an amount not to exceed \$596,610.00 and; 2) Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and; 3) 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; 4) Authorize the Board Chair 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.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Tacy Oneto-Rouen - Auditor, Richard Vela - Public Works Director, Mark Hopkins, Senior Project Manager

ATTACHMENTS

- [ITB 23-25 BOS Memo 2.1.24.pdf](#)
- [ITB 23-25 Bid Receipt Log 1.18.24.pdf](#)
- [ITB 23-25 PW Bid Eval Memo.pdf](#)
- [ITB 23-25 Bid Estimate Summary Sheet.pdf](#)
- [ITB 23-25 Bid Evaluation Form.pdf](#)
- [ITB_23-25 Sample Contract MSH.pdf](#)



GENERAL SERVICES ADMINISTRATION


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

LOCATION: 12200-B Airport Road, Martell, CA

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

MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Purchasing Manager 

DATE: February 1, 2024

RE: **ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project**

Bids for ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project were received, opened and read publicly on Thursday, January 18, 2024, at 1:30 PM. See attached Bid Receipt Log.

Analysis: Thirteen (13) bids were received. The bid submitted by the lowest bidder JPB Designs Inc., located in Orangevale, CA was for \$596,610.00, below the engineer's estimate of \$780,910.00. See the attached memo from Mark Hopkins, Senior Project Manager, with additional details of the engineer's estimate and evaluation of the low bidder's costs.

In addition to our legal ads, one thousand, four hundred, sixty-nine (1469) notifications were emailed via Public Purchase. Seventy-one (71) vendors accessed the information and thirteen (13) vendors provided bids. Attached is the department evaluation memo, bid evaluation form, and bid estimate summary for the thirteen (13) bids received.

Alternatives: None are recommended

Fiscal or Staffing Impacts: Budgeted

4/5ths vote: N/A

Recommendation: **1)** Award Invitation to Bid ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project to JPB Designs Inc., in an amount not to exceed \$596,610.00 and; **2)** Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and; **3)** 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; **4)** Authorize the Board Chair 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.

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Jon Hopkins, GSA Director
Richard Vela, Public Works Director
Mark Hopkins, Senior Project Manager
file

Attachments: Bid/RFP Receipt Log
PW Evaluation Memo
Bid Estimate Summary
Bid Evaluation Form
Sample Contract

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA 95654

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. ITB 23-25

Project Title: Sutter Creek Rd 8.1 & Pioneer Volcano Rd 1.44 Slope Protection Project

BID/RFP DUE DATE: 1/18/2024

DUE TIME: 1:30 PM

FACILITATOR: Transportation & Public Works **LOCATION:** 12200-B Airport Road, Martell, CA 95654

No.	Vendor Information	Amount
1	Vendor Name: <u>SUULTAAQ Inc.</u> City/State: <u>Suisun City, CA</u> Date/Time Received: <u>1-17-24 @ 10:12 am</u> Received By: <u>SK</u>	\$ <u>854,791.00</u>
2	Vendor Name: <u>Steelhead Constructors JV</u> City/State: <u>Redding, CA</u> Date/Time Received: <u>1-18-24 @ 10:35 am</u> Received By: <u>SK</u>	\$ <u>1,667,667.00</u>
3	Vendor Name: <u>Rock Morgan</u> City/State: <u>lone, CA</u> Date/Time Received: <u>1-18-24 @ 11:01 am</u> Received By: <u>Bm</u>	\$ <u>630,072.00</u>
4	Vendor Name: <u>Campbell Construction</u> City/State: <u>Sutter Creek, CA</u> Date/Time Received: <u>1-18-24 @ 11:51 am</u> Received By: _____	\$ <u>652,458.00</u>

