

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

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

TO PARTICIPATE REMOTELY CALL IN USING THE FOLLOWING NUMBER:

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

Access Code: 758 573 6084#

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

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

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

SPECIAL MEETING AGENDA

DATE: Tuesday, July 30, 2024
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

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

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

- 1.a. COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins
PROPERTY: APN 044-010-116-000 – Hangar #30 Lucas
APN 044-010-116-000 – Hangar #38 MacClanahan
APN 044-010-116-000 – Hangar #44 Todd
APN 044-010-116-000 – Hangar #58 Maiorana
APN 044-010-116-000 – Hangar #60 Klingborg
APN 044-010-116-000 – Hangar #89 Paradis
APN 044-010-116-000 – Hangar #95 Regan
APN 044-010-116-000 – Hangar #98 Kovacevich
APN 044-010-116-000 – Hangar #104 Cornell
APN 044-010-116-000 – Hangar #110 Luy
APN 044-010-116-000 – Hangar #117 Coe
APN 044-010-116-000 – Hangar #155 Richards

APN 044-010-116-000 – Hangars #166 McKeage

APN 044-010-116-000 – Hangar #167 Catto

NEGOTIATING PARTIES: Chapman Lucas - No Lease

Ray MacClanahan - No Lease

Robert Todd - No Lease

Anthony Maiorana - No Lease

Paul Klingborg - Month to month parking permit

Bob Paradis - No Lease

Dennis Regan - No Lease

Nick Kovacevich - Month to month parking permit

Mark Cornell - No Lease

Jon Luy - No Lease

Susanne Coe - Month to month parking permit

David Richards - Expiring 30-year lease in October

Aaron McKeage - No Lease

Sara Catto - No Lease

UNDER NEGOTIATION: Terms and Conditions

Suggested Action: Discussion and possible action. It is assumed that whatever direction is given, that it

will apply unilaterally to all similar tenants.

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

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

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

- 3.a. Old Golden Oaks v. County of Amador, CA Court of Appeal, 3rd District, Case No. C099948.
Suggested Action: Discussion and possible action.

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

- 4.a. Claim of Terry MacClanahan, Claim No. 24-06
Suggested Action: Discussion and possible action.
- 4.b. Claim of Janet Doumat, Claim No. 24-07.
Suggested Action: Discussion and possible action.

5. CONFERENCE WITH COUNTY COUNSEL: INITIATION OF LITIGATION - {GOVERNMENT CODE 54956.9(D) (4)}

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

6. CONFIDENTIAL MINUTES:

- 6.a. Review and possible approval of the July 9, 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).

7. REGULAR AGENDA:

- 7.a. Encroachment Permit Application, Volcano Community Farmers Market
Suggested Action: 1. Approve or deny the request for an Encroachment Permit for the Volcano Community Farmers Market
2. Approve or deny the request for a waiver of the Encroachment Permit Fee
3. Provide direction regarding use of County resources for traffic control operations
[BOS Memo Encroachment Permit Volcano Community Farmers Market.pdf](#)
[Application for Encroachment Permit - Volcano Community Farmers Market.pdf](#)
- 7.b. Administrative Agency: An Agreement Amending a Joint Exercise of Powers Agreement Between the County of Amador, the City of Amador City, the City of Jackson, and the City of Sutter Creek for the Purpose of Creating an Agency for Implementing a Regional Wastewater Disposal Plan.
Suggested Action: Discussion and possible action.
[Amended JPA-c1.PDF](#)
[AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT-c1-c1.docx](#)
[ARSA_ Sample Resolution re Dissolution of ARSA-c1-c1.doc](#)
- 7.c. Presentation regarding programs, opportunities and resources offered by Amador College Connect.
Suggested Action: Presentation only, no action requested
[Summary for BOS.docx](#)
[K16 Program Presentation.pptx](#)
[Computer Science Flyer \(1\).pdf](#)
[THE ECE FLYER.pdf](#)
- 7.d. Landfill Compliance Projects: Class III Phase One Dual Extraction Wells Infrastructure upgrade

Suggested Action: Approve scope of work and budget presented by staff.
[BOS Agenda Packet BVLV Well Upgrades 07.30.24 \(1\).pdf](#)

- 7.e. Discussion and possible action relative to approval of the Chairman's signature on a letter of opposition regarding the significant rent rate increases for residents of the North Shore Camanche Mobile Home Park.
Suggested Action: Approve letter of opposition.
[Mobile Home Rent Appeal.pdf](#)
[07152024 CRPAB re Appeal to Monthly Rent.pdf](#)
- 7.f. Review and possible approval of the July 9, 2024 Board of Supervisors Meeting Minutes and the July 16, 2024 Special Meeting Minutes.
Suggested Action: Approval.
[July 9, 2024 DRAFT Minutes.docx](#)
[July 16, 2024 DRAFT Special Meeting Minutes \(Autosaved\).docx](#)

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

- 8.a. Consideration of the Planning Commission's recommendation to approve a proposed Zoning Ordinance Amendment (ZOA-24;6-1) which would add "farm breweries" as an allowed use in the A-G/Exclusive Agriculture (Williamson Act) zoning district, establish minimum planting densities for brewery-related crops, and establish regulations for farm brewery ancillary uses that are consistent with the ancillary uses allowed for wineries.
Suggested Action: Following the public hearing, the Board may approve, deny, or modify the proposed amendment. If the Board moves to approve the amendment, the findings in the staff report are recommended for inclusion with motion to approve.
[Staff Report - farm breweries.BOS.docx](#)
[Proposed Farm Brewery Ordinance.07-23-24 BOS.docx](#)
[PC Item packet - Farm Breweries.07-09-24 PC.pdf](#)

9. 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).

- 9.a. Sheriff's Office Motorola Solutions Agreement for Fiscal Year 2024/2025
Suggested Action: Approval of Sheriff's Office Motorola Solutions Agreement
[Motorola Solutions Agreement.pdf](#)
- 9.b. Public Health requests the approval of Amended Agreement for CA Public Health Workforce Career Ladder Education and Development Program.
Suggested Action: Public Health requests the approval of Amended Agreement for CA Public Health Workforce Career Ladder Education and Development Program. This Amendment changes the total grant amount from \$59,710.00 to \$80,720.00.
[2024.07.23 Career Ladder Amended Agreement MEMO SIGNED.pdf](#)
[2024.07.23 Career Ladder Amended Agreement 22-11295A1.pdf](#)
- 9.c. Public Health requests Approval of MOU between Amador County Public Health and the California Department of Public Health (CDPH) for the California Pathways into Public Health Initiative (PATHWAYS) Fellows/ Interns.
Suggested Action: Public Health requests Approval of MOU between Amador County Public Health and the California Department of Public Health (CDPH) for the California Pathways

into Public Health Initiative (PATHWAYS) Fellows/ Interns.
[2024.07.23 MOU PATHWAYS FELLOW - MEMO SIGNED.pdf](#)
[2024.07.23 Pathways MOU.pdf](#)

- 9.d. Behavioral Health 2nd Amendment to Agreement with BHC Sierra Vista FY 24-25, 25-26, 26-27 to provide inpatient psychiatric placements
Suggested Action: Approve and sign 2nd Amendment to Agreement
[Memo to BOS BHC Sierra Vista.pdf](#)
[BHC Sierra Vista 2nd Amendment signed by Contractor.pdf](#)
[BHC Sierra Vista signed agreement FY 18-21.pdf](#)
[BHC Sierra Vista Executed 1st Amendment to agreement fy 21-24.pdf](#)
[BHC Sierra Vista Executed Exemption 3.18.2024.pdf](#)
- 9.e. Airport Advisory Committee: Approval of appointment/reappointments to the subject Committee as follows:
Chris Floyd and Marvin Price as Regular Members-representing District I (reappointment)
John B. Allen. Jr and Randy Ilich, as Regular Members-representing District II (reappointment)
Jeff VanderMuellen, as a Regular Member-representing District III (new appointment)
Renee Mikkelsen, as a Regular Member-representing District IV (new appointment)
Richard Campbell and Jon Luy as Regular Members-representing District V (reappointment)
*Terms coincide with the term of the Supervisor which the appointee represents.
Appointment must be renewed if Supervisor is re-elected or a new Supervisor takes Office.*
Suggested Action: Approve reappointments/appointments.
[Price Airport Advisory Committee App.pdf](#)
[Floyd-Airport Advisory.pdf](#)
[Ilich Airport Advisory Committee.pdf](#)
[Allen Airport Advisory Committee Application.pdf](#)
[VanderMeulen_Airport Advisory.pdf](#)
[Mikkelsen-Airport Advisory.pdf](#)
[Campbell-Airport Advisory.pdf](#)
[Luy-Airport Advisory.pdf](#)
- 9.f. General Services Administration: Budget Increase Request for Economic Development to accommodate increased funding from the State for the Broadband project. There are no General Funds being utilized here.
Suggested Action: Approve the attached Budget Increase Request form.
[Budget Increase Request Memo 1120 3.12.24.pdf](#)
[Budget Increase Request 7.23.24.pdf](#)
- 9.g. Sheriff's Office Mid-Management Association (SOMMA) Amendment to Side Letter of Agreement B
Suggested Action: Approve
[Memo SOMMA Side Letter.doc](#)
[Resolution SOMMA for Side Letter 7.23.24.doc](#)
[SOMMA Side Letter of Agreement B.pdf](#)
[SOMMA Side Letter Agreement B_2024_v1.docx](#)
[SOMMA 10.01.2024 3%.pdf](#)
[SOMMA 10.01.2025 3%.pdf](#)
[SOMMA 7.01.2024 5%.pdf](#)

- 9.h. Medical Case Management Registered Nurse pay rate and Fair Labor Standards Act (FLSA) designation correction.
Suggested Action: Approve
[Memo - Medical Case Management Registered Nurse Fix pay rate RN.doc](#)
[Medical Case Management Registered Nurse 6-24.pdf](#)
[SEIU GENERAL UNIT 10.1.2023 Amended 7.23.2024.pdf](#)
- 9.i. Class A Commercial Driver's License Program Side Letter of Agreement for the Department of Transportation and Public Works Road Crew employees.
Suggested Action: Approve
[Memo - Class A Drivers License Program.doc](#)
[Class A CDL Program.docx](#)
[Amador County SEIU SL Agmt Class A Program 2024 .docx](#)
- 9.j. Deputy Sheriff's Association (DSA) Amendment to Side Letter of Agreement B
Suggested Action: Approve
[Memo DSA Side Letter.doc](#)
[Resolution DSA for Side Letter 7.23.24.doc](#)
[DSA Side Letter Agreement 2024_B_v1.docx](#)
[DSA 7.01.2024 5% Amended 7.23.2024.pdf](#)
[DSA 10.01.2025 3%.pdf](#)
[DSA 10.1.2024 3%.pdf](#)
[DSASideLetter.pdf](#)
- 9.k. Public Health Nurse Status Change from Part-time to Full-time
Suggested Action: Approve
[Memo - PHN Status Change PT to FT.doc](#)
[BOS_Memo_Part-Time PHN to Full-time 7.24.pdf](#)
- 9.l. General Services Administration: ITB 24-11 Dig Outs Project
Suggested Action: 1) Award Invitation to Bid ITB 24-11 2024 Dig-Outs Project to George Reed, Inc., in an amount not to exceed \$241,249.00 and; 2) Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Transportation and Public Works Director's approval and; 3) Delegate authority to the Transportation and 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 Chairman to sign the agreement and release of claims upon completion of the project and authorize the Transportation and Public Works Director to release retention and final payment to the contractor.
[ITB 24-11 BOS Memo 7.15.24.pdf](#)
[ITB 24-11 Bid Receipt Log 7.11.24.pdf](#)
[ITB 24-11 Bid Evaluation Sheet.pdf](#)
[ITB 24-11 Bid Estimate Summary Sheet RV.pdf](#)
[ITB 24-11 Dept. Evaluation Memo.pdf](#)
[ITB 24-11 Sample Const. Contract.pdf](#)
- 9.m. Risk Management: Workplace Violence Prevention Plan
Suggested Action: Approve the Workplace Violence Prevention Plan as required by Labor Code Section 6401.7.
[BOS memo WVPP.pdf](#)

[DRAFT WPV-Plan-General-Industry.pdf](#)

- 9.n. Seventh Amendment to the Contract for Medical Services for Inmates of Amador County Adult Detention Facility.
Suggested Action: Approval.
[CFMG.pdf](#)
- 9.o. Probation Officers' Side Letter of Agreement
Suggested Action: Approve
[Memo POA Side Letter.doc](#)
[Resolution POA for Side Letter 7.23.24.doc](#)
[Amador_County_POA_SL_Agmt_Contract_Amend_Ext_2024_v1.docx](#)
[POA 10.01.2024 3% Amended 7.30.2024.pdf](#)
[POA 10.01.2025 3% Amended 7.30.2024.pdf](#)
[POA 7.01.2024 5%.pdf](#)
- 9.p. Consolidated salary schedule
Suggested Action: Approve
[Memo-updated Consolidated Salary Schedule.doc](#)
[Consolidated Salaries 10.1.2023 Amended 7.30.2024.pdf](#)
- 9.q. Surveying Department-request to set the date for a public hearing for a Public Utility Easement Abandonment as requested by Lynn McAuliffe, Kevin Silliman, and Bryan Saleen in relation to a Boundary Line Adjustment. The properties involved in said BLA and abandonment are located in Pioneer at South Chaparral Court. Assessor's Parcel No.'s 032-380-018 and 032-120-049.
Suggested Action: Please adopt the Resolution, set the Public Hearing Date, and send out the Notices
[001S069.pdf](#)
[001S073.pdf](#)
[057M043.pdf](#)
[001S068.pdf](#)
[2024-002 ROI Abandonment PUE.docx](#)
[2024-002notice for posting abandonment.docx](#)
[highlighted Assessor maps.pdf](#)
- 9.r. Social Services: 1st Amendment to Family Urgent Response Services (FURS) Contract
Suggested Action: Review and approve 1st Amendment to ensure continued, necessary services to community members.
[1st Amendment - Contract End 06.30.25.doc](#)

10.ADJOURNMENT: UNTIL TUESDAY, AUGUST 13, 2024 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

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

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: July 30, 2024

SUBJECT

COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins

PROPERTY: APN 044-010-116-000 – Hangar #30 Lucas

APN 044-010-116-000 – Hangar #38 MacClanahan

APN 044-010-116-000 – Hangar #44 Todd

APN 044-010-116-000 – Hangar #58 Maiorana

APN 044-010-116-000 – Hangar #60 Klingborg

APN 044-010-116-000 – Hangar #89 Paradis

APN 044-010-116-000 – Hangar #95 Regan

APN 044-010-116-000 – Hangar #98 Kovacevich

APN 044-010-116-000 – Hangar #104 Cornell

APN 044-010-116-000 – Hangar #110 Luy

APN 044-010-116-000 – Hangar #117 Coe

APN 044-010-116-000 – Hangar #155 Richards

APN 044-010-116-000 – Hangars #166 McKeage

APN 044-010-116-000 – Hangar #167 Catto

NEGOTIATING PARTIES: Chapman Lucas - No Lease

Ray MacClanahan - No Lease

Robert Todd - No Lease

Anthony Maiorana - No Lease

Paul Klingborg - Month to month parking permit

Bob Paradis - No Lease

Dennis Regan - No Lease

Nick Kovacevich - Month to month parking permit

Mark Cornell - No Lease

Jon Luy - No Lease

Susanne Coe - Month to month parking permit

David Richards - Expiring 30-year lease in October

Aaron McKeage - No Lease

Sara Catto - No Lease

UNDER NEGOTIATION: Terms and Conditions

Recommendation:

Discussion and possible action. It is assumed that whatever direction is given, that it will apply unilaterally to all similar tenants.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Dave Sheppard, Tacy Rouen

ATTACHMENTS

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Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 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: July 30, 2024

SUBJECT

Old Golden Oaks v. County of Amador, CA Court of Appeal, 3rd District, Case No. C099948.

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: July 30, 2024

SUBJECT

Claim of Terry MacClanahan, Claim No. 24-06

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: July 30, 2024

SUBJECT

Claim of Janet Doumat, Claim No. 24-07.

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: July 30, 2024

SUBJECT

One Case.

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

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

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: July 30, 2024

SUBJECT

Encroachment Permit Application, Volcano Community Farmers Market

Recommendation:

1. Approve or deny the request for an Encroachment Permit for the Volcano Community Farmers Market
2. Approve or deny the request for a waiver of the Encroachment Permit Fee
3. Provide direction regarding use of County resources for traffic control operations

4/5 vote required:

No

Distribution Instructions:

normal

ATTACHMENTS

- [BOS Memo Encroachment Permit Volcano Community Farmers Market.pdf](#)
- [Application for Encroachment Permit - Volcano Community Farmers Market.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Richard Vela, Director of Transportation and Public Works 

DATE: July 30, 2024

SUBJECT: Encroachment Permit Application, Volcano Community Farmers Market

CONTACT: Richard Vela (223-6457)

Overview

The Department has received an Application for Encroachment Permit from the Amador Farmers Market (AFM) for the Volcano Community Farmers Market. The request is to close half of Consolation Street and all of Main Street from 10:00 am to 3:00 pm to allow local vendors to sell locally farmed and produced products. The farmers market would occur on the third Sunday of each month from August through December of this year. The closures would be of Main Street between National Street and Consolation Street and half of Consolation Street between Charleston Road and Jerome Street. A detour would be in place to direct traffic through Volcano. Manned traffic control would be in place on Consolation Street to direct traffic through the one-lane section to accommodate traffic coming from and going to Charleston Road. The attached application material provides detail of the proposed road closures and traffic control.

The applicant is requesting permission to use signage and barricades provided by the Department to facilitate their traffic control operation. The Department has done this with only one event, the annual Cannonball Run Car Show and Independence Day Parade in Volcano sponsored by the Volcano Community Association. This practice has been in place for many years. However, it is not the preferred practice for the Department and it is not recommended to expand the practice, especially for a reoccurring monthly event. The Department suggests that Volcano Community Farmers Market work with the Volcano Community Association and purchase the necessary traffic control items and keep them in Volcano to use for the various events that may occur in the community.

The applicant is requesting a waiver of the Encroachment Permit Fee (\$625). Typically, when the Department considers special event encroachment applications, if the applicant is a non-profit organization the fee is typically waived. In this case, the applicant, AFM, is not a non-profit organization.

Because the encroachment permit application is for a multiple date event, Chief Administrative Officer Chuck Iley recommended the Board of Supervisors approved or deny issuance of the encroachment permit. The Board of Supervisors is also asked to act on the fee waiver request.

Requested Actions:

1. Approve or deny the request for an Encroachment Permit for the Volcano Community Farmers Market
2. Approve or deny the request for a waiver of the Encroachment Permit Fee
3. Provide direction regarding use of County resources for traffic control operations

Fiscal Impact

Loss of revenue if fee is waived, monthly expenditures if County traffic control resources are used.