No.	Vendor Information	Amount
5	Vendor Name: <u>R. Sutton Enterprises</u> City/State: <u>Vallecito Ca</u> Date/Time Received: <u>1/18/24 @ 1233pm</u> Received By: <u>DW</u>	\$ <u>623,812.00</u>
6	Vendor Name: <u>Rehak General Engineering</u> City/State: <u>Auberry, CA</u> Date/Time Received: <u>1/18/24 @ 12:51 pm</u> Received By: <u>DW</u>	\$ <u>740,030.00</u>
7	Vendor Name: <u>B & M Builders</u> City/State: <u>Rancho Cordova, CA</u> Date/Time Received: <u>1/18/24 @ 1:08 pm</u> Received By: <u>RM</u>	\$ <u>866,720.00</u>
8	Vendor Name: <u>Philbin Construction</u> City/State: <u>Laguna Niguel, CA</u> Date/Time Received: <u>1/18/24 @ 1:09 pm</u> Received By: <u>RM</u>	\$ <u>998,430.00</u>
9	Vendor Name: <u>Sierra Mtn Const. Lnc</u> City/State: <u>Sonora, Ca</u> Date/Time Received: <u>1/18/24 @ 1:20 pm</u> Received By: <u>Rm</u>	\$ <u>1,496,430.00</u>
10	Vendor Name: <u>K. W. Emerson Lnc</u> City/State: <u>San Andreas, CA</u> Date/Time Received: <u>1/18/24 @ 121 pm</u> Received By: <u>Rm</u>	\$ <u>885,670.00</u>

No.	Vendor Information	Amount
11	Vendor Name: <u>JPB Designs Inc</u> City/State: <u>Orangevale, Ca</u> Date/Time Received: <u>1/18/24 @ 1:24pm</u> Received By: <u>DW</u>	\$ <u>595,002.00</u>
12	Vendor Name: <u>Consolidated Eng Inc</u> City/State: <u>Jolly Springs, Ca</u> Date/Time Received: <u>1/18/24 @ 1:24pm</u> Received By: <u>RM</u>	\$ <u>825,221.00</u>
13	Vendor Name: <u>Ford Construction</u> City/State: <u>Lodi, Ca</u> Date/Time Received: <u>1/18/24 @ 1:28pm</u> Received By: <u>DW</u>	\$ <u>991,945.00</u>
14	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
15	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
16	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____



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: Jon Hopkins, GSA Director
FROM: Mark Hopkins, Senior Project Manager
DATE: January 31, 2024
SUBJECT: Bid Evaluation
ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project

The Department of Transportation and Public Works (Department) has reviewed the bids received for ITB 23-25 and attached the standard summary and evaluation forms. The Department received thirteen (13) bids ranging from \$596,610.00 to \$1,667,667.00, with the apparent low bid submitted by JPB Designs, Inc. The Engineers Estimate included an approximate ten (10) percent contingency. The advertised Engineer's Estimate was \$780,910.00. The lowest bid received is approximately thirty-one (31) percent lower than the Engineer's Estimate. In addition, five bids were below the advertised Engineer's Estimate, with eight bids above.

The advertised Engineer's Estimate fell within the middle of the range of bids. With the advertised Engineer's Estimate as a baseline, the Department analyzed and evaluated all bids received for this project. Below is a summary of the analyses/observations from the bid spreadsheet:

1. The Contractors bid item costs were not consistent across the board.
2. The cost estimate was prepared using the latest Contract Cost Data compiled by Caltrans for projects in District 10, which includes Amador County.
3. It is difficult to predict volatility that may occur on a project with these characteristics.
4. In conclusion, it's difficult to explain the significant variations. Some contractors will weigh unit prices high on items they feel they can increase quantities on in construction.

The evaluation reviewed all cost bid items, such as, Geosynthetic Reinforced Embankment (GRE), Alternative Geosynthetic Reinforced Rockery (GRR) or Soil (GRS) Wall and Roadway Excavation for the project. The unit prices submitted by JPB Designs, Inc. were \$125.00 per square foot, \$150.00 per square foot and \$40.00 per cubic yard respectively. The Engineer's Estimate was \$172.00 per square foot, \$182.00 per square foot and \$76.00 per cubic yard for those items respectively. All bid items from bidders were reviewed and within reason. All bid items varied.

After the evaluation JPB Designs, Inc. is an acceptable low-bidder for this project. Please contact me with any questions or concerns.