Attachments: Application for Encroachment Permit, Volcano Community Farmers Market

APPLICATION FOR ENCROACHMENT PERMIT

810 Court Street • Jackson, CA 95642 • Phone: 209-223-6429 • Fax: 209-223-6395
e-mail: publicworks@amadorgov.org • website: www.amadorgov.org



OWNER NAME: Amador Farmers Market Tom Henderson
MAILING ADDRESS: PO Box 1543 Jackson CA 95642
PHONE # 209-597-9337 **EMAIL:** thendu7@gmail.com

APPLICANT/CONTRACTOR NAME (if other than owner)
MAILING ADDRESS: PO Ron Antone, Dir of Volcano Community
PHONE # 310-569-4408 **EMAIL:** lavendar@southerlavendar.com Farmers

PROJECT LOCATION: Main and Consolation Volcano, CA 95689 Market
PARCEL #
DRIVING DIRECTIONS TO SITE:
IS ENCROACHMENT A PROJECT CONDITION FOR ANY OF THE FOLLOWING?
 Use Permit Parcel Map Subdiv. Map GP Amend. Zone Change None

STAKE UP DATE	START DATE	COMPLETION DATE
TYPE OF ENCROACHMENT		
<input type="checkbox"/> Ag. Entrance – Security not required	PERMIT FEE	\$625 ♦FEES ADOPTED BY THE AMADOR COUNTY BOARD OF SUPERVISORS ON 8.29.06 ♦EFFECTIVE ON 9.29.06 ♦ FEE: \$625.00 + 75% of Contractor's Estimate for Security. The security will be refunded upon project completion. A site inspection fee of \$85 will be charged to determine if an existing encroachment meets County requirements. If it is approved "as is" all but the \$85 fee will be refunded.
<input type="checkbox"/> Driveway-Commercial	\$625	
<input type="checkbox"/> Driveway-Shared (list common addresses in project location)	\$625	
<input type="checkbox"/> Driveway-Standard Residential	\$625	
<input type="checkbox"/> Mailbox	\$ 25	
<input type="checkbox"/> Signage in Right of Way	\$625	
<input type="checkbox"/> Site inspection	\$ 85	
<input checked="" type="checkbox"/> Special Event in Right of Way***	\$625	
<input type="checkbox"/> Standard Road Connection	\$625	
<input type="checkbox"/> Temporary Access – Security Required	\$ 50	
<input type="checkbox"/> Traffic control	\$625	
<input type="checkbox"/> Trenching/Boring(for electric, water, sewer, phone)	\$625	
<input type="checkbox"/> Utility crossing under road	\$625	
<input type="checkbox"/> Other (please describe) _____	\$625	

***Application for Special Event Encroachment Permit is a separate form.

DEPOSIT AMOUNT	\$
PERMIT FEE	\$
TOTAL PAID	\$
RECEIVED BY: _____	RECEIPT # _____
DATE: _____	BALANCE \$

OWNER OR AUTHORIZED AGENT SIGNATURE _____
TODAY'S DATE 7/11/2024 **EXPIRATION DATE:** none

• All permits OTHER THAN THOSE issued to PUBLIC AGENCY or PUBLIC UTILITY having lawful authority to occupy the **highways** are revocable on five days' notice and the encroachment must be removed or relocated as may be specified by the road commissioner in the notice revoking the permit and within a reasonable time specified by the road commissioner unless the permit provides a specified time.


APPLICATION FOR SPECIAL EVENT ENCROACHMENT PERMIT



810 Court Street • Jackson, CA 95642 • Phone: 209-223-6429 • Fax: 209-223-6395
e-mail: publicworks@amadorgov.org • website: www.amadorgov.org

APPLICATION FOR SPECIAL EVENT / PARADE PERMIT

An application must be filed with the Transportation & Public Works Department for any gathering, event, activity or parade on any county road, and/or any publicly owned property, a minimum of 20 days prior to the event.

1. Name of Event: Amador Farmers Market (AFM) - Volcano
2. Purpose of Event: To sell local Produce and Food products to local residents
3. Location Description (also attach a map showing route or exact location): _____
4. Date of Event: 2024-Jul21, Aug18, Sept15, Oct,20 Nov17, Dec15 Time of Event: 11:00 am to 2:00 pm
Sponsoring Organization: Amadors Farmers Market Day Phone #: 209-597-9337
(attach by-laws and proof of non-profit status)
5. Applicant Name: Thomas Henderson
Address: 21428 Consolation St City: Volcano
Day Phone #: 209-597-9337 Position/Title in above organization: Board of Directors - AFM
6. Alternate Name: Ron Antone Title: President - AFM
Address: 6021 Dean Rd / PO Box 379 City: Mt. Akum, CA
Day Phone #: 310-569-4408
7. Person in Charge at the Event: Ron Antone Day Phone #: 301-569-4408
8. Anticipated size or number of people at the event, please explain in detail: 200 including vendors and shoppers
9. Special needs of your event (music, PA system, animals, rides, entertainment, etc.): music and Pop-up tents for vendors
10. Will food / beverage / alcohol be served?: YES NO
If YES, explain: Breakeven Beer Makers, Sizemore Country Store, Union Inn
YOU ARE RESPONSIBLE TO MEET ALL STATE & COUNTY HEALTH CODES.
11. Security Provided for the Event BY: None
12. Clean Up Plans: AFM will ensure all areas are cleaned
13. Comprehensive general liability insurance coverage provided by: Amador Farmers Market
WITH THE COUNTY OF AMADOR NAMED AS ADDITIONAL INSURED.
Read "Special Event Encroachment Permit Insurance Requirements"
14. Limits of Liability: General Liability/A6 \$2 million
15. Other Comments: _____
16. Signature of Applicant:  Date: 7/11/2024

Volcano Community Farmers Market

P.O. Box 109, Volcano, CA 95689

Mr. Richard Vela
Director of Public Works
County of Amador
810 Court St.
Jackson, CA 95642

15 July 2024

Dear Mr. Vela,

Attached is an Encroachment Permit for the Volcano Community Farmers Market in Volcano, CA. The nature of the permit is to close half of Consolation Street and all of Main Street from 10:00 a.m. to 3:00 p.m. allowing local vendors to sell locally farmed and produced products. The Volcano Community Farmers Market will host a Farmers Market in Volcano every third Sunday for the months of July, August, September, October, November and December (July 21, August 18, September 15, October 20, November 17 and December 15.) The Encroachment Permit is requesting a closure of Main St. between National St. and Consolation St. and half closure of Consolation St between Charleston St. and Jermome St. Detour signs will be used to direct vehicles to:

- Rams Horn Grade - Detour signs will be at Main St., Jerome St., and Consolation St.
- Pine Grove - Volcano Road - Detour signs will be placed at Consolation St., National St., and Main St.
- Charleston St - Detour Signs will be placed at Consolation St., Jerome St., National St., and Main St.

Four removable barricades will be used to close Main St and Consolation St. Two full barricades will be used to close Main St. One barricade will be placed at Main St. and National Street, the second at Main St. and Consolation St. Two half barricades will be used to close the south half of Consolation St. One half barricade will be placed at Consolation St. and Charleston while the second half barricade will be placed at Consolation St and Jerome St. The center-line on Consolation will have cones that will prevent vehicle access the south lane of Consolation St., therefore allowing safe access to vendors for pedestrians. All barricades are removable allowing emergency vehicles to pass through, if necessary. Traffic may present an issue on the North side of Consolation St. due to one-way traffic traveling up and down Charleston St.. As a result, we will provide volunteer traffic control at Consolation St. and Charleston St. as well as Jerome St. and Consolation St. to direct traffic coming down Charleston St. and traffic going up Charleston St. We believe our plan for placing barricades, detours and cones will keep traffic moving through town during the short portion of time half of Consolation St. and Main St. are closed to traffic.

In the short-term, we would again like to ask for permission to use Public Works signage and barricades to ensure that our traffic control operation is efficient and clear to the public with the intention of purchasing signage that will be used by The Volcano Community Farmers Market and others requesting special purpose road closure in Volcano.

Finally, the Vendor fees for the Volcano Community Farmers Market go into the general fund for the Amador Farmers Market (AFM). The limited funds collected by AFM are used to pay staff, operating expenses and as well advertisement for the AFM's. We believe that the AFM supports and encourages the idea of staying local. To AFM, this means producing local, selling local and benefitting local both from the producers point of view and the consumers point of view. AFM meets this goal by providing a venue for local community to meet local vendors in an environment that benefits the producer, vendors and community. In that vein, AFM is requesting a waiver of the Encroachment Permit Fees to keep costs low, which, in the end, result in lower cost to the local consumer. Finally, I

will provide your office with proof of liability insurance from our insurance company and we include the county added as an additional insured as a standard part of our liability insurance. However, the cost for providing this documentation is approximately \$100. Therefore, we propose that If Public Works can grant this waiver, we will spend the \$100 to request the documentation that shows the County as "Additionally Insured".

Please feel free to call me if you have any questions. Thank you for your consideration of this request.

Sincerely,

Thomas Henderson

Amador Farmers Market, Board Member

(209) 597-9337

Volcano
Community Farmers
Market



LEGEND

- xxxx - Road closure
- ▲ - Volunteer Traffic Control
- ◆ - Detour sign

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Administrative Agency: An Agreement Amending a Joint Exercise of Powers Agreement Between the County of Amador, the City of Amador City, the City of Jackson, and the City of Sutter Creek for the Purpose of Creating an Agency for Implementing a Regional Wastewater Disposal Plan.

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File, Auditor-Controller

ATTACHMENTS

- [Amended JPA-c1.PDF](#)
- [AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT-c1-c1.docx](#)
- [ARSA_ Sample Resolution re Dissolution of ARSA-c1-c1.doc](#)

(September 17, 1982)

AN AGREEMENT AMENDING A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF AMADOR, THE CITY OF AMADOR CITY, THE CITY OF JACKSON, AND THE CITY OF SUTTER CREEK FOR THE PURPOSE OF CREATING AN AGENCY FOR IMPLEMENTING A REGIONAL WASTEWATER DISPOSAL PLAN

THIS AGREEMENT is entered into this 15 day of November, 1982, by and between the County of Amador, and the cities of Amador City, Jackson, and Sutter Creek, on the following terms and conditions.

WHEREAS, on September 19, 1978, a joint exercise of powers agreement between and among the aforementioned entities was entered into in order to implement a regional wastewater development plan, specifically Appendix "L" of the Amador County Wastewater Management Plan, dated November, 1977, approved by the Division of Water Quality of the State Water Resources Control Board, which plan required, inter alia, the development and construction of a regional outfall and appurtenant facilities to extend from a point immediately west of the City of Sutter Creek treatment plant to the California Youth Authority facility near Ione, known as Preston School of Industry (hereinafter referred to as the "1978 Regional Outfall"); and

WHEREAS, the City of Jackson ("Jackson" hereinafter) desires to terminate its participation in said 1978 Regional Outfall and to discharge directly from its treatment plant into Jackson Creek after making extensive improvements to said treatment plant; and

WHEREAS, the remaining members of the joint powers

1 agency created by the 1978 agreement ("ARSA" hereinafter)
2 desire to continue the joint powers agency formed by said
3 1978 agreement, but on an amended basis to allow Jackson to
4 terminate its participation therein on certain terms and
5 conditions;

6 THEREFORE, the board of supervisors of the County
7 ("County" hereinafter) and the city councils of the cities
8 of Amador City and Sutter Creek ("Amador City" and "Sutter
9 Creek" hereinafter) for and in consideration of the mutual
10 promises and agreements herein contained do agree that ARSA
11 shall continue in the form set forth herein, and the city
12 council of Jackson promises and agrees that Jackson shall
13 not be a party to ARSA; provided, however, that the
14 agreement set forth as Attachment I hereto, between ARSA and
15 Jackson, shall be in full force and effect and binding, and
16 all amounts due and owing from Jackson to ARSA set forth
17 therein paid, as conditions precedent to Jackson's
18 withdrawal from ARSA as formed in 1978:

19 ARTICLE I - AUTHORITY

20 Section 1.1 Creation of Authority. Pursuant to
21 Articles I and II (commencing with Section 6500) of Chapter
22 5, Division 7, of Title I of the California Government Code
23 (hereinafter referred to as the "Act"), there is hereby
24 continued in full force and effect a public entity known as
25 the "Amador Regional Sanitation Authority", hereinafter
26 referred to as the "Authority". The Authority is a public
27 entity separate and apart from the members and shall
28 administer this agreement.

ARTICLE II - PURPOSE

1
2 Section 2.1 Purpose. The purpose of this agreement
3 shall be to continue the agency established in 1978,
4 allowing the withdrawal of Jackson. After all conditions
5 precedent have occurred after execution hereof, Jackson
6 shall cease immediately to be a member of the Authority.
7 The public entity, the Authority, shall have as a specific
8 purpose the continued maintenance and operation of the 1978
9 Regional Outfall currently in place, or as set forth herein,
10 or as may be amended by the legislative bodies of all of the
11 members hereto, excluding Jackson, and, in addition, to
12 design, construct, maintain and operate other wastewater
13 facilities which the Authority determines will have regional
14 benefits.

ARTICLE III - GOVERNING BOARD

15
16 Section 3.1 Governing Board. The Authority shall be
17 administered by a Governing Board which shall initially
18 consist of five (5) directors. One (1) director shall be
19 appointed by the city council of Amador City, two (2)
20 directors shall be appointed by the city council of Sutter
21 Creek, and two (2) directors shall be appointed by the board
22 of supervisors of Amador County. The Governing Board shall
23 be called the "Governing Board of the Amador Regional
24 Sanitation Authority." All voting power of the Authority
25 shall reside in the Governing Board.

26 Section 3.2 Directors' Terms. Each director shall
27 serve at the pleasure of the member which appointed him.
28 Vacancies on the Governing Board shall be filled by the

1 respective appointing members.

2 Section 3.3 Compensation. The directors of the
3 Governing Board may receive compensation as may be from time
4 to time established by said Governing Board and also actual
5 expenses for travel as may be authorized from time to time
6 by said Governing Board.

7 Section 3.4 Regular Meetings. The Governing Board
8 shall provide for its regular meetings; provided, however,
9 that at least one regular meeting shall be held each year.
10 The date, hour and place of the holding of regular meetings
11 shall be fixed by resolution of the Governing Board and a
12 copy of such resolution shall be filed with each member
13 thereof.

14 Section 3.5 Ralph M. Brown Act. All meetings of the
15 Governing Board, including without limitation, regular,
16 adjourned regular and special meetings, shall be called
17 noticed, held and conducted in accordance with the
18 provisions of the Ralph M. Brown Act (commencing with
19 Section 54950 of the Government Code.)

20 Section 3.6 Minutes. The Secretary of the Authority
21 shall cause to be kept minutes of the meetings of the
22 Governing Board and shall, as soon as possible after each
23 meeting, cause a copy of the minutes to be forwarded to each
24 director and to each member.

25 Section 3.7 Quorum. A majority of the Governing Board
26 shall constitute a quorum for the transaction of business;
27 provided, however, that the affirmative vote of a majority
28 of all directors shall be necessary for the approval of any

1 action of the Governing Board.

2 Section 3.8 Rules. The Governing Board of the
3 Authority may adopt from time to time such rules and
4 regulations for the conduct of its meetings and affairs as
5 are necessary for the purposes hereof.

6 ARTICLE IV - OFFICERS AND EMPLOYEES

7 Section 4.1 Chairman, Vice-Chairman and Secretary.

8 The Governing Board shall elect a Chairman and Vice-Chairman
9 and shall appoint a Secretary who may, but need not, be a
10 director. The officers shall perform the duties normal to
11 said offices; and

12 (a) the Chairman shall sign all contracts on behalf of
13 the Authority, and perform such other duties as may be
14 imposed by the Governing Board; and

15 (b) the Vice-Chairman shall act, sign contracts and
16 perform all of the Chairman's duties in the absence of the
17 Chairman; and

18 (c) the Secretary shall countersign all contracts on
19 behalf of the Authority, perform such other duties as may be
20 imposed by the Governing Board and cause a copy of this
21 agreement to be filed with the Secretary of State pursuant
22 to the provisions of California Government Code Section
23 6503.5.

24 Section 4.2 Treasurer. The Treasurer-Tax Collector of
25 Amador County is hereby designated as the Treasurer of the
26 Authority, and as the depository to have custody of all of
27 the money of the Authority from whatever source. The
28 Clerk-Auditor of Amador County is hereby designated as the

1 Auditor-Controller of the Authority. The Treasurer and the
2 Auditor-Controller shall have the duties and obligations set
3 forth in Government Code Sections 6505 and 6505.5 and shall
4 assure that there shall be strict accountability of all
5 funds and report of all receipts and disbursements of the
6 Authority. The Board of Supervisors of Amador County shall
7 determine charges to be made against the Authority for the
8 services of the Treasurer-Tax Collector and Clerk-Auditor,
9 such charges not to exceed actual costs to the County for
10 such services.

11 Section 4.3 Bonding Persons Having Access to Property.
12 From time to time, the Governing Board shall designate the
13 public officers or persons, in addition to the Treasurer and
14 Auditor-Controller, having charge of handling or having
15 access to any property of the Authority, and the respective
16 amounts of the official bonds of the Treasurer and
17 Auditor-Controller and such other persons pursuant to
18 Section 6505.1 of the Act.

19 Section 4.4 General Manager. The Governing Board
20 shall have the power to appoint a General Manager of the
21 Authority. The General Manager shall perform such duties as
22 may be imposed on him by the Governing Board and shall
23 report to said Board at such times and concerning such
24 matters as said Board may require.

25 Section 4.5 Legal Advisor. The Governing Board shall
26 have the power to appoint a legal advisor of the Authority,
27 which person shall be any person who is licensed to practice
28 law in the State of California, and who shall perform such

1 duties as may be prescribed by the Governing Board. Said
2 Governing Board may change legal advisors at any time.

3 Section 4.6 Other Employees. The Governing Board
4 shall have the power to appoint and employ such other
5 officers, employees, consultants, advisors and independent
6 contractors as may be necessary for the purposes hereof,
7 including a chief engineer who shall be any person who is a
8 registered engineer in the State of California, and who
9 shall perform such duties as may be prescribed by the
10 Governing Board.

11 ARTICLE V - POWERS

12 Section 5.1 General Powers. The Authority created by
13 this agreement shall exercise in the manner hereafter
14 provided the powers, and only the powers, common to each of
15 the entities and necessary to the accomplishment of the
16 purposes of this agreement. The Authority shall be a public
17 entity separate from the members hereof. The Authority
18 shall have the power to design, construct, and operate the
19 Regional Outfall, which may be amended, and shall have the
20 power to finance, acquire, construct, manage, operate and
21 maintain the facilities related thereto and other wastewater
22 collection, treatment, and transportation facilities,
23 subject to the provisions of this agreement.

24 Section 5.2 Specific Powers. The Authority is hereby
25 authorized, in its own name, to do all acts necessary for
26 the exercise of the foregoing general powers for the
27 purposes of this agreement, including, but not limited to,
28 any or all of the following:

- 1 (a) to make and enter into contracts;
- 2 (b) to employ agents or employees;
- 3 (c) to acquire, construct, manage, maintain or operate
- 4 any buildings, work, or improvements;
- 5 (d) to acquire, hold or dispose of property;
- 6 (e) to sue and be sued in its own name;
- 7 (f) to incur debts, liabilities or obligations;
- 8 (g) to apply for, accept, receive and disburse grants,
- 9 loans and other aids from any agency of the United States of
- 10 America or of the State of California;
- 11 (h) to invest any money in the treasury pursuant to
- 12 Government Code Section 6505.5 that is not required for the
- 13 immediate necessities of the Authority, as the Authority
- 14 determines is advisable, in the same manner and upon the
- 15 same conditions as local agencies, pursuant to Section 53601
- 16 of the Government Code; and
- 17 (i) to carry out and enforce all of the provisions of
- 18 this agreement.

19 ARTICLE VI - METHOD OF PROCEDURE AND DUTIES OF AUTHORITY

20 Section 6.1 Assumption of Responsibilities. Upon

21 completion of the initial organization of the Governing

22 Board, as amended, the Authority shall assume responsibility

23 for maintaining and operating the Regional Outfall; the

24 implementing and administering of the Regional Outfall and

25 constructing, operating, and maintaining it and other

26 facilities required therefor in accordance with law and the

27 terms and conditions of all relevant grants, agreements, and

28 contracts.

ARTICLE VII - COSTS

Section 7.1 Annual Budget. The Governing Board shall adopt a budget for administrative expenses, capital reserve expenses, and operation and maintenance expenses, annually prior to July 1 of each year.

Section 7.2 Records of Accounts. The Authority shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, maintaining capital reserves, operation and maintenance, and all financial transactions of the Authority. Said books of account shall be open to inspection at all times by any representative of any of the members hereof, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the Act, cause the books of account and other financial records of the Authority to be audited annually by an independent certified public accountant.

Section 7.3 Allocation of Expenses; Generally. After adoption of the annual budget and prior to July 1 of each year, the Authority shall furnish to each of the members hereof, an estimate of the total annual administrative expenses, or other expenses, and of the proportion thereof allocated to each of the members hereof for the ensuing fiscal year.

Section 7.4 Payment of Costs. Each of the members hereof and Jackson agree to pay the Authority its allocated share of the total estimated annual expenses of the

1 Authority in four (4) equal installments payable on or
2 before the last day of September, December, March and June
3 of each fiscal year. The Authority shall submit to each of
4 the members hereof a final detailed statement of the final
5 expenses for the fiscal year allocated in the same manner as
6 estimated expenses were allocated within three (3) months
7 after the close of each fiscal year, whereupon final
8 adjustments of the debits and credits shall be made by the
9 Authority. If the amount of any allocated share of any
10 estimated item of expense due from any member was less than
11 the final allocation of such item to such member, such
12 member shall forthwith pay the difference to the Authority.
13 If the amount of any allocated share of any estimated item
14 of expense due from any member was in excess of the final
15 allocation of such item to such member, the Authority shall
16 credit such excess to the appropriate account of such
17 member.

18 Section 7.5 Members' Contributions Prior to Operation
19 of Outfall. Until the Outfall is operating so that the
20 contributions of the members are determined by the
21 provisions of subsection 7.6, each member shall contribute
22 expenses in accordance to the ratio of its population to the
23 whole of the population of all the members together;
24 provided, however, that Amador County's population for the
25 purposes of this agreement shall be limited to the
26 population of the Martell County Service Area. The
27 population of the respective members for the purpose of this
28 subsection is County, 9%; Sutter Creek, 84%; and Amador

1 City, 7%.

2 Section 7.6 Formula for Allocating Expenses.

3 Commencing with the fiscal year which begins after the City
4 of Sutter Creek commences treatment of wastewater from
5 Martell, each member shall contribute expenses in accordance
6 with the ratio of that member's quantity of wastewater
7 disposed of through the Outfall to the total quantity of
8 wastewater disposed of through the Outfall, adjusted at the
9 beginning of each fiscal year; provided, however, that the
10 Governing Board may make adjustments in said ratio to
11 accommodate differences in the physical or chemical
12 qualities of wastewater emanating from the respective
13 members hereof, to the extent said differences make disposal
14 of said wastewater more difficult or costly.

15 Section 7.7 Initial Payment. Upon organization, the
16 Governing Board shall determine the initial sum required to
17 fund the operations of the Authority. Within thirty (30)
18 days from the date the Governing Board so requires, the
19 members hereof shall pay to the Authority an amount
20 determined in accordance with the provisions of subsection
21 7.5, said amount being the estimated initial expense of the
22 Authority for fiscal year 1982-83.

23 Section 7.8 Sources of Funds. Each party hereto shall
24 provide the funds required to be paid by it to the Authority
25 under this agreement from any source of funds legally
26 available to such party for such purposes, subject to the
27 limitations of law.

1 Section 7.9 Pumping Costs, The costs of pumping
2 primary treated wastewater from Amador City to the Sutter
3 Creek treatment plant or untreated wastewater from the
4 Martell County Service Area to the Sutter Creek treatment
5 plant shall not be shared by the respective members but
6 shall be borne according to the contracts by and between
7 Sutter Creek and Amador City, and by and between the County
8 and Sutter Creek.

9 ARTICLE VIII - OPERATIONAL PROVISIONS

10 Section 8.1 Boundary Modification. Modification of
11 the boundaries of any member which may cause an increase in
12 the member's flow of wastewater into the Outfall shall
13 require the approval of the Governing Board, which approval
14 shall not be withheld unless the boundary modification may
15 reduce the ability of the Authority to dispose of all
16 wastewater created in the jurisdictions of all the members.

17 Section 8.2 Flow Metering. The Authority shall
18 install and maintain in good working order (or require said
19 installing and maintaining) meters to measure the flow of
20 wastewater originating from each member and flowing to or
21 into the Regional Outfall, and to report said flows to the
22 members hereof in the form, manner and at the times
23 prescribed by the Governing Board.

24 Section 8.3 Flow and Strength Limitation. The
25 Authority shall have the power to prohibit the discharge to
26 the Outfall of any substance in a concentration which may
27 damage the Regional Outfall or cause quality of Regional
28 Outfall wastewater to be lower than that acceptable for its

1 intended use as irrigation or industrial water, and the
2 Authority may establish by resolution or ordinance standards
3 for treatment of wastewater as necessary to safeguard the
4 wastewater disposal and/or treatment processes or facilities
5 of the Authority.

6 Section 8.4 Grant Conditions. Each of the members
7 hereof agrees that the Authority shall be empowered, in any
8 case in which the Authority is a party to a grant contract
9 with the state or the United States of America, to impose to
10 the extent permitted by law on each of the members hereof
11 the duty of compliance with any conditions in such grant
12 contract and each member agrees to comply with such
13 conditions by enactment of appropriate ordinances,
14 regulations or otherwise. Each of the members hereof
15 specifically agrees to pay promptly their shares of the
16 initial capital cost of the project.

17 Section 8.5 Enforcement by Authority. The Authority
18 is hereby authorized to take any or all legal or equitable
19 actions including, but not limited to, specific performance
20 necessary or permitted by law to enforce this agreement.

21 ARTICLE IX - TERMINATION

22 Section 9.1 Term. (a) This amended agreement shall
23 be dated the date of execution of this agreement by the last
24 of the members hereof that executes this amended agreement
25 and shall be effective on said date and shall continue until
26 terminated by agreement of a majority of the members hereof;
27 provided, however, that the term of this agreement shall be
28 a minimum of thirty (30) years from said date of execution.

1 (b) The members of the Governing Board hereof may
2 decide to form immediately upon creation and organization of
3 the Authority a special district encompassing no less than
4 the same area included in the Authority through its members.
5 Any such district shall have the legal power and authority
6 to succeed to all of the rights, duties, and powers of the
7 Authority as established herein. Upon creation and
8 organization of said district, the Governing Board of the
9 Authority may then transfer and assign all of the rights,
10 duties, and powers of the Authority to said district and
11 said district shall thereupon operate, maintain, and pay for
12 the Regional Outfall as a successor in interest to the
13 Authority. Upon said formation and organization of said
14 district, and said district's accepting said assignment and
15 transfer of the Authority's rights, duties, and powers, the
16 Authority may terminate as set forth in subparagraph (a)
17 hereof; provided, however, that such termination may occur
18 earlier than thirty (30) years from the creation of the
19 Authority as set forth in subparagraph (a) hereof.

20 Section 9.2 Disposition of Assets. On the termination
21 of this agreement, unless the Authority is superseded by a
22 special district as set forth in subparagraph 9.1(b) hereof,
23 all surplus money of the Authority shall be returned to the
24 respective members hereof in the same proportions that the
25 total of all amounts paid by each member hereof pursuant to
26 this agreement bears to the total of such amounts paid by
27 all the parties hereto, excluding Jackson. On the
28 termination of this agreement, all property of the

1 Authority, both real and personal, shall be divided among
2 the members hereof in such manner as shall be agreed upon by
3 the members hereof and, until such division is agreed upon,
4 shall be held in trust by Amador County for all the members
5 hereof.

6 ARTICLE X - MISCELLANEOUS PROVISIONS

7 Section 10.1 Notices. Notices hereunder shall be
8 deemed sufficient if delivered to:

9 City of Amador City
10 Amador City Council
Amador City, CA 95601

11 City of Sutter Creek
12 Sutter Creek City Council
Post Office Box 366
13 Sutter Creek, CA 95685

14 County of Amador
Board of Supervisors
15 108 Court Street
Jackson, CA 95642

16 City of Jackson
17 Jackson City Council
33 Broadway
18 Jackson, CA 95642

19 Section 10.2 Headings. The section headings in this
20 agreement are for convenience only and are not to be
21 construed as modifying or governing the language in the
22 section referred to.

23 Section 10.3 Law Governing. This agreement is made in
24 the State of California under the Constitution and laws of
25 such State and is to be so construed.

26 Section 10.4 Amendments. This agreement may be
27 amended at any time, or from time to time, except as limited
28 by applicable regulations or laws of any jurisdiction having

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authority, which amendments shall be by supplemental agreement executed by the members hereof, as required in order to carry out any of the provisions of this agreement, or for any other purpose in pursuance of the purposes of this agreement.

Section 10.5 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 10.6 Successors. This agreement shall be binding upon and shall inure to the benefit of the successors of the members, but may not be assigned without consent of the Governing Board.


IN WITNESS WHEREOF, the members hereof have caused this agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the members.

George Maloney
CITY OF SUTTER CREEK

[Signature] *[Signature]* ATTEST
Harold H. Brown
CITY OF AMADOR CITY
city Clerk

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CITY OF JACKSON


COUNTY OF AMADOR

AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF AMADOR, THE CITY OF AMADOR CITY, AND THE CITY OF SUTTER CREEK

This Amendment to the Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek (“Amendment”) is entered into this ____ day of _____, 2024, by and between the County of Amador, the City of Amador City, and the City of Sutter Creek, hereinafter collectively referred to as “members.”

RECITALS

WHEREAS, on September 19, 1978, the County of Amador and the cities of Amador City, Jackson, and Sutter Creek entered into a joint powers agreement (“Agreement”) to establish the Amador Regional Sanitation Authority (“ARSA” or “JPA”) and implement a regional wastewater disposal plan; and

WHEREAS, on November 15, 1982, the agreement was amended in its entirety to remove the City of Jackson as a member (the “Amended Agreement”); and

WHEREAS, the members desire to further amend the Amended Agreement to allow for the City of Sutter Creek to succeed ARSA for all purposes upon termination and dissolution of the JPA.

NOW, THEREFORE, the Board of Supervisors of the County of Amador, and the City Councils of the Cities of Amador City and Sutter Creek, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

TERMS

1. Subparagraph 9.1(a) of Article IX of the Amended Agreement is hereby amended in its entirety to read as follows:

“(a) This amended agreement shall continue until terminated by agreement of a majority of the members hereof; provided, however, that should the City of Sutter Creek become successor-in-interest to ARSA for all purposes (pursuant to Subparagraph 9.1(b)), then the City of Sutter Creek must be one of such members agreeing to terminate and dissolve ARSA. The parties may agree to terminate by resolution of the member agencies’ governing bodies.”

2. Subparagraph 9.1(b) of Article IX of the Agreement is hereby amended in its entirety to read as follows:

“(b) The member agencies may, pursuant to subparagraph 9.1(a), agree to terminate the JPA to dissolve ARSA and authorize the City of Sutter Creek to succeed ARSA for all purposes. Should the City of Sutter Creek be intended to succeed ARSA, the City of Sutter Creek shall first give permission to the other member agencies to proceed with the dissolution before dissolution occurs. ARSA shall otherwise dissolve and terminate as set forth in subparagraph (a) hereof. In such case, the City of Sutter Creek shall have the legal power and authority to be the successor-in-interest to ARSA, for all purposes. The City of Sutter Creek shall then operate, maintain, and pay

for the Regional Outfall and assume all duties previously borne by ARSA, as its successor in interest to ARSA. Nothing shall preclude the City of Sutter Creek from entering into separate agreements or arrangements with the City of Amador City or the County of Amador with respect to costs for such wastewater treatment services.”

3. Section 9.2 of Article IX of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the members hereof have caused this Amendment to be executed by their duly authorized officers, on the first date listed above.

CITY OF SUTTER CREEK

[name], [title]

ATTEST:

[name], [title]

CITY OF AMADOR CITY

[name], [title]

ATTEST:

[name], [title]

COUNTY OF AMADOR

[name], [title]

ATTEST:

[name], [title]

RESOLUTION NO. _____

**A RESOLUTION OF THE [CITY COUNCIL/BOARD OF SUPERVISORS]
OF THE [CITY/COUNTY] OF _____ AGREEING TO TERMINATE
AND DISSOLVE THE AMADOR REGIONAL SANITATION
AUTHORITY (ARSA) AND AUTHORIZING CITY OF SUTTER CREEK
TO BECOME ARSA’S SUCCESSOR-IN-INTEREST FOR ALL
PURPOSES**

WHEREAS, the Amador Regional Sanitation Authority (“ARSA”) is a public entity formed pursuant to a certain Joint Exercise of Powers Agreement, as amended, (“JPA”) in accordance with Government Code section 6500 *et seq.*; and

WHEREAS, ARSA is currently comprised of three member entities, namely, the County of Amador, the City of Amador, and the City of Sutter Creek; and

WHEREAS, on _____, 2024, the JPA was amended (“Operative JPA”) to modify Paragraphs 9.1 and 9.2, to allow termination of ARSA and allow the City of Sutter Creek to become a successor-in-interest to ARSA for all purposes; and

WHEREAS, all necessary conditions precedent have been completed and satisfied, including any and all formal assignments and/or transfers to the City of Sutter Creek, of all of ARSA’s rights, duties, contracts, assets, liabilities, monies, property (both real and personal); and

WHEREAS, pursuant to the 2024 Amendment, the member agencies now desire to make the City of Sutter Creek the successor-in-interest to ARSA, for all purposes, and to terminate the operative JPA.

NOW, THEREFORE, THE [CITY COUNCIL/BOARD OF SUPERVISORS] OF THE [CITY/COUNTY] OF _____ RESOLVES AS FOLLOWS:

Section 1. That the [City/County of _____] hereby agrees to terminate the Operative JPA to dissolve ARSA, and further agrees that the City of Sutter Creek shall become ARSA’s successor-in-interest for all purposes.

Section 2. That, pursuant to Paragraph 9.1 of the Operative JPA, the effective date of such termination of ARSA and succession by the City of Sutter Creek shall be the date that the second member agency under the operative JPA adopts a resolution to this effect (provided that one such member agency must be the City of Sutter Creek).

Section 3. That the [City Manager/County Administrative Officer] is hereby authorized to execute any documents (including any agreement memorializing such termination), and take any other actions reasonably necessary, to effectuate and implement the orderly and timely succession of City of Sutter Creek and the dissolution and termination of ARSA.

Section 4. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the [City Council/Board of Supervisors] of the [City/County] of _____ this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[name], [Title]

ATTEST:

[name], [City Clerk/Clerk to the Board]

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Presentation regarding programs, opportunities and resources offered by Amador College Connect.

Recommendation:

Presentation only, no action requested

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

- [Summary for BOS.docx](#)
- [K16 Program Presentation.pptx](#)
- [Computer Science Flyer \(1\).pdf](#)
- [THE ECE FLYER.pdf](#)

Amador College Connect is a local nonprofit located at 1 Prosperity Ct. in Sutter Creek located just off Prospect Drive. Amador College Connect aims to service students in rural areas to achieve their academic and career goals. Our two new Career Technical Education (CTE) programs are funded by the K16 Grant, a California grant focused on streamlining educational pathways and into careers. These programs solve equity issues and improve career readiness for students by partnering with colleges, K-12 schools and other community partners. The first CTE program is for students interested in Early Childhood Education (ECE).

Objective: Help students obtain an Assistant teaching Permit and open more opportunities for them in the ECE field.

Coursework: Participants will be enrolled in and take 2 courses, 3 units each at Columbia College. The courses are online.

- CHILD 1: Child Growth & Development in the Fall 2024 Semester
- CHILD 22: Child, Family & Community in the Spring 2025 Semester

Students will also complete 200 hours of on-the-job training with community partners. The Resource Connection, Amador Child Care Council and Calaveras Child Care Council will help us connect students to places where they can do this training.

- Required for students to complete 6 hours a week of on-the-job training
 - In 3 hour increments

Support: Students have the Amador College Connect center and Columbia College support services to help them succeed. The K16 Outreach and Enrollment Technician will send out weekly check-ins with students in conjunction with the professor's check-ins as well.

Outcomes: Students will obtain an Assistant Teaching Permit and be prepared for a career in education.

Incentives: Students will receive a \$500 reimbursement from Amador College Connect. Other community partners will be giving students incentives as well.

The second CTE program is for students interested in Computer Science and Technology.

Objective: Help students find careers in Computer Science and Technology and help them obtain a Computer Network Specialist Certification.

Coursework: Students will be enrolled in 5 classes total over 2 semesters. All classes are 3 units each.

- COMP 40 Intro to PC Hardware
- COMP 41 PC Hardware
- COMP 42 PC Operating Systems
 - All of these courses will be completed in the Fall 2024 semester
- COMP 50 Intro to Security
- COMP 61 Windows Server Network Infrastructure
 - All of these courses will be completed in the Spring 2025 semester
- On-the-job training with Volcano Communications
 - June 9 - June 27

Support: Students have the Amador College Connect center and Columbia College support services to help them succeed. The K16 Outreach and Enrollment Technician will send out weekly check-ins with students in conjunction with the professor's check-ins as well.

Outcomes: Students will obtain a Computer Network Specialist Certification and have the skills to have a job in technology or computer science.

Incentives: Amador College Connect will give students a \$500 award at the end of the program, after completion.

Amador College Connect

Andrew Gardner, K16 Program Director
Mia Huss, K16 Outreach and Enrollment Technician

7/30/2024



What is Amador College Connect? (ACC)

- Local nonprofit located in Sutter Creek
 - 1 Prosperity Ct. just off of Prospect Dr.
- Free support services
 - Financial aid
 - Scholarships
 - Mental Health Services Act (MHSA)
 - Jackson Rancheria
 - Applications
 - Peer mentorship
 - Tutoring
 - Exam proctoring
 - Computer labs



Origins of The K16 program

- Senator Marie Alvarado-Gil
 - Grant applications
 - Awarded
- This grant meets the needs of Amador County and surrounding areas
- Streamlines equitable pathways that meet regional workforce needs
 - Early Childhood Education
 - Computer Science and Technology
- Work with regional partners and enhance student success



Our New Programs



Early Childhood Education & Computer Science and
Technology pathways Funded by the K16 Grant

ARE YOU LOOKING FOR A CAREER IN COMPUTER SCIENCE?

WHAT YOU WILL DO

- 1 Students who enroll in and complete the Computer Network Specialist Course Program will receive all levels of support through Amador College Connect and Columbia College.
- 2 Courses begin in the Fall 2024 Semester: COMP 40 Intro to PC Hardware, COMP 41 PC Hardware, and COMP 42 PC Operating Systems
- 3 Courses continue in the Spring 2025 Semester: COMP 50 Intro to Security and COMP 61 Windows Server Network Infrastructure
- 4 After successfully completing 5 courses, students will begin the intensive 3 week on the job training with Volcano Communications Group from June 9-27, 2025.

STUDENTS WHO SUCCESSFULLY COMPLETE THIS ONE-YEAR CAREER EDUCATION PROGRAM WILL RECEIVE A \$500 COMPLETION AWARD AND REIMBURSEMENT

NEXT STEPS:

Contact Amador College Connect NOW!
1 Prosperity Court in Sutter Creek, CA at the corner of Ridge Rd and Prospect Dr.

Phone: 209-217-8239 Website: amadorcollegeconnect.com



Are you looking for a career in Early childhood education (ECE)?

This program is designed to help you obtain an Assistant Teaching Permit which will open more doors in the ECE field! This opportunity is FREE to you!

What you will do

Complete 2 courses: CHILD 1: Child Growth & Development and CHILD 22: Child, Family, & Community starting in the Fall 2024 Semester!

Complete 200 hours of on-the-job training with community partners in the ECE field!

Students from Amador and Calaveras Counties will receive one-on-one support from Amador College Connect and Columbia College Staff!

want to learn more?