Attachments:

Bid Estimate Summary for ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project
ITB 23-25 Bid Evaluation Sheet

BID ESTIMATE SUMMARY FOR:

ITB 23-25 Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project

Federal-Aid Project:			County Project Number 3000-356213				Suulutaaq Inc.		Steelhead Constructions JV		Rock Morgan		Campbell Construction		R. Sutton Enterprises		Rehak General Engineering		B&M Builders		Phibin Construction		Sierra Mountain Construction Inc.		K. W. Emerson Inc.		JPB Designs Inc.		Consolidated Engineer Inc.		Ford Construction		
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	Engineer's Unit Price	Engineer's Estimate	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST			
1		Mobilization, Demobilization & Final Cleanup	LS	1	\$40,000.00	\$ 40,000.00	\$141,012.00	\$ 141,012.00	\$644,812.00	\$ 644,812.00	\$30,000.00	\$ 30,000.00	\$66,000.00	\$ 66,000.00	\$75,000.00	\$ 75,000.00	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$126,000.00	\$ 126,000.00	\$144,000.00	\$ 144,000.00	\$74,138.00	\$ 74,138.00	\$70,000.00	\$ 70,000.00	\$18,600.00	\$ 18,600.00	\$115,230.00	\$ 115,230.00	
2		Traffic Control System	LS	1	\$30,000.00	\$ 30,000.00	\$51,190.00	\$ 51,190.00	\$190,000.00	\$ 190,000.00	\$45,000.00	\$ 45,000.00	\$75,000.00	\$ 75,000.00	\$100,000.00	\$ 100,000.00	\$25,000.00	\$ 25,000.00	\$40,000.00	\$ 40,000.00	\$75,000.00	\$ 75,000.00	\$120,000.00	\$ 120,000.00	\$85,648.00	\$ 85,648.00	\$25,000.00	\$ 25,000.00	\$102,000.00	\$ 102,000.00	\$62,600.00	\$ 62,600.00	
3		Prepare Stormwater Pollution Prevention Plan	LS	1	\$13,000.00	\$ 13,000.00	\$2,320.00	\$ 2,320.00	\$2,500.00	\$ 2,500.00	\$1,000.00	\$ 1,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$3,000.00	\$ 3,000.00	\$18,675.00	\$ 18,675.00	\$3,600.00	\$ 3,600.00	\$45,000.00	\$ 45,000.00	\$7,134.00	\$ 7,134.00	\$10,000.00	\$ 10,000.00	\$1,900.00	\$ 1,900.00	\$5,500.00	\$ 5,500.00	
4		Temporary Barrier System	LF	280	\$67.00	\$ 18,760.00	\$104.00	\$ 29,120.00	\$80.00	\$ 22,400.00	\$100.00	\$ 28,000.00	\$40.00	\$ 11,200.00	\$35.00	\$ 9,800.00	\$100.00	\$ 28,000.00	\$45.00	\$ 12,600.00	\$66.00	\$ 18,480.00	\$130.00	\$ 36,400.00	\$86.00	\$ 24,080.00	\$120.00	\$ 33,600.00	\$161.00	\$ 45,080.00	\$23.00	\$ 6,440.00	
5		Temporary Crash Cushion	EA	4	\$9,100.00	\$ 36,400.00	\$4,196.00	\$ 16,784.00	\$3,000.00	\$ 12,000.00	\$1,250.00	\$ 5,000.00	\$3,100.00	\$ 12,400.00	\$1,000.00	\$ 4,000.00	\$1,000.00	\$ 4,000.00	\$2,000.00	\$ 8,000.00	\$1,700.00	\$ 6,800.00	\$3,200.00	\$ 12,800.00	\$9,350.00	\$ 37,400.00	\$5,000.00	\$ 20,000.00	\$3,000.00	\$ 12,000.00	\$1,150.00	\$ 4,600.00	
6		Temporary Silt Fence	LF	240	\$11.00	\$ 2,640.00	\$16.00	\$ 3,840.00	\$7.00	\$ 1,680.00	\$10.00	\$ 2,400.00	\$14.00	\$ 3,360.00	\$25.00	\$ 6,000.00	\$30.00	\$ 7,200.00	\$15.00	\$ 3,600.00	\$17.00	\$ 4,080.00	\$25.00	\$ 6,000.00	\$17.00	\$ 4,080.00	\$40.00	\$ 9,600.00	\$39.00	\$ 9,360.00	\$70.00	\$ 16,800.00	
7		Roadway Excavation[1]	CY	1819	\$76.00	\$ 138,244.00	\$56.00	\$ 101,864.00	\$115.00	\$ 209,185.00	\$133.00	\$ 241,927.00	\$60.00	\$ 109,140.00	\$78.00	\$ 141,882.00	\$120.00	\$ 218,280.00	\$125.00	\$ 227,375.00	\$98.00	\$ 178,262.00	\$190.00	\$ 345,610.00	\$87.00	\$ 158,253.00	\$40.00	\$ 72,760.00	\$59.00	\$ 107,321.00	\$170.00	\$ 309,230.00	