Students who successfully complete this one-year Career Education Pathway Program will receive a \$500 Completion Award and Reimbursement and other incentives from community organizations!

Contact Amador College Connect!

1 Prosperity Court in Sutter Creek, CA at the corner of Ridge Road and Prospect Drive
209-217-8239 • amadorcollegeconnect.com





01

Early Childhood Education



Early Childhood Education

- A FREE one year program
- Collaboration with Columbia College
- Earn an Assistant Teaching Permit to work in the ECE field
 - First permit/credential you must get in CA to work in early childhood development
- Students will:
 - Complete 1, 3 unit course in the Fall Semester
 - Starts August 28
 - Child Growth & Development
 - Complete 1, 3 unit course in the Spring Semester
 - Child, Family & Community
 - Complete 200 hours of hands on, on the job training with community organizations
 - Working with Amador Child Care Council, Calaveras Child Care Council and The Resource Connection
- Students can receive \$500 reimbursement after program completion
 - Other community organizations have financial incentives



Early childhood Education

- Secure jobs with local agencies like First 5, Headstart, etc.
- This is the start of the many permits and certifications in the state of CA in Early Childhood Education (ECE)

Levels of the Child Development Permit

Child Development Assistant Permit.

- Child Development Associate Teacher Permit.
- Child Development Teacher Permit.
- Child Development Master Teacher Permit.
- Child Development Site Supervisor Permit.
- Child Development Program Director Permit.

Source: State of California

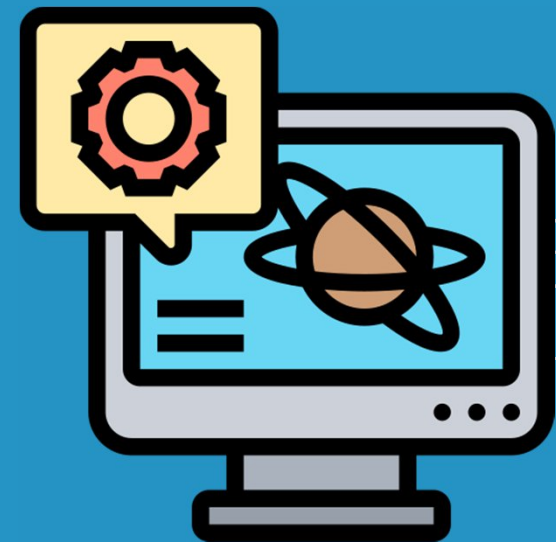
02

Computer Science
& Technology



Computer Science & Tech

- A FREE one year program
- Collaboration with Columbia College
- Earn a Computer Network Specialist certification
- Students will:
 - Begin 3 courses in Fall Semester
 - Starts in mid-August
 - Intro to PC Hardware, PC Hardware and PC Operating Systems
 - 3 units each, 9 units total
 - Begin 2, 3 unit courses in the Spring Semester
 - Intro to Security, Windows Server Network
 - Complete in a 3 week on the job training
 - With Volcano Communications Group
- A \$500 reimbursement for students after program completion



Thank You!

Questions?

amadorcollegeconnect.com
209-217-8239
1 Prosperity Ct, Sutter Creek, CA

Amador College Connect & @amadorcollege
amadorcollegeconnect.com



ARE YOU LOOKING FOR A CAREER IN COMPUTER SCIENCE?

WHAT YOU WILL DO

1

Students who enroll in and complete the Computer Network Specialist Course Program will receive all levels of support through Amador College Connect and Columbia College.

2

Courses begin in the Fall 2024 Semester: COMP 40 Intro to PC Hardware, COMP 41 PC Hardware, and COMP 42 PC Operating Systems

3

Courses continue in the Spring 2025 Semester: COMP 50 Intro to Security and COMP 61 Windows Server Network Infrastructure

4

After successfully completing 5 courses, students will begin the intensive 3 week on the job training with Volcano Communications Group from June 9-27, 2025.

STUDENTS WHO SUCCESSFULLY COMPLETE THIS ONE-YEAR CAREER EDUCATION PROGRAM WILL RECEIVE A \$500 COMPLETION AWARD AND REIMBURSEMENT

NEXT STEPS:

Contact Amador College Connect NOW!

1 Prosperity Court in Sutter Creek, CA at the corner of Ridge Rd and Prospect Dr.

Phone: 209-217-8239 **Website:** amadorcollegeconnect.com



Are you looking for a career in **Early childhood education (ECE)**?

This program is designed to help you obtain an **Assistant Teaching Permit** which will open more doors in the **ECE field!** This opportunity is **FREE** to you!

What you will do

Complete 2 courses: **CHILD 1: Child Growth & Development** and **CHILD 22: Child, Family, & Community** starting in the **Fall 2024 Semester!**

Complete **200 hours** of on-the-job training with community partners in the **ECE field!**

Students from **Amador and Calaveras Counties** will receive one-on-one support from **Amador College Connect** and **Columbia College Staff!**

want to learn more?

Students who successfully complete this one-year **Career Education Pathway Program** will receive a **\$500 Completion Award and Reimbursement** and other incentives from **community organizations!**

Contact Amador College Connect!

1 Prosperity Court in Sutter Creek, CA at the corner of Ridge Road and Prospect Drive
209-217-8239 • amadorcollegeconnect.com



Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: July 30, 2024

SUBJECT

Landfill Compliance Projects: Class III Phase One Dual Extraction Wells Infrastructure upgrade

Recommendation:

Approve scope of work and budget presented by staff.

4/5 vote required:

No

Distribution Instructions:

GSA/Board Clerk/WM

ATTACHMENTS

- [BOS Agenda Packet BVLV Well Upgrades 07.30.24 \(1\).pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING

PHONE: (209) 223-6429


FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors
FROM:  Jeff Gardner, Director of Solid Waste
DATE: July 30, 2024
SUBJECT: Landfill Compliance Projects: Class III Phase One Dual Extraction Wells Infrastructure upgrade

Introduction

Class III Phase One Dual Extraction Wells

The Dual Extraction Wells remove gas and water from the Waste Management Unit No. One. These wells were first placed in the unit around 2005. The wells pull gas from the unit and send it to the flare and any water accumulating in the well housing is pumped up to the Class II Surface Impoundment (C2SI). The materials being handled by these wells are very corrosive in nature and constant maintenance and upkeep is required to keep them in operating condition. After 20 years the wells need to be upgraded to current standards.

After evaluation by our landfill monitoring consultants (SCS) and County Staff, we have determined all of the functioning parts should be replaced. The attached proposal from SCS Field Services outlines the scope of work to be accomplished. It represents a significant investment in time and materials. It is something staff already anticipated as part of the overall project being undertaken on Waste Management Unit No. One.

The Board has approved financing on the project of \$4,500,000. The current bids without the additional work described above, came in at around \$4,600,000 including a ten percent (10%) contingency. However, after starting the work, the contractor uncovered a three foot thick layer of ash from the cogeneration plant approximately two feet below the unit surface. After initial discussions with the Regional Water Quality Control Board (RWQCVB) design and enforcement staff, they were suggesting we remove the ash layer and potentially haul it to a Class II landfill. This would have potentially doubled the cost of the project. So I put together a working group on the fly with 120 years of landfill engineering expertise and we proposed a different solution which met Title 27 requirements and ultimately enabled us to significantly reduce the amount of materials to be handled by about fifty percent (50%). We met at the construction site with the RWQCB staff and they concurred with our solution and gave approval to move forward. The County should realize significant savings from this and the project cost should end up significantly lower than the awarded bid amount and the amount authorized by the Board for financing.

The proposed budget for the upgrades to the wells is \$111,100.00. This amount exceeds the authorization authority of the GSA Director. The savings from the project change described above will more than cover this additional outlay. SCS Field Services oversees the monitoring and upkeep of our gas and leachate extraction systems and are uniquely qualified to work on this site.

Funding

Funding for this work is coming from the BVLFF Project Enterprise Fund budgeted line item (28800-7880-56121). There is money in the 2024-25 budget to pay for this work. The SRF funding will reimburse the County for these expenses. We have the appropriate resolutions in place to claim a reimbursement when the financing contracts are in place.

Recommendation:

- Approve scope of work and budget presented by staff.
- Authorize GSA to prepare a requisition for parts and labor.
- Authorize staff to apply for reimbursement from SRF Contract Funding for the completed work when funding becomes available.

June 26, 2024
Proposal No. 90000001.07

Mr. Jeff Gardner
Director of Solid Waste
Waste Management and Recycling Department
Amador County
810 Court St,
Jackson, California 95642

Email: jgardner@amadorgov.org

Subject: Proposal for the Upgrading and Installation of QED Vertical LFG Wellheads, 6-Inch Dual Extraction Well Caps, Air Filters/Regulators, Pneumatic Fluid Pumps with associated Hoses and Fittings at the Amador Landfill, California

Dear Mr.: Gardner

SCS Field Services (SCS) is pleased to submit to County of Amador the Scope of Work, Compensation, and Assumptions and Conditions for the subject work at the Amador Landfill, Jackson, California. SCS assumes that project subject area will have safe access for equipment and personnel for the performance of this work. SCS will provide labor, materials and equipment required to complete the scope of works as described below.

SCOPE OF WORK

The Scope of Work for the Upgrading and Installation of QED Vertical LFG Wellheads, 6-Inch Dual Extraction Well Caps, Air Filters/Regulators, Pneumatic Fluid Pumps with associated Hoses and Fittings at the subjected site consist of the following task activities:

1. This task would include procurement and delivery of materials and parts required to furnish the said project.
2. Installation of twenty-four (24), 2-inch QED Vertical wellheads with associated hoses, and fittings which includes; banding kits, solar guard flex hose, and couplings with clamps.
3. Installation of eleven (11) Dual Extraction 6-inch well caps for 2-inch gas pipe with associated hose/tubes, ferncos, compression fittings and brackets.
4. Installation of fifteen (15) pump cycle counter with brass quick-connects, with associated fittings and hoses.



5. Installation of four (4) new Auto Pump for sumps with associated SS discharge check valves, easy-fitting kits for hose/tube which includes 1/2" OD/ 3/8" ID pump air supply, 5/8" OD / 1/2" ID pump air exhaust, 1" OD, 3/4" ID pump fluid discharge, also including clamps and exhaust deflector.

Procurement of Materials

See attached Cost Estimate and Quotations in attachment B provided by SCS.

SCS estimates this work to be completed with a (2) two-man crew in (10) ten on-site working day with Prevailing Wage Rate.

COMPENSATION

SCS would be pleased to perform the scope of work presented in the following table:

Task	Item	Unit	Quantity	Unit Price	Total Price
1	(PW) Daily rate (2-man crew) 8-hour day, including hand held tools. (additional OVT will be billed T&M, if needed). If required SCS will revise the rate.	T&M	10	\$3,960.00	\$39,600.00
2	Materials with tax & delivery	T&M	1	\$71,500.00	\$71,500.00
Total Budget (Refer last page for quotations)					\$111,100.00

- ❖ SCS will charge for the work days on site.

ASSUMPTIONS, CONDITIONS and Quotation

The Assumptions and Conditions for the Scope of Work are contained in Attachment A.

Quotations in Attachment B.

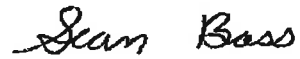
Should you have any questions regarding this proposal, please do not hesitate to contact either of the undersigned. We are committed to providing you the best service.

Mr. Jeff Gardner
June 26, 2024
Page 3

Very truly yours,



Alvin Reddy
Project Manager
SCS Field Services
areddy@scsengineers.com



Sean T. Bass
Senior Project Manager
SCS Field Services
sbass@scsengineers.com

Attachment A – Assumptions and Conditions

Attachment B - Quotations

ATTACHMENT A
ASSUMPTIONS AND CONDITIONS



**ATTACHMENT A
ASSUMPTIONS AND CONDITIONS
FOR THE AMADOR LANDFILL,
CALIFORNIA**

June 26, 2024

- Unrestricted site access for personnel, equipment, and materials will be provided to enable completion of work.
- Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Management Division, "A Compilation of Landfill Gas Field Practices and Procedures," dated August 2011. Additional health and safety requirements will be addressed in our Site-Specific Health and Safety Plan.
- SCS will maintain the site in construction clean manner.
- This proposal is considered confidential and proprietary and may not be disclosed to third parties without the prior written approval of SCS.
- The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
- This work can be performed in one mobilization.
- All materials will be supplied by SCS unless otherwise stipulated.
- The owner is responsible for notifying contractor of any risks at the site and all environmental, safety and health procedures required by any applicable federal, state, and/or local law, regulation, and/or order.



ATTACHMENT B
QUOTATIONS



Quote No: R-77290, Feb 21, 2024
Rev 1, 03/01/24

Site Reference: AMADOR COUNTY

Prepared For:

Anton Svorinich
209-702-1475
antonsvorinich@scsengineers.com

SCS FIELD SERVICES

Represented By:

Kano Galindo, Regional Sales Mgr
530-320-3037
kgalindo@qedenv.com

Prepared By:

Theresa Hawes
800-624-2026 ext 2231
thawes@qedenv.com

QTY	PART NO.	DESCRIPTION	UM	UNIT PRICE	EXTENSION
24	ORP215M-R	Quick change orifice plate LFG wellhead assembly, 2" Vertical. Quick orifice plate change function for optimizing flow measurement. Glass-filled, polypropylene construction with snap-together design and orifice plate storage loop. Includes CV2000M Fine Tune Control Valve, and 4 Easy Port fittings (threaded nylon barb, cap with tether): 3 pressure/sampling, 1 temperature. Includes 40770 orifice plate kit (6 plates) and 41647 SS Carabiner.	EA	538.05	12,913.20
24	40979	Banding Kit for 2.38" Solarguard (TM) Flex Hose. Includes two (2) all stainless steel Solarguard band clamps, and two (2) banding coils.	EA	23.21	557.04
2	40946	Solarguard (TM) Flex Hose, 2.38" ID x 100 ft long. PVC construction with yellow pigment and UV inhibitors for extended service life. Commonly used in landfill gas collection systems. Requires QED banding coil for use with band clamp.	EA	651.95	1,303.90
11	GWC6284	Dual Extraction 6" Well Cap for 2" gas pipe. Includes: * 6" Fernco sleeve * 4 x 2 reducing Fernco * Pump support line eyebolt * Compression fittings 5/8" exhaust, 1/2" air tube * Compression fittings 1" discharge * Filter/Regulator Bracket * 2 spare plugged holes (3/4" NPT)	EA	403.75	4,441.25
12	40503	Coupling 4 x 2 Flex, includes clamps.	EA	21.09	253.08
13	40674	Coupling 6 x 2 Flex, includes clamps.	EA	64.60	839.80
15	39196GS	Pump cycle counter with brass quick-connects.	EA	332.35	4,985.25



Quote No: R-77290, Feb 21, 2024
Rev 1, 03/01/24

15	40006	Air filter/regulator assembly for flange, includes 5 ft. blue air hose terminating in a brass quick-connect to mate to the air line header ball valve. 3 ft. green hose pigtail ends in 1/2" PrestoLok for cap connection. (Mounting bracket sold separately except for some caps and flanges.)	EA	284.75	4,271.25
15	303016	Retrofit Stainless Steel Easy-Fittings Kit for Tube * 1/2" OD pump air supply tubing * 5/8" OD pump air exhaust tubing * 1" OD pump fluid discharge tubing * Includes clamps for tubing	EA	201.45	3,021.75
800	48884A	Green Line Nylon 12 pump jacketed tubing bundle includes: * 1/2" OD air supply tubing * 5/8" OD exhaust tubing * 1" OD discharge tubing	FT	9.78	7,824.00
1	SHIPPING	Estimated Shipping and Handling Charges. Please note that this amount is only an estimate and is subject to change based on dimensional size / weight requirements of freight carriers and any applicable fuel surcharges. This amount is only intended to provide a general cost estimate as your actual costs may be higher or lower. Price does not include any duties, taxes or other costs associated with government regulations. <i>Via Ground Service to: Jackson, California 95642</i>	EA	3,250.00	3,250.00
				TOTAL	43,660.52

TERMS & CONDITIONS: Payment Terms: NET 60

Estimated shipping time 5-10 working days after receipt of Purchase Order, transit time not included. Pricing subject to change. All prices are in U. S. DOLLARS, FOB SHIPPING POINT, USA. A copy of your purchase order, or signed quote, is required at time of order. Payment terms (shown above) are calculated from invoice date, subject to credit approval. A service charge of 1% per month will be applied to all past due invoices. As of April 1, 2023, we will impose a 3% surcharge on credit cards that is not greater than our cost of acceptance.

Acceptance of customer quotes/purchase orders does not imply QED has agreed to sell on credit. In some cases, downpayments are required prior to manufacturing or shipment.

Unless shown as separate line item(s), total price shown DOES NOT include applicable sales tax or shipping & handling charges. Applicable sales taxes, shipping and handling charges will be added to the invoice. Customer specified freight carrier will incur a \$250 handling charge. Estimates available upon request.

After acceptance of an order, no order can be returned without QED approval. Standard equipment, not



Quote No: R-78630, Apr 05, 2024

Site Reference: Amador County

Prepared For:

Anton Svorinich
209-702-1475
antonsvorinich@scsengineers.com

SCS FIELD SERVICES

Represented By:

Kano Galindo, Regional Sales Mgr
530-320-3037
kgalindo@qedenv.com

Prepared By:

Theresa Hawes
800-624-2026 ext 2231
thawes@qedenv.com

QTY	PART NO.	DESCRIPTION	UM	UNIT PRICE	EXTENSION
4	302405P	Short AP4+ Bottom Load Aggressive Fluid Pump * Controllerless pneumatic operation * For extreme pH levels/high chloride levels * Fully automatic air-on-demand performance * Bottom loading intake * 3" extended stainless steel fluid inlet screen * Stainless steel discharge check valve * FRP casing * Stainless steel chain support harness * Fits inside a 4" ID (100 mm) well or larger * Expanded 5-year parts & labor warranty	EA	2,972.45	11,889.80
4	303012	AP4 AutoPump SS Easy-Fittings Kit for Tube/Hose * 1/2" OD / 3/8" ID pump air supply * 5/8" OD / 1/2" ID pump air exhaust * 1" OD / 3/4" ID pump fluid discharge * Includes clamps and exhaust deflector	EA	201.45	805.80
1	SHIP-TAX	Unless shown as separate line item(s), total price shown DOES NOT include applicable sales tax or shipping & handling charges. Applicable sales taxes, shipping and handling charges will be added to the invoice.		0.00	0.00
				TOTAL	12,695.60

NOTES:

NOTE: All unit prices reflect the SCS discounted list price.

TERMS & CONDITIONS: Payment Terms: NET 60

Estimated shipping time 5-10 working days after receipt of Purchase Order, transit time not included. Pricing subject to change. All prices are in U. S. DOLLARS, FOB SHIPPING POINT, USA. A copy of your purchase order, or signed quote, is required at time of order. Payment terms (shown above) are calculated from invoice date, subject to credit approval. A service charge of 1% per month will be applied to all past due invoices. As of April 1, 2023, we will impose a 3% surcharge on credit cards that is not greater than our cost of acceptance.

800.624.2026 / 734.995.2547 / info@qedenv.com

Page 1 of 2

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Discussion and possible action relative to approval of the Chairman's signature on a letter of opposition regarding the significant rent rate increases for residents of the North Shore Camanche Mobile Home Park.

Recommendation:

Approve letter of opposition.

4/5 vote required:

No

Distribution Instructions:

Board Clerk, Clifford Chan, EBMUD General Manager

ATTACHMENTS

- [Mobile Home Rent Appeal.pdf](#)
- [07152024 CRPAB re Appeal to Monthly Rent.pdf](#)

June 29, 2024

Mr. Clifford Chan
General Manager
East Bay Municipal Utility District
EBMUD Administration
375 11th Street
Oakland, CA 94607-4240

Dear Mr. Chan,

This letter is sent on behalf of the Camanche Park Regional Advisory Board (CRPAB) with regard to the Camanche mobile home park rent rate index for the coming 2025 rent year. The CRPAB was created in 1986 by joint agreement between EBMUD and the three local counties. One of the chief responsibilities of the CRPAB is to advise EBMUD regarding appropriate rates for recreation and other services at Camanche Recreation Area.

During the March 21, 2024 meeting, the CRPAB introduced and passed several motions with respect to the Camanche mobile home park rent rates.

- Acceptance of the 2025 Camanche Proposed Recreation Fees with disapproval of the mobile home park rate index.
- A motion to request that EBMUD staff strongly consider the recommendation from the CRPAB for an amendment to the Camanche mobile home park rent rates keeping the HUD/FMR as a base calculation with limits of no less than an increase of 2%, no more than 5% for the 2025 calendar year.
- A motion to request that EBMUD staff continue to keep the CRPAB up to date on the status of the process of the mobile home park rate determination proposal at each stage of its advancement by e-mail.
- A motion to allow chair, Ryan Peek, authority to submit an appeal on behalf of the board in the event of the rejection of the mobile home rate increase as proposed.

On March 25, 2024 the CRPAB was informed via e-mail that the above recommendations would be presented to the EMBUD Board of Directors for consideration during the Budget Workshop on May 28, 2024 in Oakland, California.

On June 25, 2024 the CRPAB was informed via e-mail that these same recommendations were not advanced as a staff recommendation and consequently not adopted by the EBMUD Board of Directors during the Budget Workshop.

The mobile home park rates are based on the HUD FMR which has no floor or ceiling to the annual rate increase; the increase for the 2024 calendar year was 12.5%, and it is our understanding that past rent increases have never exceeded 8%. Since learning of the rate increase for 2024 during the November 16, 2023 meeting, the CRPAB has heard from many residents of the Camanche mobile home park who expressed their concerns to the Board in person. The Board views the 12.5% increase as excessive and out of line with other inflationary indexes. Many of the residents of the mobile home park are elderly and on fixed incomes, and an aggressive rate increase represents a significant financial hardship. Further, the process which is currently in place for determining rent rate increases has no cap and there is nothing preventing excessively high rate increases in the future which will compound the hardship placed on residents.

The CRPAB has been consistent in the recommendation to use the HUD/FMR as the baseline calculation with limits to the annual increase of no less than 2% and no greater than 5%. We feel that this is the best way to ensure that future rent changes are within reason in spite of the occasionally volatile nature of the HUD/FMR index.

In keeping with the appeals process outlined in the Camanche Regional Park Board JPA and the motions passed during the March 21, 2024 Board meeting, this letter is intended to serve as a formal appeal to the EBMUD Board of Directors decision during the May 28, 2024 Budget Workshop Meeting.

The CRPAB again issues the recommendation that the HUD/FMR be used as the baseline calculation with limits to the annual increase of no less than 2% and no greater than 5% beginning with the upcoming 2025 recreation year.

Your consideration in adopting these recommendations at the soonest possible opportunity is respectfully requested. In addition we request that we continue to be kept informed of any decision on this matter in a timely manner.

With Best Regards,

Ryan G. Peek
Camanche Regional Park Advisory Board Chair

July 15, 2024

Ryan Peek, Chairman
Camanche Regional Park Advisory Board
15083 Camanche Parkway South
Valley Springs, CA 95252

Dear Mr. Peek:

I have received your letter dated July 15, 2024 appealing the East Bay Municipal Utility District Board of Directors (Board) decision not to adopt the Camanche Regional Park Advisory Board (CRPAB) proposed cap on monthly rent for the Camanche mobilehome parks.

The Board resolution forming the CRPAB describes the process by which CRPAB members may appeal a proposed action of EBMUD concerning the administration of Camanche. This process states that the action of the Board shall be final. The CRPAB proposal was presented to the Board for consideration during the March 21, 2024 Budget Workshop. The Board, after hearing the proposal, chose not to adopt the CRPAB proposal to cap monthly mobilehome rent, and to leave the current rent formula in place for 2025. The Board subsequently adopted the fees at its June 11, 2024 Board meeting.

The CRPAB appeal of the Board decision is denied. If you have any questions, please contact Chuck Beckman at (209) 772-8203.

Sincerely,



Clifford Chan

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Review and possible approval of the July 9, 2024 Board of Supervisors Meeting Minutes and the July 16, 2024 Special Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [July 9, 2024 DRAFT Minutes.docx](#)
- [July 16, 2024 DRAFT Special Meeting Minutes \(Autosaved\).docx](#)

**Amador County Board of Supervisors
ACTION MINUTES**

REGULAR MEETING

DATE: Tuesday, July 9, 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:

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

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

Absent: None

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

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: 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.

ACTION: Nothing to report.

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

In Re: National Prescription Opiate Litigation; U.S. District Court, Northern District of Ohio Eastern Division, Case No. 1:17-MD-2804.

Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

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

Claim of Brandon McClane, Claim No. 24-08.

Suggested Action: Discussion and possible action.

ACTION: Update given.

Confidential Minutes: Review and possible approval of the June 25, 2024 Confidential Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and carried unanimously, to approve the June 25, 2024 Confidential Minutes.

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

Chairman Oneto announced that Supervisor Crew will be participating via ZOOM due to a health matter. The following vote was called to approve the emergency exception to participate remotely.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to approve the remote participation of Supervisor Crew due to a health matter.

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

Noes: None

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

There were no public comments.

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

ACTION: Direction given pursuant to the following motion.

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

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

Noes: None

Absent: None

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 item to be pulled from the Consent Agenda for regular discussion as item 5a.1:

General Services Administration: RFQ 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting.

Suggested Action: 1) Award RFQ 24-08 to Lumos & Associates for Architectural Services for Pickleball/Tennis/Basketball Courts and Ball Field Lighting in an amount not to exceed \$32,120.00 for basic services and; 2) Authorize the General Services Director and County Counsel to negotiate final terms and conditions based upon the sample agreement attached and; 3) Authorize the Chairman to execute the Professional Architectural Agreement contingent upon the Director of General Service and County Counsel's approval.

ACTION: Direction given pursuant to the following motion.

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

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

Noes: None

Absent: None

REGULAR AGENDA

Amador Resource Conservation District (ARCD): Presentation providing an update of recent and planned activities of the Amador Resource Conservation District (ARCD), Amador Fire Safe Council (AFSC) and the Natural Resource Conservation Service (NRCS).

Ms. Amanda Watson, Amador Resource Conservation District Executive Director, addressed the board and provided a presentation regarding coordinated natural resource management in Amador County.

ACTION: Presentation only.

General Services Administration: RFQ 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting.

Mr. Jon Hopkins, General Services Director, addressed the board and provided background on this project.

Discussion ensued and the following individual wished to speak:

- Mara Feeney, District V resident

Further discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Brown, seconded by Supervisor Axe and carried unanimously, to approve the architectural design services and cost analysis for RFQ 24-08.

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

Noes: None

Absent: None

Administrative Agency: Abandoned Vehicle Abatement Authority Tax Measure: Discussion and possible action regarding a resolution calling for an election regarding a \$1 registration fee on vehicles to fund the abatement of abandoned vehicles.

Mr. Glenn Spitzer, Deputy County Counsel, introduced this item and noted the Sales Tax proposal will also be on the November 5, 2024 ballot and whether or not the board would want to push both items on the upcoming ballot.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: Direction given not to proceed forward.

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

Noes: None

Absent: None

Assessor's Office: Presentation by Jim Rooney, County Assessor, regarding the tax roll and changes since last year.

Mr. James Rooney, County Assessor, addressed the board and provided a presentation on the 2024-2025 assessment cycle.

ACTION: Presentation only.

Minutes: Review and possible approval of the June 25, 2024 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously, to approve the June 25, 2024 Board of Supervisors Meeting Minutes.

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

Noes: None

Absent: None

PUBLIC HEARING 10:30 A.M.

Planning Department: Consideration of the Planning Commission's recommendation to approve proposed amendments to the County's winery ordinances and noise ordinance to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

Chairman Oneto opened the Public Hearing at this time. There were no public comments. Discussion ensued with the following action being taken.

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

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

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

Noes: None

Absent: None

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

MOTION #2: It was moved by Supervisor Axe, seconded by Supervisor Forster and unanimously carried, to approve the zoning code amendments with the recommended findings below.

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

Noes: None

Absent: None

Findings:

1. The adoption of amended Chapter 19.48.140 is Categorically Exempt from the California Environmental Quality Act per Sections 15061(b)(3), 15307, and 15308 of the CEQA Guidelines.
2. Projects under Section 15061(b)(3) are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 15307 consists of actions taken by regulatory agencies, as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Section 15308 consists of actions taken by regulatory agencies, as authorized by state or local ordinance to assure the maintenance, restoration, or enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

3. Following the Board of Supervisors adoption of the proposed ordinance amendment, a Notice of Exemption will be filed with the County Recorder.

ORDINANCE NO. 1849

Ordinance Amending Chapter 19.24.036, AG District - Use Regulations; Chapter 19.24.040 District Regulations - Generally, A District Regulations; and Chapter 19.24.045, R1A District Regulations, to Establish Regulations for Future Wineries, Tasting Rooms, and Event Locations in the A/Agricultural and R1A/Single-Family Residential Zoning Districts, and in Future Enrollments into the AG/Exclusive Agricultural (Williamson Act) Zoning District.

ORDINANCE NO. 1850

Amending Chapter 9.44.010(G), Public Nuisance Noise, to Establish that Wineries, Tasting Rooms, and Event Locations are Subject to the County Code Noise Standards.

ADJOURNMENT: Until Tuesday, July 23, 2024 at 8:30 a.m.

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

HEATHER PEEK,
Deputy Clerk of the Board of Supervisors

July 9, 2024 CONSENT MINUTES

7.a. Behavioral Health 1st Amendment to Agreement with Chelsea Yule, LCSW to provide therapeutic interventions with mothers of young children - FY 24-25.

ACTION: Approved

7.b. Contract Renewal with The ARC of Amador/Calaveras Counties for Servicing of Recycling Bins.

ACTION: Approved

7.c. Building Department: Agreement to Limit Use of Agricultural Structure for AG245108 - Wenke

ACTION: Approved-Resolution No. 24-089

7.d. Surveying Department - request to adopt the resolution approving a one-year extension for completing the process of recording deeds in relation to approved Boundary Line Adjustment 2022-001 for John R. Lewis and Jeanette L. Lewis, Trustees of the Lewis Family Revocable Trust dated September 9, 2002, 2021-0010811 property owners of Assessor Parcel Number 030-140-053, and Jeff Miller and Mary J. Moran 2004-001207 property owners of Assessor Parcel Number 030-140-052. The properties are along Spurlock Lane in Pine Grove.

ACTION: Approved-Resolution No. 24-090

7.e. General Services Administration: RFQ 24-08 Architectural Design Services and Cost Analysis for Pickleball/Tennis/Basketball Courts and Ball Field Lighting.

ACTION: This item was pulled for regular discussion and approved as item 5.a1.

7.f. Behavioral Health Department reclassification requests. These requests were included and approved in the 24/25 budget request.

ACTION: Approved

7.g. Pitto Consulting Second Amendment to Contract for SB1383/Solid Waste Consulting Services.

ACTION: Approved

7.h. General Services Administration: Resolution Declaring Personal Property as Surplus.

ACTION: Approved-Resolution No. 24-091

7.i. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

ACTION: Approved-Resolution No. 24-092

7.j. Jail Expansion Project Budget Increase and Transfer Request.

ACTION: Approved

7.k. Public Health - Approval of Annual Agreement with Mountain Valley Emergency Medical Services Agency for FY 24/25.

ACTION: Approved

7.l. General Services Administration request to reclassify vacant position from Administrative Assistant II to Administrative Technician.

ACTION: Approved

7.m. 23-25 ITB Sutter Creek Road PM 8.1 and Pioneer Volcano Road PM 1.44 Slope Protection Resolution of Acceptance Final Agreement and Release of Claims JPB Designs, Inc.

ACTION: Approved-Resolution No. 24-093

DRAFT

**Amador County Board of Supervisors
ACTION MINUTES**

SPECIAL MEETING

DATE: Tuesday, July 16, 2024
TIME: 1:00 p.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:

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

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

Absent: None

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

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

ACTION: Direction given pursuant to the following motion.

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

CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Gov't Code section 54957(b)(1))

Suggested Action: Discussion and possible action.

Title: Veterans Services Officer

ACTION: Update given.

ADJOURNMENT: Until Tuesday, July 23, 2024 at 8:30 a.m.

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

HEATHER PEEK,
Deputy Clerk of the Board of Supervisors

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: July 30, 2024

SUBJECT

Consideration of the Planning Commission's recommendation to approve a proposed Zoning Ordinance Amendment (ZOA-24;6-1) which would add "farm breweries" as an allowed use in the A-G/Exclusive Agriculture (Williamson Act) zoning district, establish minimum planting densities for brewery-related crops, and establish regulations for farm brewery ancillary uses that are consistent with the ancillary uses allowed for wineries.

Recommendation:

Following the public hearing, the Board may approve, deny, or modify the proposed amendment. If the Board moves to approve the amendment, the findings in the staff report are recommended for inclusion with motion to approve.

4/5 vote required:

No

Distribution Instructions:

Planning

ATTACHMENTS

- [Staff Report - farm breweries.BOS.docx](#)
- [Proposed Farm Brewery Ordinance.07-23-24 BOS.docx](#)
- [PC Item packet - Farm Breweries.07-09-24 PC.pdf](#)

STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: JULY 23, 2024

Public Hearing - Consideration of the Planning Commission's recommendation to approve a proposed Zoning Ordinance Amendment (ZOA-24;6-1) which would add "farm breweries" as an allowed use in the A-G/Exclusive Agriculture (Williamson Act) zoning district, establish minimum planting densities for brewery-related crops, and establish regulations for farm brewery ancillary uses that are consistent with the ancillary uses allowed for wineries.

Applicant: County of Amador

Supervisorial Districts: All

Location: The amendments would apply to existing and future enrollments in the AG/Exclusive Agricultural (Williamson Act) zoning district.

Background: Currently, breweries are considered an agricultural use per the language in County Code §19.24.036(G)15, which includes "processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use." However, wineries are exclusively allowed tasting rooms and other ancillary uses by-right uses that would require a use permit for breweries.

The proposed amendment would create a definition for "farm breweries," allow them as a permitted use in the A-G/Exclusive Agriculture (Williamson Act) zoning district, limit beer production to 5,000 barrels annually, establish a minimum planting density of 3 acres of hops or other agricultural products required for beverage production, and establish tasting room and event regulations for farm breweries that are the same as the ancillary uses allowed for wineries. A copy of the draft ordinance is attached.

Prior Committee Action: The Agricultural Advisory Committee, during their regular meeting of December 18, 2019, recommended that the Board of Supervisors consider amending the AG/Exclusive Agriculture (Williamson Act) zoning district to accommodate additional activities related to breweries. The Land Use Committee reviewed the Ag Committee's suggestions on January 17, 2020, and recommended that the Board of Supervisors adopt a Resolution of Intention to amend the County Code relative to these issues, and the Resolution was adopted by the Board on May 26, 2020. Additional consideration and review of the proposal was conducted by the Land Use Committee between March and June, 2024, with a specific draft ordinance amendment recommended to the Planning Commission on June 20, 2024.

Planning Commission Action: The Planning Commission, following a public hearing on July 9, 2024, recommended that the Board of Supervisors approve the ordinance amendment, adopt a Notice of Exemption as the appropriate environmental document, and adopt the recommended findings included in the staff report. The Planning Commission recommended approval of the proposed zoning ordinance amendment because it is consistent with and supports the following 14 programs, goals, and policies of the General Plan:

Program P-2: Identify and recommend to the Board of Supervisors changes or deletion of codes, rules, and/or regulations which are restrictive to economic development.

Program P-11: It is the County's objective to maintain key farmlands for agricultural and agritourism uses, and reduce impacts related to conversion of Farmland.

Program O-2: Agricultural Viability, promote the benefits of Williamson Act contracts.

Policy LU-1.3: Encourage development patterns which support water quality objectives; protect agricultural land and natural resources; promote community identities.

Policy LU-1.5: Encourage the continued viability of agricultural production in the County's agricultural areas.

Policy LU-1.6: Balance the community's interests in protecting agriculture, historic, cultural, and natural resources, and species with the property rights of individual landowners.

Goal E-6: Retain existing and attract new businesses expand our economic base.

Policy E-7.3: Encourage agri-tourism which provides an additional source of income to farmers and ranchers.

Policy E-8.2: On lands under Williamson Act contracts, provide for and support value-added agricultural activities designed to provide an additional source of farming income while maintaining the land for viable agricultural production, in accordance with state law.

Policy E-8.3: Provide for and support value-added agricultural activities designed to provide an additional source of farming income while maintaining the land for viable agricultural production.

Policy E-8.4: Promote development of support businesses associated with agri-tourism.

Goal E-9: Maintain important farmlands for agricultural uses and agri-tourism.

Policy E-9.1: Maintain the right of individuals in Amador County to farm, including enforcement of the County's "Right to Farm" ordinance.

Policy E-9.2: Encourage use of Williamson Act contracts to maintain farm and ranch lands in agricultural use.

Suggested Board Action: Following the public hearing, the Board may approve, deny, or modify the proposed amendment. If the Board moves to approve the amendment, the findings below are recommended for inclusion with motion to approve.

Recommended Findings:

1. A review of the proposal was conducted by staff who, through their own research, found that the Ordinance amendment will not have a significant effect on the environment and is categorically exempt from CEQA per Sections 15183(a), 15307 and 15308 of the CEQA Guidelines:

Section 15183(a) mandates that projects which are consistent with the development density established by general plan policies for which an EIR was certified shall not require additional

environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

Section 15307 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment;

Section 15308 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

2. The proposal is consistent with the General Plan. The proposed Zoning Ordinance Amendment is consistent with the goals, objectives, and policies of the General Plan and the Agricultural-General land use designation.

3. Based on the record as a whole, the action of the Board of Supervisors represents the Board's own independent judgement and analysis.

ORDINANCE AMENDING CHAPTER 19.24.036, AG DISTRICT - USE REGULATIONS, TO ESTABLISH REGULATIONS FOR FARM BREWERIES, TASTING ROOMS, AND EVENT LOCATIONS IN THE AG/EXCLUSIVE AGRICULTURAL (WILLIAMSON ACT) ZONING DISTRICT.

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

SECTION I. Recitals of facts:

WHEREAS, the Amador County Board of Supervisors desires to provide opportunities for farm breweries, beer tasting rooms, and ancillary events in the Exclusive Agricultural areas of Amador County while promoting and protecting the rural, agricultural character of the County; and

WHEREAS, the Board of Supervisors determined that the existing regulations regarding tasting rooms and ancillary events associated with alcohol-related agricultural production warrants amending to more adequately meet the needs and desires of the County; and

WHEREAS, the Board of Supervisors adopts this ordinance to amend Title 19 (Zoning) of the Amador County Code with findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare support such an amendment.

SECTION II. County Code Chapter 19.08, is hereby amended by adding as follows:

19.08.245 Farm brewery. "Farm brewery" means a facility for the manufacturing and packaging of beer that produces less than 5,000 barrels of product per year and grows on site a minimum of three acres of hops or other agricultural products necessary for beverage production. Planting densities should be consistent with what is found in the Sierra Nevada foothills and shall be properly maintained as a requirement of the facility's continued operation. A farm brewery is bonded by the Alcohol and Tobacco Tax and Trade Bureau and has a current California Alcohol Beverage Control Type 23-Small Beer Manufacturer master license.