8		Geosynthetic Reinforced Embankment (GRE) - Pioneer Volcano Rd [2]	SQFT	1710	\$172.00	\$ 294,120.00	\$150.00	\$ 256,500.00	\$200.00	\$ 342,000.00	\$140.00	\$ 239,400.00	\$112.00	\$ 191,520.00	\$78.00	\$ 133,380.00	\$170.00	\$ 290,700.00	\$145.00	\$ 247,950.00	\$244.00	\$ 417,240.00	\$330.00	\$ 564,300.00	\$177.00	\$ 302,670.00	\$125.00	\$ 213,750.00	\$176.00	\$ 300,960.00	\$190.00	\$ 324,900.00	
9		Alternative Geosynthetic Reinforced Rockery (GRR)[3] or Soil (GRS) Wall[4]	SQFT	372	\$182.00	\$ 67,704.00	\$385.00	\$ 143,220.00	\$400.00	\$ 148,800.00	\$0.00	\$ -	\$299.00	\$ 111,228.00	\$78.00	\$ 29,016.00	\$100.00	\$ 37,200.00	\$420.00	\$ 156,240.00	\$260.00	\$ 96,720.00	\$330.00	\$ 122,760.00	\$251.00	\$ 93,372.00	\$150.00	\$ 55,800.00	\$406.00	\$ 151,032.00	\$85.00	\$ 31,620.00	
10		Replace downdrain and regrade shoulder [5]	LS	1	\$7,500.00	\$ 7,500.00	\$7,317.00	\$ 7,317.00	\$12,500.00	\$ 12,500.00	\$8,000.00	\$ 8,000.00	\$9,600.00	\$ 9,600.00	\$65,000.00	\$ 65,000.00	\$10,000.00	\$ 10,000.00	\$37,500.00	\$ 37,500.00	\$19,000.00	\$ 19,000.00	\$9,000.00	\$ 9,000.00	\$5,859.00	\$ 5,859.00	\$20,000.00	\$ 20,000.00	\$20,500.00	\$ 20,500.00	\$9,000.00	\$ 9,000.00	
11		Roller Erosion Control Product (netting)	SQYD	475	\$14.00	\$ 6,650.00	\$12.00	\$ 5,700.00	\$18.00	\$ 8,550.00	\$13.40	\$ 6,365.00	\$32.00	\$ 15,200.00	\$18.00	\$ 8,550.00	\$30.00	\$ 14,250.00	\$16.00	\$ 7,600.00	\$21.00	\$ 9,975.00	\$30.00	\$ 14,250.00	\$22.00	\$ 10,450.00	\$40.00	\$ 19,000.00	\$17.00	\$ 8,075.00	\$15.00	\$ 7,125.00	
12		Hot Mix Asphalt (Type A)	TON	56	\$581.00	\$ 32,536.00	\$1,082.00	\$ 60,592.00	\$950.00	\$ 53,200.00	\$220.00	\$ 12,320.00	\$420.00	\$ 23,520.00	\$469.00	\$ 21,654.00	\$600.00	\$ 33,600.00	\$525.00	\$ 29,400.00	\$360.00	\$ 20,160.00	\$800.00	\$ 44,800.00	\$468.00	\$ 26,208.00	\$450.00	\$ 25,200.00	\$587.50	\$ 32,900.00	\$1,000.00	\$ 56,000.00	
13		Class 2 Aggregate Base (Pavement Construction)[5]	CY	31	\$315.00	\$ 9,765.00	\$652.00	\$ 20,212.00	\$240.00	\$ 7,440.00	\$100.00	\$ 3,100.00	\$190.00	\$ 5,890.00	\$70.00	\$ 2,170.00	\$200.00	\$ 6,200.00	\$300.00	\$ 9,300.00	\$583.00	\$ 18,073.00	\$610.00	\$ 18,910.00	\$518.00	\$ 16,058.00	\$300.00	\$ 9,300.00	\$283.00	\$ 8,773.00	\$300.00	\$ 9,300.00	
14		Pavement Delineation (MMA)	LF	840	\$15.00	\$ 12,600.00	\$18.00	\$ 15,120.00	\$15.00	\$ 12,600.00	\$9.00	\$ 7,560.00	\$10.00	\$ 8,400.00	\$15.00	\$ 12,600.00	\$15.00	\$ 12,600.00	\$22.00	\$ 18,480.00	\$6.00	\$ 5,040.00	\$15.00	\$ 12,600.00	\$48.00	\$ 40,320.00	\$15.00	\$ 12,600.00	\$8.00	\$ 6,720.00	\$40.00	\$ 33,600.00	
		STATE FURNISHED MATERIALS TOTAL =				\$ 700,910.00	\$ 854,791.00	\$ 1,667,667.00	\$ 630,072.00	\$ 652,458.00	\$ 623,662.00	\$ 740,030.00	\$ 866,720.00	\$ 998,430.00	\$ 1,496,430.00	\$ 885,670.00	\$ 596,610.00	\$ 825,221.00	\$ 991,945.00														
		CONTINGENCY (10%) =			\$ 70,991.90		\$ 854,791.00		\$ 1,667,667.00		\$ 630,072.00		\$ 652,458.00		\$ 623,662.00		\$ 740,030.00		\$ 866,720.00		\$ 998,430.00		\$ 1,496,430.00		\$ 885,670.00		\$ 596,610.00		\$ 825,221.00		\$ 991,945.00		
		CONSTRUCTION TOTAL =			\$ 780,910.90		\$ 854,791.00		\$ 1,667,667.00		\$ 630,072.00		\$ 652,458.00		\$ 623,662.00		\$ 740,030.00		\$ 866,720.00		\$ 998,430.00		\$ 1,496,430.00		\$ 885,670.00		\$ 596,610.00		\$ 825,221.00		\$ 991,945.00		
							8.64%		53.17%		-23.94%		-19.69%		-25.18%		-5.52%		9.90%		21.79%		47.82%		11.83%		-31.25%		5.37%		21.27%		