SECTION III. County Code Chapter 19.24.036(G)(32), is hereby amended by adding as follows:

32A. On parcels enrolled in a California Land Conservation Act contract prior to July 9, 2024, wineries as defined in Section 19.08.687 farm breweries as defined in Section 19.08.245, and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries and farm breweries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine and beer tasting,
- b. Winery and farm brewery tours,

- c. Wholesale and retail sales of beer, wine and grape products,
 - d. Events:
 - 1. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
 - 2. Compensated or non-compensated events for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
 - e. Picnic area(s) for winery- and brewery-related activities,
 - f. Art galleries with sales and framing,
 - g. A food preparation facility for catering on-premises indoor or outdoor functions,
 - h. Agricultural-related museums,
 - i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery- and brewery-related promotional items, gift items, and/or prepackaged foods,
 - j. Outdoor amplified sound until ten p.m.
- B. Incidental uses for wineries and farm breweries on parcels enrolled in a California Land Conservation Act contract after July 09, 2024: Wineries as defined in Section 19.08.687, and farm breweries as defined in Section 19.08.245, and the following incidental uses when located within an A-T or A-G General Plan designation, subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments. Additionally, wineries and farm breweries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following incidental uses:

(1) Allowed incidental uses:

- i. Winery and farm brewery tours
- ii. Wholesale and retail sales of beer, wine, and grape products
- iii. Picnic areas for winery- and brewery-related activities
- iv. Art galleries with sales and framing
- v. A food preparation facility for catering on-premises indoor or outdoor functions
- vi. Agricultural-related museums
- vii. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery- and brewery-related promotional items, gift items, and/or pre-packaged foods
- viii. Outdoor amplified sound until 10:00 p.m.
- ix. Tasting rooms and event gatherings subject to the setback and preferred road location limitations provided in Section 19.24.036(32)(B)(2)

(2) Additional incidental use limitations based on setbacks and preferred road locations:

The following setback and preferred road location requirements apply to tasting rooms and other event structures. The setbacks also apply to events taking place on the property, whether in a structure or not. Event gatherings comprise “Wine or Beer Club Events,” “Social Events,” and “Special Events” (as defined in subsection (C) below) as well as any

similar group events that are a nuisance pursuant to Section 9.44 of the Amador County Code. Events do not include winery or farm brewery tours that do not have the attributes of a Wine or Beer Club, Social Event, or Special Event. Production facilities and other structures that will not be used for wine or beer tasting or events are not subject to these additional setback and preferred road location regulations.

i. For the purposes of this section, the terms below are defined as follows:

“Wine and Beer Club Events” are gatherings, special tastings, and dinners used to market a winery’s or farm brewery’s products.

“Social Events” are compensated or non-compensated catered social gatherings, dinners, and small weddings under one hundred twenty-five (125) attendees.

“Special Events” are compensated or non-compensated events held on-site that are not considered to be tasting or marketing activities allowed under subsections (b) and (c) above, such as charitable, promotional, facility rental events, weddings, concerts, parties, or other social gatherings with more than one hundred twenty-five (125) attendees.

“Setback” means the horizontal distance between an event use area and the nearest property boundary which separates the event use area from property not owned or controlled by the winery or farm brewery owner or operator.

“Preferred Roads” are State Routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road.

ii. Wineries and farm breweries with a minimum setback of less than two hundred (200) feet for all indoor and outdoor event use areas, or not accessed from a preferred road, are allowed the following base uses:

1. Operating a tasting room seven (7) days/week between the hours of 10am to 6pm
2. Participation in Amador Vintners Association (or successor) events
3. Wine and Beer Club Events: Twelve (12) per year with up to two hundred (200) attendees per day
4. Social Events: Six (6) per year with up to sixty (60) attendees per day

iii. Wineries and farm breweries that meet a minimum setback of two hundred (200) feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in Section B(2)(ii)1 through 4 above, and following additional uses:

- a. Social Events: Twelve (12) per year with up to two hundred (200) attendees per day

iv. Wineries and farm breweries that meet a minimum setback of four hundred (400) feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in Section B(2)(ii)1 through 4 above, and the following additional uses:

- a. Social Events: Total twelve 12 per year with up to two hundred fifty (250) attendees per day

- b. Special Events: Total twelve 12 per year with up to three hundred (300) people per day

C. Additional restrictions applicable to all Wineries and Farm Breweries:

- (1.) The fire code official may require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
- (2.) Event capacities shall be limited further by the parking accommodations on the property. All parking shall be on-site. Parking shall not encroach on roadways and shall not impede access, including emergency vehicle access.
- (3.) Parking areas shall be setback a minimum of fifty (50) feet from any existing residence not on property owned by the winery or farm brewery operator. Idling vehicles shall maintain a one hundred (100-) foot clearance from any existing residence not on property owned by the winery or farm brewery operator.
- (4.) Wineries and farm breweries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road or shall obtain a use permit pursuant to County Code Section 19.56 before commencing any of the permitted incidental uses.
- (5.) All permitted uses specified in this subsection shall be subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments.

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

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23rd day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

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

ITEM 2 - Discussion and possible recommendation to the Board of Supervisors regarding a proposed Zoning Ordinance Amendment (ZOA-24;6-1) which would add “farm breweries” as an allowed use in the A-G/Exclusive Agriculture (Williamson Act) zoning district, establish minimum planting densities for brewery-related crops, and establish regulations for farm brewery ancillary uses that are consistent with the ancillary uses allowed for wineries.

Applicant: County of Amador

Supervisorial Districts: All

Location: The amendments would apply to existing and future enrollments in the AG/Exclusive Agricultural (Williamson Act) zoning district.

Background: Currently, breweries are considered an agricultural use per the language in County Code §19.24.036(G)15, which includes “processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use.” However, wineries are exclusively allowed tasting rooms and other ancillary uses by-right uses that would require a use permit for breweries.

The proposed amendment would create a definition for “farm breweries,” allow them as a permitted use in the A-G/Exclusive Agriculture (Williamson Act) zoning district, establish minimum planting densities for brewery-related crops, and establish regulations for farm brewery ancillary uses that are consistent with the ancillary uses allowed for wineries. A copy of the draft ordinance is attached.

Prior Committee Action: The Agricultural Advisory Committee, during their regular meeting of December 18, 2019, recommended that the Board of Supervisors consider amending the AG/Exclusive Agriculture (Williamson Act) zoning district to accommodate additional activities related to breweries. The Land Use Committee reviewed the Ag Committee’s suggestions on January 17, 2020, and recommended that the Board of Supervisors adopt a Resolution of Intention to amend the County Code relative to these issues, and the Resolution was adopted by the Board on May 26, 2020. Additional consideration and review of the proposal was conducted by the Land Use Committee between March and June, 2024, with a specific draft ordinance amendment recommended to the Planning Commission on June 20, 2024.

Planning Commission Action: Following the public hearing, the first action of the Planning Commission should be a recommendation to the Board of Supervisors on the adequacy of the environmental document, proposed to be a Notice of Exemption per Sections 15307 and 15308 of the CEQA Guidelines as outlined in the proposed findings, below. The subsequent action should be a recommendation to the Board to approve or deny the proposed amendment. Per Government Code 65855, the Planning Commission’s decision shall be in the form of a written recommendation to the Board, and include the reasons for the recommendation and the relationship of the proposed ordinance to the General Plan. If the Planning Commission recommends approval of the Zoning Ordinance Amendment, the following statement is recommended for the record:

“The Planning Commission recommends approval of the proposed zoning ordinance amendment because it is consistent with the County’s General Plan and supports the following 14 programs, goals, and policies of the General Plan:

Program P-2: Identify and recommend to the Board of Supervisors changes or deletion of codes, rules, and/or regulations which are restrictive to economic development.

Program P-11: It is the County's objective to maintain key farmlands for agricultural and agritourism uses, and reduce impacts related to conversion of Farmland.

Program O-2: Agricultural Viability, promote the benefits of Williamson Act contracts.

Policy LU-1.3: Encourage development patterns which support water quality objectives; protect agricultural land and natural resources; promote community identities.

Policy LU-1.5: Encourage the continued viability of agricultural production in the County's agricultural areas.

Policy LU-1.6: Balance the community's interests in protecting agriculture, historic, cultural, and natural resources, and species with the property rights of individual landowners.

Goal E-6: Retain existing and attract new businesses expand our economic base.

Policy E-7.3: Encourage agri-tourism which provides an additional source of income to farmers and ranchers.

Policy E-8.2: On lands under Williamson Act contracts, provide for and support value-added agricultural activities designed to provide an additional source of farming income while maintaining the land for viable agricultural production, in accordance with state law.

Policy E-8.3: Provide for and support value-added agricultural activities designed to provide an additional source of farming income while maintaining the land for viable agricultural production.

Policy E-8.4: Promote development of support businesses associated with agri-tourism.

Goal E-9: Maintain important farmlands for agricultural uses and agri-tourism.

Policy E-9.1: Maintain the right of individuals in Amador County to farm, including enforcement of the County's "Right to Farm" ordinance.

Policy E-9.2: Encourage use of Williamson Act contracts to maintain farm and ranch lands in agricultural use."

Recommended Findings:

1. A review of the proposal was conducted by staff who, through their own research, found that the zone changes will not have a significant effect on the environment and is categorically exempt from CEQA per Sections 15183(a), 15307 and 15308 of the CEQA Guidelines:

Section 15183(a) mandates that projects which are consistent with the development density established by general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

Section 15307 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment;

Section 15308 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

2. The proposal is consistent with the General Plan. The proposed Zoning Ordinance Amendment is consistent with the goals, objectives, and policies of the General Plan and the Agricultural-General land use designation.

3. Based on the record as a whole, the recommendation to the Board of Supervisors represents the Planning Commissions' own independent judgement and analysis.

23 - Small Beer Manufacturer

Authorizes the production and sale of beer by breweries which produce fewer than 60,000 barrels per year. The privileges and limitations for this type of license are the same as for other beer manufacturers. The only difference is the license fees (see also Type 01 – Beer Manufacturer). This license formerly related only to Steam beer. “Steam” beer is made by fermentation at cellar temperature rather than near freezing as is the case with other beers. It is made using only one type of malt—malted barley. It contains no corn, rice or other cereal grains as regular beers normally do. The method of carbonation is entirely natural and involves a process known as Krausening. This process requires taking beer which has been completely fermented and adding to it beer which is still fermenting. This causes a second fermentation to occur. The Krausening process in beer corresponds closely to the “bulk process” in making some types of sparkling wines. The most common users of this license are operators of micro-breweries and brewpubs. These designations are not to be construed as legal definitions. Their use below is only for descriptive purposes.

“Micro-brewery”: A small-scale brewery operation that generally produces approximately 15,000 barrels a year. Its beer products are primarily intended for local and/or regional consumption. Typically, these operations are solely dedicated to the production of specialty beers, although some do have a restaurant or pub on their manufacturing plant.

“Brewpub”: Typically, a very small brewery with a restaurant where the beer it produces is sold in draft form exclusively at its own premises. This operation often sells other supplier’s bottled beer, including other hand-crafted or micro-brewed beers as well as wine to patrons for consumption on its premises. See “Special Note” below.

Special Note: A brewpub-restaurant (Type 75) license, authorized under [BPC § 23396.3](#), has a limited brewing privilege and may sometimes be referred to as “brewpub.” However, the Type 75 is an on-sale retail license with significant differences/limitations in license privileges from those of a true “beer manufacturer” (either Type 01 or Type 23).

This license type is subject to Responsible Beverage Service (RBS) requirements and requires alcohol servers and managers of alcohol servers to be RBS certified.

**ACTION MINUTES
LAND USE & COMMUNITY DEVELOPMENT COMMITTEE**

June 6, 2024

MEMBERS PRESENT: Richard Forster, Supervisor District 2
Frank Axe, Supervisor District 4

ABSENT: None.

STAFF PRESENT: Glenn Spitzer, Deputy County Counsel
Chuck Beatty, Planning Director
Mary Ann Manges, Recording Secretary

CALL TO ORDER: Supervisor Axe called the meeting to order at 2:00 p.m.

AGENDA: Approved by consensus.

PUBLIC MATTERS NOT ON THE AGENDA: None.

APPROVAL OF MINUTES: March 28, 2024 and May 23, 2024 approved.

CORRESPONDENCE: Letter from Foothill Conservancy

ITEM 1: Discussion and possible recommendation to the Board of Supervisors concerning the County's zoning ordinances related to events that can be conducted by breweries and distilleries in the AG/Exclusive Agriculture (Williamson Act) district.

Supervisor Axe introduced the item.

Mr. Beatty shared that staff was previously asked to look at other counties to see if breweries were treated differently than wineries in agricultural zones. He explained that El Dorado, Napa, Santa Cruz, and Solano counties have specific distinctions between wineries and breweries and regulate them differently. Many rural counties don't make any distinctions between wineries, distilleries, and breweries and consider them all to be by-right agricultural uses when combined with on-site ag production. Some have some specific ordinance for wineries and vineyards. Several counties require use permits for events over 125 attendees regardless of the facility type. He added that the Committee also asked staff to research the amount of water used to manufacture beer, and noted that the answer depends on the agenda of who is publishing the information. Some reports note that as little as 3 gallons of water are used per gallon of beer production, whereas others suggest up to 300 gallons of water per gallon of beer if crop irrigation is included. By and large, the microbrew industry reports a ratio of 3 to 6 gallons of water per gallon of beer.

Supervisor Axe responded that he believes that it is at least 3 or 4 to 1. He suggested that there be a limitation if using groundwater based on how much beer is going to be made.

Supervisor Forster suggested that an ordinance require the ag-related breweries to be a microbrewery and limit how big they can be. He asked if it is possible to put a cap on the total number allowed, and if it is not problematic in 5 years, possibly be amended.

Deputy County Counsel Spitzer responded yes.

Supervisor Axe asked if we know of any examples of where brewery impacted the water table.

Mr. Beatty responded not in Amador County and that a lot of the other counties have urban areas and with public utilities.

Supervisor Axe said that he believes that Amador Brewery partly put their brewery where it is in Plymouth so they can get piped water.

Supervisor Forster suggested putting limitations on case or flat production to limit ground water use.

Steven White, one of the owners of the 16 Quartz Hop Farm, said he does not have any objection to what the Committee members are saying about consumption of water and added that he is not looking to build a Sierra Nevada sized brewery. He shared that they are interested in 7- or 10-barrel system per that would produce 3 batches a week. Most breweries do 1 or 2 batches each week all year long.

Supervisor Forster asked if a cap of 5000 barrels would be reasonable.

Supervisor Axe asked if they are brewing right now. Mr. White responded no, that they cannot do it yet. Supervisor asked if can do with a use permit. Mr. White replied that it is not profitable and that breweries and hops farming are on a decline right now and unless they can pour across the counter or have events as the wineries do, it isn't profitable enough to open the doors.

Supervisor Forster asked if they needed to be more like Amador Brewing or Break Even with doors open Thursday through Sunday.

Mr. White said the attraction is to get families onto the farm and demonstrate how the brewery is ag related.

Supervisor Axe said Amador Brewing does not have events, just food trucks and things like that, and opened up the Hoist House as a second outlet in Pine Grove.

Supervisor Forster said their beer is all over Amador County in the stores, restaurants,

and other places also.

Discussion ensued about ag production variables and potential barrel production for a cap. Mr. White said he is trying to wrap his head around the concern of water consumption because the hops will take more irrigation water than the beer production will. He explained the hops are on irrigation just like grapes and in the future he wants to grow barley which is a dry crop and probably use a local malter.

Supervisor Axe said he did not think we grew much barley in California. Mr. White said we grow a lot of barley in California and he can get numbers of barrels from breweries they sell hops to. He said they are not going to be open every day, and are right off the highway.

Supervisor Axe said the concern is whether the amount of water used will impact neighboring properties' water table and asked Mr. Beatty if has any information about how much a winery might use for water.

Mr. White says washing cleaning and sterilization and is not consistent because happens during certain periods of the year and that landscaping at a winery might consume more water than the crop does.

Supervisor Forster said that Napa requires breweries to have a use permit and asked how they are making it.

Mr. White replied that he has friends that have tried but does not know of any breweries in Napa.

Supervisor Axe said that the County can provide a use permit that allows him what to do what he is requesting, or possibly develop a pilot program with a limited number.

Supervisor Forster said that he would prefer to set some limits now, and down the line if there are no problems, they can increase those limits and that he does not believe we will be getting many requests - just like the micro-kitchens. Supervisor Axe said probably not, but you never know for sure.

Deputy County Counsel said that one option is to put a cap on the number of breweries allowed.

Supervisor Forster said maybe a pilot program could be put together like the micro-kitchens and this would be more about where they are operating, especially if they have events that are causing noise and traffic and everything else.

Mr. White said there was a comment at the last meeting where it was said planting 3 hops means you have a farm. He said that he believes that are some wineries in our area that have no grapes and that he thinks they should be producing and selling that product to be considered a farm.

Supervisor Axe said the Williamson Act properties have to produce a certain amount of agricultural product and monetary value.

Supervisor Forster said people stopped growing hops in these areas because of the weather.

Mr. White said the Sacramento Valley used to be covered with hops but it was a lot more lucrative to build houses on the land.

Supervisor Axe said that it is a good experience for people coming out to see the hops and that he would like to find a way to help Mr. White achieve his goals but not impact things.

Discussion ensued regarding the possibility of using tertiary and reclaimed water as well as number of barrels produced. Supervisor Forster said that he likes that idea of requiring a certain amount of hops to be grown on site, and said he wants to reach out to Will Pritchard at Amador Brewing to see how many barrels a week he produces. Supervisor Axe said that the Committee would like to work with Mr. White to put something together and make sure we aren't creating a bad situation.

Supervisor Axe asked Mr. White if he intends to bottle or can and sell.

Mr. White said that they do not want to do distribution, just sell over the counter or canned beer to go.

Supervisor asked Mr. White what kind of beers he is going to make and what type of hops he grows.

Mr. White responded all varieties of beer and that they grow 16 varieties of hops. He added that they are also part of an experimental program with the USDA and are the California grower for this national hop grower group. Once open, the brewery will consume most of their own hops whereas they sell the hops to other brewers now.

Gordon Vicini said has owned the property for quite a while and put the hops in about 4 years ago and would like to have the events that wineries have in order to be profitable. We are going use the hops that like growing at the site. Would like to have the same conditions as the wineries because we are growing on site and would like to get something going sooner than later so they can plan for the future. The money is with events.

Discussion continued about how many barrels others make per week. Supervisor Axe said that he wants to ease into this and not create a negative impact. Mr. Vicini said they have sufficient water for their crops and that a vineyard nearby on Greilich Rd. uses recycled water. Ag production is something he has always been in and wants to keep it going for the family. He added that people want to come to Amador County as a

destination spot.

Supervisor Axe asked if they are going to expand their hops. Mr. White said that they currently have 3 ½ acres of hops and want to expand to 5 acres. He gets 800 to 1200 pounds of hops per acre if it is perfect. Currently, he sells wet and dry hops to other brewers.

Craig Barraco, Foothill Conservancy, said they had submitted a letter with their concerns and want to add that their needs to be a requirement that a substantial agricultural operation needs to be a part of this and that a brewery or a distillery operation and their events, retail operation, and visitors support of the original ag use. He said that he believes that this farm is a substantial operation.

Discussion ensued about the possibility of a pilot program and the use of a use permit. Supervisor Axe suggested that we need to include the part that quantifies what is an agriculture use and address the concern of groundwater use. Supervisor Forster said that he likes a 3-acre minimum for hops. Mr. White said that 3 ½ acres is plenty for his needs and that barley requires many acres to make money. Barley is dry crop and he can grow barley, cut the tops, and then cut the hay which is double use and showcases more on site uses. He would like to mirror Sierra Nevada brewery who grow their own hops and barley with a restaurant with vegetables and such grown on site on a small scale. Supervisor Axe said they potentially have an ag operation as big as 10 to 20 acres. Mr. White said can possibly plant 60 acres in on that site.

Supervisor Forster referred back to the Agricultural Advisory Committee minutes from 2019 and 2020. They noted that a brewery is not a winery and cannot have the same by right uses as a winery, and then recommended the Ag Exclusive zone to have the same by right uses. Mr. Beatty said that the Ag Committee agreed that breweries should have the same by right uses as wineries but were cautious about making that interpretation because it was not written into the code.

Supervisor Forster said they seemed okay if it was on ag exclusive and Mr. Beatty responded correct. Supervisor Axe asked what the appropriate land size for water use. Supervisor Forster said they were only in favor of Williamson Act properties which are usually 40 acres and larger. He added he likes having at least 3 acres of hops production and Williamson Act by right uses and entitling them to have the same rights as wineries.

Mr. Beatty said that is possible with a use permit, but there's no guarantee what level of uses they would end up with and suggested to add ag breweries into the new winery ordinance.

Deputy County Counsel Spitzer said right now the problem is if you make an amendment to address breweries, we will have to take it back to the Planning Commission. Mr. Beatty said that the Board can move forward with adopting the winery code changes, then them to accommodate the ag breweries.

Supervisor Forster said that it seems reasonable and added that he does not want to stop the process on the winery ordinance amendments. Mr. Beatty said he can look at the specifics of Placer and El Dorado counties' farm brewery codes.

Mr. Beatty said he can put together a rough draft for the next meeting because the event uses are already prepared.

Deputy County Counsel Spitzer said the amendment could address the two issues of water use and tying it to a substantial agricultural use. Supervisor Axe said he does not know how much of a problem, if any, the water use is. He asked if some of the mines use water.

Mr. Vicini said that they have 3 surface water ponds at Plymouth Sand & Gravel, and a couple reservoirs, and use about 450 acre feet a year for the mine. 250 acres of permanent pasture are watered from the sand pits and reservoirs. He asked for some direction so they know they can continue doing what they are trying to do. He said they are not asking for anything more than what is in the draft winery ordinance. He said he agrees that there should be a minimum ag production and they do not have water, they can't grow the hops.

Supervisor Forster said he will provide Amador Brewery's contact information so we can find out about anyone else that might want to be involved. Mr. White said he can provide the contact information for Fowler Farms in Placer County which has been there since the 1800's or 1920's. They are a farm and have a brewery and a tasting room and would be a good reference.

Supervisor Axe said we will have a draft ordinance or changes for discussion at the next meeting and will try to have Will Prichard from Amador Brewing and maybe Fowler Farms. Supervisor Forster said to look at the new winery ordinance along with the conditions discussed today.

The meeting was adjourned at 3:09 p.m. The next Land Use Committee meeting is scheduled for June 20, 2024 at 2:30 p.m.

**ACTION MINUTES
LAND USE & COMMUNITY DEVELOPMENT COMMITTEE**

June 20, 2024

MEMBERS PRESENT: Richard Forster, Supervisor District 2
Frank Axe, Supervisor District 4

ABSENT: None.

STAFF PRESENT: Chuck Beatty, Planning Director
Mary Ann Manges, Recording Secretary

CALL TO ORDER: Supervisor Axe called the meeting to order at 2:33 p.m.

AGENDA: Approved by consensus.

PUBLIC MATTERS NOT ON THE AGENDA: None.

APPROVAL OF MINUTES: June 6, 2024 approved with corrections.

CORRESPONDENCE: None.

ITEM 1: Continued discussion and possible recommendation to the Board of Supervisors concerning the County's zoning ordinances related to events that can be conducted by breweries and distilleries in the AG/Exclusive Agriculture (Williamson Act) district.

Supervisor Axe introduced the item. He commented that the draft ordinance dovetails with the winery ordinance and asked if it covers distilleries or if it is specific to farm breweries.

Mr. Beatty responded that it is specific to farm breweries because distilleries were minimally discussed.

Supervisor Axe confirmed that distilleries are left off for right now.

Supervisor Forster asked if the definition of farm brewery used in the draft is the way it is used in other counties.

Mr. Beatty responded that it is a combination of our existing winery definition and El Dorado and Placer counties' farm brewery definitions. He said that at the last meeting that the amount of 1,500 barrels was discussed. He shared that Mr. White said that he would like to use a 7-10 barrel system three times a week, but that it would need to be at least 1,600 barrels to accommodate 10 barrels a week.

Supervisor Axe said that the number one issue that previously came up was the use of water and why Will Pritchard has been asked to be present.

Supervisor Forster said that Mr. White mentioned in the minutes that the hops would consume more water than beer and asked Mr. White if this is correct.

Supervisor Axe added that does not mean someone else might want to come in and use a lot of water.

Steven White, owner of 16 Quartz Hop Farm, said that he spoke to Fowler Farms in Placer County who is on septic and whose production and tasting room is very similar to what he desires. He shared that Fowler Farms makes 9-10 barrels per week, uses about 3 gallons of water for each 1 gallon of beer, and that all the excess water they use to make beer is eventually spread back onto the farm.

Supervisor Axe asked Mr. Pritchard how much water he uses.

William Pritchard, owner and co-founder of Amador Brewing Company, said that after 9 years they have hit 1,700 barrels and that anything under 10,000 barrels per year is considered a pretty small brewery. He voiced, for comparison, that Sierra Nevada does about a million barrels a year. He shared that his water usage is 1,000 gallons a day for the tap room, bathrooms, irrigation, and production with half of that being for beer production. He said he is conscious of water usage and, for example, if one toilet is left running at $\frac{1}{2}$ a gallon a minute that uses over 600 gallons a day. He added that he has a small vineyard at his home and waters the grapes about once every 3 weeks which uses a couple thousand gallons each time. He stressed that water usage for a brewery is not that much. He added that his main comment reading the draft ordinance is that 1,500 gallons is a really small amount and asked how that number was chosen.

Supervisor Axe commented that he believes they were just choosing it as a ceiling.

Mr. Pritchard said if you are trying to create the winery equivalency that one can get 10 cases per barrel and that a 5-case winery is a small winery. He said the equipment and tanks for his brewery that they have now, they might be able to get up to 2,000 or 2,500 barrels as a maximum.

Supervisor Forster asked what is reasonable.

Supervisor Axe responded maybe 2,500.

Mr. Pritchard asked what the intent of the limit is for the farm brewery and reminded that this is just for the 2 ag zones.

Supervisor Axe said they should know how many gallons a winery produces on average.

Mr. Beatty responded that they are using juice to make the wine versus using ground water from wells to make the beer. He stated that water used to make the beer is a miniscule amount in comparison of what it takes to water the crop.

Supervisor Axe asked what an appropriate number of barrels is to put into the ordinance.

Mr. Pritchard said that 1,500 is a squeeze and recommended 5,000 barrels and added that most tasting rooms try to have a building less than 5,000 square feet in order to not have to have fire sprinklers.

Supervisor Forster said that he would like Mr. White to be able to have the room to grow and

that he does not want this to come back to the Land Use Committee in 3 years in order to increase the number of barrels.

Mr. White said they do not want to get too much larger, that they have a cap in mind, and that the knowledge that Mr. Pritchard has is more realistic. He said that with the farms he has seen that breweries are more of the focus and that their farms are less than an acre. He said if they finish out their 5 acres of hops that one person can make a living off of it. He stressed that they are trying to copy the wineries where you grow and sell a product and have entertainment.

Supervisor Axe and Supervisor Forster agreed on 5,000 barrels as a limit and that having to grow an agricultural product used in the beer will help prevent large companies from coming in just to make beer without a primary ag use.

Mr. White said there should be a strict line where breweries have to produce a crop to sell or consume beer. He shared that they have another 60 acres with the hop farm that would work as a dry crop.

Discussion ensued amongst the Committee, staff, Mr. White, and Mr. Pritchard. It was decided to model the draft ordinance after some of the Placer County ordinance where it says hops are to be grown on site and other agricultural products necessary for making the beverage. The Committee recommended to keep the minimum of 3 acres of on-site ag production. The Committee, desiring to consider water resources and to discourage large beer manufacturers, recommended a limit of 5,000 barrels per year.

Supervisor Forster commented that wineries are having a hard time and that he does not think it would be a bad thing if they were grow hops also and have a brewery. Supervisor Axe said it makes sense. Mr. Pritchard concurred. Mr. White added that it is not easy to grow hops and the hop market has tanked.

The Committee decided that the draft be forwarded to the Planning Commission for the July 9th meeting, and then to the Board of Supervisors July 23rd. Mr. Beatty confirmed that the Resolution of Intent for breweries was done a couple years ago. Mr. White was advised that, if approved, this would be in effect after the Board hearing.

The meeting was adjourned at 3:14 p.m. The next Land Use Committee meeting is tentatively scheduled for July 25, 2024 at 2:00 p.m.

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: July 30, 2024

SUBJECT

Sheriff's Office Motorola Solutions Agreement for Fiscal Year 2024/2025

Recommendation:

Approval of Sheriff's Office Motorola Solutions Agreement

4/5 vote required:

Yes

Distribution Instructions:

ACSO, File, Email; Auditor-Controller

ATTACHMENTS

- [Motorola Solutions Agreement.pdf](#)



MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: JARRET BENOVA, UNDERSHERIFF *JB*
SUBJECT: MOTOROLA SOLUTIONS AGREEMENT
DATE: 07/09/2024
CC: CHUCK ILEY, CAO

The purpose of this memorandum is to request that the Amador County Board of Supervisors approve a continued service agreement with Motorola Solutions. This agreement allows Motorola to service and maintain the radio system at the Sheriff's Office. The Motorola Solutions contract will begin on July 1, 2024 and conclude on June 30th, 2025. The total for the Motorola Solutions agreement through June 30th, 2025 is \$115,709.08. By signing the contract, it allows the Sheriff's Office to maintain critical infrastructure and avoid larger costs if there is an issue with our communication system. These monies are currently included in the Sheriff's Office budget and will not have an additional impact to the general fund.



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-2547983
 Contract Number: USC000867766
 Contract Modifier: R03-MAR-24 09:26:36

Date:03/03/2024

Company Name: AMADOR COUNTY SHERIFF
Attn:
Billing Address: 700 COURT ST
City, State, Zip: JACKSON , CA, 95642
Customer Contact: KYLE WILSON
Phone: 209-223-6785

Required P.O. :
 PO # :
 Customer # :1001006015
 Bill to Tag # :
 Contract Start Date :01-Jul-2024
 Contract End Date :30-Jun-2025
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0660A	SMARTNET/CONVENTIONAL ONSITE INFRA RESPONSE	\$67,449.60
	SVC02SVC0659A	SMARTNET/CONVENTIONAL DISPATCH	\$2,400.00
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$24,000.00
	LSV01S03150A	AVTEC SCOUTCARE HDW MAINT	\$4,565.00
	LSV01S02018A	AVTEC SCOUTCARE SFT MAINT	\$9,268.00
	LSV00Q00575A	LOCAL DEVICE REPAIR- CUSTOM SLA	\$8,026.48
		Subtotal - Recurring Services	\$12,552.82
		Subtotal - One-Time Event Services	\$0.00
		Total	\$115,709.08
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Dispatch Backbone & Subscribers 2024-25.

Due to the age of the equipment covered by the Maintenance and Support Agreement, parts are subject to availability and Motorola's commitment to continue to provide maintenance and support must be on a "commercially reasonable effort" basis.

Onsite response service hours are 24x7 on fixed equipment only.

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547983
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

LAURA O'Brien

224-775-8254

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : AMADOR COUNTY SHERIFF

Contract Number : USC000867766

Contract Modifier : R03-MAR-24 09:26:36

Contract Start Date : 01-Jul-2024

Contract End Date : 30-Jun-2025

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547983
Contract Number: USC000867766
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Quote Number : QUOTE-2547983
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

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Quote Number : QUOTE-2547983
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: July 30, 2024

SUBJECT

Public Health requests the approval of Amended Agreement for CA Public Health Workforce Career Ladder Education and Development Program.

Recommendation:

Public Health requests the approval of Amended Agreement for CA Public Health Workforce Career Ladder Education and Development Program. This Amendment changes the total grant amount from \$59,710.00 to \$80,720.00.

4/5 vote required:

No

Distribution Instructions:

Please return signed documents to Claudia Peebles at Public Health

ATTACHMENTS

- [2024.07.23 Career Ladder Amended Agreement MEMO SIGNED.pdf](#)
- [2024.07.23 Career Ladder Amended Agreement 22-11295A1.pdf](#)



Amador County Public Health

10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685
Phone (209) 223-6407, Fax (209) 223-1562
publichealth@amadorgov.org



MEMORANDUM

Date: 7/23/2024

To: Amador County Board of Supervisors

From: Joanne Hasson, Public Health Director 

RE: Request approval of Amended Agreement for CA Public Health Workforce Career Ladder Education and Development Program – Grant 22-11295

Amador County Public Health is requesting the approval for Joanne Hasson, Public Health Director to sign the Amended Agreement 22-11295 between Amador County and the California Department of Public Health (CDPH) CA Public Health Workforce Career Ladder Education and Development Program. This amendment changes the total grant amount from \$59,710.00 to \$80,720.00.

The purpose of this amendment is to increase the funding to allow Amador County to continue performing more of the same services as identified in the original Agreement and to reimburse Amador County accordingly. Additionally, Exhibit A, Attachment 1 and Exhibit B are being replaced in its entirety.

Requested action: Approve amended agreement and authorize Public Health Director to sign amended agreement.

CALIFORNIA Director’s Office -- Operations PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Amador, hereinafter “Grantee”

**Implementing the project, “California Public Health Workforce Career Ladder
Education and Development Program,” hereinafter “Project”**

AMENDED GRANT AGREEMENT NUMBER 22-11295, A1

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under **2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) and Health and Safety Code 131085(b)(4).**

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to:

Increase the grant funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A Grantee’s Application and to reimburse the Grantee accordingly. Additionally, Exhibit A, Attachment 1 and Exhibit B are being replaced in its entirety.

AMENDED GRANT AMOUNT: This amendment changes the total grant amount **from \$59,710 to \$80,720 (Eighty Thousand Seven Hundred Twenty Dollars).**

AMENDED TERM OF GRANT: The term of this Grant shall be amended to read as beginning **July 1, 2022.**

REVISED Exhibit A, ATTACHMENT 1 – Is hereby attached and will be incorporated by reference.

REVISED Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS – **Is hereby attached and will be incorporated by reference.**

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Amador
Name: Kristen Guerrero	Name: Joanne Hasson
Address: 1615 Capitol Ave.	Address: 10877 Conductor Blvd., Suite 400
City, ZIP: Sacramento, CA	City, ZIP: Sutter Creek, CA 95685
Phone: 916-719-5784	Phone: 209-223-6677
Fax:	Fax:
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: jhasson@amadorgov.org

Direct all inquiries to:

California Department of Public Health, Director’s Office	Grantee: County of Amador
Attention: Kristen Guerrero	Attention: Joanne Hasson
Address: 1615 Capitol Ave.	Address: 10877 Conductor Blvd., Suite 400
City, Zip: Sacramento, CA	City, Zip: Sutter Creek, CA 95685
Phone: 916-719-5784	Phone: 209-223-6677
Fax:	Fax:
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: jhasson@amadorgov.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Amador
Attention “Cashier”:
Address: 10877 Conductor Blvd., Suite 400
City, Zip: Sutter Creek, CA 95685
Phone: 209-223-6696

Fax:
E-mail: lclark@amadorgov.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

Joanne Hasson, Public Health Director

10877 Conductor Blvd., Suite 400

Sutter Creek, CA 95685

Date:

Tim Bow, Procurement Officer

Contracts and Purchasing Services
Section

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS
1802

P.O. Box 997377

Sacramento, CA 95899-7377



California Department of Public Health **MEMORANDUM**

DATE: June 28, 2023

TO: Amador County Public Health

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program – Rounds 1 and 2

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

Originally, the Administration's January budget plan proposed a reduction to current year funding, and as noted in the April 21, 2023, Memorandum, CDPH was only able to allocate a portion of the original funds to projects, and in such cases, only for use during the first two (2) years of the the program (Round 1 Funding Memorandum). Per the June 20, 2023 Memorandum, as part of the May Revision and 2023 Budget Act, the Administration restored all original funding to the PH-Career Ladder allowing CDPH to allocate additional funding for the full four (4) year period of the program for all previously funded projects and to allow additional projects to be funded as well (Round 2 Funding Memorandum).

According to the Memorandum dated May 1, 2023 (the Round 1 Funding Notice of Award), Amador County Public Health was awarded funding for up to two years as requested for PH- Career Ladder Program Projects #1, #2 and #3. Round 2 funding provides these/these projects with funding for years 3 and/or 4 of the program for a total of \$79,835.

In addition, as part of Round 2, Amador County Public Health was awarded for up to four years of funding as requested for PH—Career Ladder Project #4 in the amount of \$885.

The total for all awarded projects over the 4-year period is \$80,720.

Round 1 and 2 Funding Summary of Awarded Project(s):

Project #1

LVN to RN, Priority #1.

Scope of Work:

An LVN is in the process of getting their RN.

Round 1 Awarded Funds:

FY 22/23: \$ 23,425

FY 23/24: \$0

Round 2 Awarded Funds:

FY 24/25: \$0

FY 25/26: \$0

Project #2

RN to BSN/PHN, Priority #2.

Scope of Work:

The LVN currently in the process of getting their RN, is planning on continuing her career path and getting her BSN/PHN.

Round 1 Awarded Funds:

FY 22/23: \$0

FY 23/24: \$8,850

Round 2 Awarded Funds:

FY 24/25: \$10,000

FY 25/26: \$0

Project #3

Completion of Bachelor Degree in Public Health, Priority #3.

Scope of Work:

Promotion of higher education in workforce. Completion of Bachelor Degree in Public Health .

Round 1 Awarded Funds:

FY 22/23: \$0

FY 23/24: \$27,435

Round 2 Awarded Funds:

FY 24/25: \$10,000

FY 25/26: \$0

Project #4

Lactation certification training, Priority #4.

Scope of Work:

1 Registered Nurse (RN) to obtain Home Visiting. RN to obtain Lactation Counselor Training Certification-

Round 2 Awarded Funds:

FY 22/23: \$0

FY 23/24: \$885

FY 24/25: \$0
FY 25/26: \$0

Round 1 and 2 Combined Funding Schedule:

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$23,425
FY 23/24	\$37,170
FY 24/25	\$20,125
FY 25/26	\$0
TOTAL	\$80,720

Funding Terms

The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Amador County Public Health
Name: Joanne Hasson
Address: 10877 Conductor Blvd., Suite 400
City, ZIP: Sutter Creek, CA 95685
Phone: 209-223-6677
E-mail: jhasson@amadorgov.org

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$0.00
2023/2024	\$60,595.00
2024/2025	\$20,125.00
2025/2026	\$0.00
Total	\$80,720.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

Exhibit B
Budget Detail and Payment Provisions

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: July 30, 2024

SUBJECT

Public Health requests Approval of MOU between Amador County Public Health and the California Department of Public Health (CDPH) for the California Pathways into Public Health Initiative (PATHWAYS) Fellows/ Interns.

Recommendation:

Public Health requests Approval of MOU between Amador County Public Health and the California Department of Public Health (CDPH) for the California Pathways into Public Health Initiative (PATHWAYS) Fellows/ Interns.

4/5 vote required:

No

Distribution Instructions:

Please return signed pages to Claudia Peebles at Public Health

ATTACHMENTS

- [2024.07.23 MOU PATHWAYS FELLOW - MEMO SIGNED.pdf](#)
- [2024.07.23 Pathways MOU.pdf](#)



Amador County Public Health

10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685
Phone (209) 223-6407, Fax (209) 223-1562
publichealth@amadorgov.org



MEMORANDUM

Date: 7/23/2024

To: Amador County Board of Supervisors

From: Joanne Hasson, Public Health Director

RE: Request for Approval of MOU between Amador County Public Health Department and the California Department of Public Health (CDPH) for The California Pathways into Public Health Initiative (PATHWAYS) Fellows/ Interns.