BID EVALUATION - Exhibit A

January 22 - January 29

Bid Division: **Transportation and Public Works**

Project Name: **Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair Project**

Location: **Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44**

Bid No.: **ITB 23-25**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to
GSA in Martell at or before 1:30 PM on January 18, 2024.

These bids will receive GSA Director review and consideration on: February 6, 2024 (Target date).

Apparent Low Bidder: JPB Designs Inc.

Second low bidder: R. Sutton Enterprises

Bidder name	JPB Designs Inc.	R. Sutton Enterprises	Rock Morgan	Campbell Construction					
Bid Price (As submitted)	\$595,002.00	\$623,812.00	\$630,072.00	\$652,458.00					
Bid Price (As confirmed by staff)	\$596,610.00	\$623,662.00	\$630,072.00	\$652,458.00					
Bid Form Complete / Consistent	X	X	#4 (Bid Item #9)	X					
Bidder's Bond	X	X	X	X					
Signature Acknowledgement	X	X	X	X					
Insurance/ Surety	X	X	X	X					
Equal Employment (bidder due w bid subs due 4 days)	X	X	#2 (No Sub Doc)	#2 (No Sub Doc)					
Public Contract Code	X	X	X	X					
Sub-Contractor Listing	X	X	X	X					
Contractors License	X	X	X	X					
DUNS # provided	#1	X	#1	X					
Prime Registered w DIR	X	X	X	X					
Contact Info / Bid Signed	X	X	X	X					
Subs Registered w/ DIR	X	X	X	X					

x Submitted and Acceptable

Prepared by: Mark Hopkins

Notes:

Information reviewed by GSA Director, Transportation and Public Works Director & County Counsel

#1	No DUNS Number provided. I looked it up, they do not have one. DUNS Number not required.
#2	Completed for prime only.
#3	Form incomplete. Section 10285.1 statement has not been checked.
#4	Items on a document is missing

CONSTRUCTION CONTRACT

Bid No. 23-25

THIS CONSTRUCTION CONTRACT (this "Contract") is made this ____ day of **February, 2024**, by and between **JPB Designs Inc.** ("Contractor"), whose place of business is at **5650 Main Ave. Suite 2, Orangevale CA, 95662**, and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

Bid No.: 23-25
Job Title: Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair 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 Amador County **Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Repair**, 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 **\$596,610.00**, 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. 23-25 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:

By: _____

Chairman, Board of Supervisors

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: _____