CDPH has an initiative developed in partnership with UCSF, and UCLA to build capacity to respond to public health emergencies, and has matched an early career public health professional with Amador County Public Health.

This allow fully-funded trainees to be assigned to Amador as employees of UCSF and/or UCLA to gain experience and build a network of mentors.

More information on the CA-PHC program may be found here:

<https://ph.ucla.edu/action-advocacy-training-programs/california-pathways-public-health-initiative-fellowship-program>

We request that you authorize Public Health Director, Joanne Hasson to sign the attached MOU between Amador County Public Health and California Department of Public Health for The California Pathways into Public Health Initiative (PATHWAYS) Fellows/ Interns.

Requested Action: Approve the Agreement as Presented.

California Pathways into Public Health (Pathways) Initiative

MOU

Local Health Jurisdiction Host Site:

Period of Assignment: February 1, 2023 – June 30, 2026

**MEMORANDUM OF UNDERSTANDING ABOUT THE CALIFORNIA PATHWAYS INTO
PUBLIC HEALTH INITIATIVE (PATHWAYS) FELLOWS/INTERNS**

The California Department of Public Health (hereinafter “CDPH”) hereby agrees to the request by (hereinafter “Host Agency”) for assignment of Pathways fellow personnel (hereinafter “Fellow”) or intern personnel (hereinafter “Intern”) to the Host Agency as specified below. The number of Fellows and/or Interns placed with a Host Agency will be based on availability and CDPH’s sole and exclusive discretion. This memorandum of understanding (hereinafter “MOU”) is for the Pathways program (hereinafter “Program”). CDPH and Host Agency are hereinafter jointly referred to as “Parties” and each individually as a “Party.”

I. OVERVIEW

Pathways Fellows or Interns will assist and provide support to their assigned Host Agency in carrying out public health activities.

II. OBJECTIVES FOR DETAIL ASSIGNMENT

- A. Provide opportunities to develop the skills and experience of Pathways Fellows and/or Interns.
- B. Provide a workforce pathway for individuals interested in a career in public health.
- C. Promote a well-trained public health workforce across California that can effectively and efficiently respond to ensure the health and safety of the population.
- D. Strengthen state and local public health capacity.

III. RESPONSIBILITIES AND SUPERVISION

CDPH is responsible for the administration of the program. CDPH will utilize contractors, including the University of California San Francisco (UCSF), for the selection and supervision of Fellows in accordance with UCSF regulations and requirements for recruitment and hiring, and University Enterprises, Inc. (UEI), for the selection and supervision of Interns.

CDPH will:

- A. Provide a Pathways Program Director who will oversee the Program, including the provision of broad guidance and technical consultation to Host Agency staff, UCSF Fellow Supervisor(s), Pathways Internship Coordinator, Fellows, and Interns.

California Pathways into Public Health (Pathways) Initiative

MOU

- B. Provide a Pathways Internship Program Coordinator who will provide broad guidance and technical consultation to Host Agency staff and Interns.
- C. Determine Host Agency placement for Fellows and Interns.
- D. Provide Fellows and Interns with all trainings required of CDPH contracted employees.
- E. Oversee the delivery of Program-required initial and ongoing training provided by Contractors.

For Fellows, UCSF will:

- A. Provide official supervision to Fellows via UCSF Fellow Supervisor(s) and ensure that the UCSF Fellow Supervisor(s) are available as the first point of contact for all personnel, compensation, and supervision issues.
- B. Administer payroll and benefits for Fellows.
- C. Provide Fellows with a cell phone.
- D. Reimburse Fellows for local mileage costs related to Program duties.
- E. Formally assess each Fellow's performance in accordance with established UCSF performance standards. In completing performance evaluations (minimum of one evaluation per year) UCSF will solicit input from CDPH Program staff and appropriate Host Agency staff regarding Fellows' performance.
- F. Be responsible for rendering any appropriate disciplinary action that Host Agency proposes against a Fellow.
- G. Provide Fellows with all trainings required of UCSF employees.
- H. Develop, implement, and evaluate initial and ongoing Pathways programmatic training for Fellows.

For Interns, UEI will:

- A. Administer payroll and benefits to Interns.
- B. Assure that all Interns are enrolled at least half-time at an accredited educational institution affiliated with UEI.
- C. Provide Interns with all trainings required of UEI employees.

Host Agency will:

- A. For both Fellows and/or Interns:
 - a. Provide a robust public health experience.
 - b. Provide a work environment free of conduct (verbal, written, or physical) that has the purpose or effect of unreasonably interfering with Fellows' and/or Interns' performance or creates an intimidating, hostile, or offensive environment. The Host

California Pathways into Public Health (Pathways) Initiative

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Agency shall abide by all state and federal laws and regulations applicable to workplace conduct.

- c. Immediately report any workplace incident involving Fellows to the UCSF Fellow Supervisor or any incident involving Interns to Pathways Internship Program Coordinator. This includes, but is not limited to, Fellows' and/or Interns' injury or disease exposure, breach of security policies by Fellows and/or Interns, or information technology security issue involving the Fellows and/or Interns.
- B. In addition, if Host Agency is assigned a Fellow, Host Agency will:
- a. Designate a Fellow Preceptor to provide guidance and mentorship. The Preceptor will work closely with Fellows to resolve routine questions or issues that arise regarding the assignment or Fellows' performance.
 - b. Provide Fellows with a computer, preferably a laptop with a camera.
 - c. Provide Fellows with workspace equipped with resources and materials that will provide the Fellows with access to their UCSF-issued email account for routine business purposes and to maintain regular contact with the UCSF Fellow Supervisor and CDPH Program staff. This includes ensuring that Fellows have access to UCSF secure network through the host site computer network/firewall.
 - d. Provide Fellows with training and support necessary to complete their work and understand local workflows. Take steps necessary to ensure that the Fellows' physical safety is prioritized at all times, particularly when the Fellows are engaging in field work. The Host Agency shall abide by all state and federal laws and regulations applicable to workplace health and safety. Host Agency will not impede Fellows' compliance with applicable UCSF health and safety policies.
 - e. Promptly advise the UCSF Fellow Supervisor of any performance or behavioral concerns about a Fellow. In these cases, Host Agency, UCSF Fellow Supervisor and UCSF human resources staff will work together to attempt to resolve such concerns with the Fellow, either informally or formally, depending upon the nature of the concern. Other CDPH or UCSF resources may be called upon by the immediate supervisor to help resolve the issues. If the issues cannot be resolved, Host Agency may request removal of the Fellow according to Section IV "Removals".
 - f. Complete all evaluations provided by CDPH regarding the Program overall and Fellows' abilities to meet stated goals, objectives, and milestones.
 - g. Regularly attend Pathways Fellow Preceptor and group events.
- C. In addition, if Host Agency is assigned an Intern, Host Agency will:
- a. Designate an Intern Preceptor to provide guidance and supervision, including timesheet approval. The preceptor will work closely with Interns to resolve routine

California Pathways into Public Health (Pathways) Initiative

MOU

questions or issues that arise regarding their assignment or the Interns' performance.

- b. Provide Interns with a suitable workspace for them to carry out their responsibilities.
- c. Provide Interns with training and support necessary to complete their work and understand local workflows. Take steps necessary to ensure that the Interns' physical safety is prioritized at all times, particularly when the Interns are engaging in field work. The Host Agency shall abide by all state and federal laws and regulations applicable to workplace health and safety. Host Agency will not impede Interns' compliance with applicable UEI health and safety policies.
- d. Promptly advise the Pathways Internship Program Coordinator of any performance or behavioral concerns about an Intern. In these cases, Host Agency, Pathways Internship Program Coordinator and UEI human resources staff will work together to attempt to resolve such concerns with the Intern, either informally or formally, depending upon the nature of the concern. Other CDPH or UEI resources may be called upon by the immediate supervisor to help resolve the issues. If the issues cannot be resolved, Host Agency may request removal of the Intern according to Section IV "Removals".
- e. Complete all evaluations provided by CDPH regarding the Program overall and Interns' abilities to meet stated goals, objectives, and milestones.
- f. Regularly attend Pathways Intern Preceptor and group events.

IV. REMOVAL

- A. Fellows: If informal and/or formal efforts fail to resolve a problem, the Host Agency may request the removal of a Fellow. Such request must be sent in writing from the Host Agency Health Officer or Director to the Pathways Program Director and must state the basis for the request and the proposed date for the removal, not less than thirty (30) days from the date of the request unless circumstances justify a more immediate removal date. Upon receipt of such a request, CDPH will notify UCSF to take appropriate action in consultation with the UCSF Fellow Supervisor and Host Agency to remove the Fellow.
- B. Interns: If informal and/or formal efforts fail to resolve a problem, the Host Agency may request the removal of an Intern. Such request must be sent in writing from Host Agency leadership to the Pathways Program Director and must state the basis for the request and the proposed date for the removal, not less than fifteen (15) days from the date of the request unless circumstances justify a more immediate removal date. Upon receipt of such

California Pathways into Public Health (Pathways) Initiative

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a request, CDPH will notify UEI to take appropriate action in consultation with the Pathways Internship Coordinator and Host Agency to remove the Intern.

V. ADDITIONAL TERMS

For both Fellows and Interns:

- A. Rules and policies of the Host Agency shall apply to Fellows and/or Interns except in cases where this MOU provides otherwise.
- B. This MOU shall not establish any joint-employer relationship between CDPH and the Host Agency nor any employment relationship between the Host Agency and the Fellow and/or Intern for any purposes, including, but not limited to, the application of the Fair Labor Standards Act, California Labor Code and Wage Orders; Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income; the Workers' Compensation Insurance Code; 401(k), pension, health, or other fringe or employee benefits; or third-party liability claims.
- C. Any Host Agency publication that includes the name of a Fellow and/or Intern must be submitted for and receive CDPH clearance prior to submission for publication. The publication should include the Fellow's or Intern's Pathways Program affiliation as well as local affiliation with their name. CDPH guidelines for authorship should be followed when determining whether a Fellow's and/or Intern's name should be included as an author on a publication.
- D. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU, except in cases where this MOU provides otherwise.
- E. Each party shall indemnify, defend, and hold harmless the other party and its officers, agents and employees from any claim, liability, loss, injury or damage, including but not limited to court costs and attorney fees, arising out of, or in connection with, performance of this agreement by the party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party. It is the intent of the parties to provide the broadest possible coverage for each party.
- F. CDPH, UCSF, and UEI are self-insured. CDPH, UCSF, and UEI assume workers' compensation liability for its respective employees via self-insurance in accordance with the provisions of the California Labor Code, Division 4 Part 1, Chapter 4.

California Pathways into Public Health (Pathways) Initiative

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For Fellows Only:

- A. If Host Agency rules or policies conflict with CDPH or UCSF policies, the preceptor will work with the UCSF Fellow Supervisor to promptly develop a plan of action that is agreeable to all Parties.
- B. Fellows are responsible for establishing an approved work schedule with the Host Agency. Planned and unplanned time off must be approved by both the Host Agency and the UCSF Fellow Supervisor.
- C. Any request by a Fellow for approval of work outside their current job description or assignment must be submitted in writing to the UCSF Fellow Supervisor. Work outside the job description shall not be performed until written approval has been granted by the UCSF Fellow Supervisor and UCSF human resources staff.
- D. Preceptors and Fellows must ensure that Fellows adhere to [UCSF PRIDE values](#) and that any work performed remotely and/or at any location besides the regular work location can be executed without adversely affecting normal work duties and/or adherence to UCSF PRIDE values.
- E. CDPH may mobilize a Fellow during an emergency response to act as a CDPH responder, either in the field or at a CDPH site, in its sole and absolute discretion. During an emergency response, CDPH will inform the Host Agency of the activation of the Fellow for the emergency response and the anticipated duration of the assignment of the Fellow to the emergency response efforts. CDPH will be responsible for all supervision, training, and travel costs related to CDPH emergency response mobilization.
 - i. This section does not apply to situations where a Fellow is assigned to the Host Agency in an emergency response situation.
 - ii. CDPH's need to mobilize a Fellow for an emergency response on behalf of CDPH may supersede a Host Agency's need to mobilize the Fellow for emergency response in the state or with a Host Agency.
- F. Fellow shall not drive a vehicle owned by Host Agency but may ride as a passenger in a Host Agency vehicle when driven by a Host Agency employee and necessary for work-related travel.

For Interns Only:

- A. If Host Agency rules or policies conflict with CDPH or UEI policies, the preceptor will work with the Pathways Internship Program Coordinator to promptly develop a plan of action that is agreeable to all Parties.

California Pathways into Public Health (Pathways) Initiative

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- B. Any request for an Intern to work outside their current job description or assignment must be submitted in writing to the Pathways Internship Program Coordinator. Work outside the job description shall not be performed until written approval has been granted by the Pathways Internship Program Coordinator and UEI Human Resources staff.
- C. Intern shall not drive a vehicle owned by Host Agency but may ride as a passenger in a Host Agency vehicle when driven by a Host Agency employee and necessary for work-related travel.

VI. LEAVE AND HOURS OF DUTY

For Fellows Only (to be administered by UCSF):

- A. Fellows are required to work an 80-hour pay period. Hours of duty will be determined by UCSF in consultation with the Host Agency and should reflect a standard work schedule as much as possible. Fellows will be compensated for holidays according to the UCSF schedule.
- B. For any UCSF holidays that are not holidays for the Host Agency, the Fellow will not work.
- C. For any local holiday that is not a UCSF holiday (as per the UCSF holiday schedule), Fellows are required to do one of the following:
 - i. Fellows may take leave, with proper approval, on the local holiday.
 - ii. Fellows may complete required tasks (e.g., online training, assist CDPH team with projects, other local agency work) on a telework basis while working on the local holiday. The Fellows' choices must be reviewed and approved in writing prior to the holiday by the UCSF Fellow Supervisor.
- D. Fellow will be entitled to use annual and sick leave in accordance with UCSF policy. Fellows may also earn or use overtime, in accordance with UCSF policy.
- E. Overtime worked by Fellows must be approved in advance by CDPH, to ensure funding is available, and by the Fellow Supervisor. Fellows must follow all UCSF overtime processes and requirements.
- F. Leave requests must be reviewed and approved by the UCSF Fellow Supervisor. Final written approval for leave is the responsibility of the UCSF Fellow Supervisor. Each Fellow's leave records will be maintained by the UCSF Fellow Supervisor.

For Interns Only (to be administered by UEI):

- A. Interns are allowed to work a maximum of 29 hours per week.
- B. Premium pay for overtime worked by Interns must be approved in advance by CDPH. Interns must complete and submit the necessary paperwork in advance of the overtime

California Pathways into Public Health (Pathways) Initiative

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before any payment will be authorized.

- C. Hours of duty will be determined by the Host Agency in consultation with Interns and should accommodate Interns' school schedules.

VII. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES GOVERNING EMPLOYMENT

- A. Rules and policies of the Host Agency shall apply to Fellows and/or Interns except in cases where this MOU provides otherwise.
- B. Where there is a conflict between the laws, regulations, and policies of Host Agency and the laws, regulations, and policies of UCSF, UEI, or the State government regarding the legal status or rights of Fellow and/or Intern, UCSF, UEI, or State standards will prevail.

VIII. TRAINING AND PROFESSIONAL DEVELOPMENT

- A. Required Program training and professional development activities: Host Agency will permit Fellows and/or Interns to attend required programmatic training and professional development offerings provided by UCSF (for Fellows), UEI (for Interns) and/or CDPH.
- B. Optional training and professional development activities: Cal-PPH Program does not provide funding for optional training and professional development activities. Fellows and/or Interns may be allowed to attend optional trainings, professional development activities and conferences if funding is secured by Host Agency and pre-approval (if required) is secured.
 - a. Fellows: if the optional activity will interfere with the Fellow's attendance at required Pathways Program training or if out-of-jurisdiction travel will occur, Host Agency must seek prior approval from Fellow Supervisor. If overtime will be accrued, prior approval must be provided by CDPH to ensure funding is available.
 - b. Interns: Host Agency must seek prior approval from the Pathways Internship Program Coordinator

IX. SEVERABILITY

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

X. PERIOD OF DETAIL

- A. This MOU shall be effective as of the date it is fully executed by both parties and shall be through June 30, 2026.
- B. For Fellows, the term of their assignment is thirteen (13) months from hire date.

California Pathways into Public Health (Pathways) Initiative

MOU

- C. For Interns, the term of their assignment is generally one semester. If Host Agency desires to have an Intern work for Host Agency beyond one semester, approval must be provided by CDPH with a maximum assignment of twelve (12) months, not to exceed 194 working days. While participating in the program, Interns must remain enrolled at least half-time at an accredited educational institution affiliated with UEI.
- D. This MOU may be modified or terminated upon thirty (30) days advance notice in writing by either party of its intent to modify or terminate the MOU. CDPH may terminate this MOU for cause, default, or negligence on the part of the Host Agency at any time without advance written notice. CDPH may, at its option, allow the Host Agency a reasonable time to cure the default before termination.
- E. Written notice about MOU modifications or termination shall be sent to: Jae Egan, Interim Pathways Program Director at jae.egan@cdph.ca.gov

IN WITNESS WHEREOF, each party has caused this MOU to be executed on its behalf by its respective duly authorized officers, on the day, month and year noted.

CDPH

Name:

Title:

Signature:

Date:

Host Agency

Name of Host Agency:

Host Agency Director or Designee Name:

Title:

Signature:

Date:

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: July 30, 2024

SUBJECT

Behavioral Health 2nd Amendment to Agreement with BHC Sierra Vista FY 24-25, 25-26, 26-27 to provide inpatient psychiatric placements

Recommendation:

Approve and sign 2nd Amendment to Agreement

4/5 vote required:

No

Distribution Instructions:

Please return signed copies to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo to BOS BHC Sierra Vista.pdf](#)
- [BHC Sierra Vista 2nd Amendment signed by Contractor.pdf](#)
- [BHC Sierra Vista signed agreement FY 18-21.pdf](#)
- [BHC Sierra Vista Executed 1st Amendment to agreement fy 21-24.pdf](#)
- [BHC Sierra Vista Executed Exemption 3.18.2024.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

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



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director *MC*

Date: July 10, 2024

RE: Second amendment to Agreement with BHC Sierra Vista
Hospital for Fiscal Years 24-25, 25-26, 26-27

Background:

The State of California has mandated that County Mental Health Departments provide inpatient psychiatric placement for clients deemed 5150 after a hospital emergency room crisis visit.

Key Issue:

There is limited availability of bed space for emergency client admissions. Multiple hospitals are required to contract with to guarantee bed space or clinical professional support for the County.

Staff analysis:

Amador County does not have an inpatient psychiatric facility. Contracting with multiple facilities is needed in order to find an open bed space for placement. County Behavioral Health professionals will determine the need for these services.

Recommendation/Request:

Approve the FY 24-27 Second amendment to Agreement with BHC Sierra Vista Hospital

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and BHC Sierra Vista Hospital, Inc. a Tennessee corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 9, 2020 whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of September 21, 2021.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2027.

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


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

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

COUNTY OF AMADOR

CONTRACTOR:
BHC Sierra Vista Hospital, Inc.

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY:  _____
Mike Zauner
Regional Vice President

Federal I.D. #: 621658512

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

ATTEST:
JENNIFER BURNS, CLERK OF THE BOARD
OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT B

The contract amount shall not exceed One Hundred Thousand dollars (\$100,000) for each fiscal year.

**MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES
REGIONAL AVERAGE NON-NEGOTIATED RATES¹
JULY 1, 2023**

REGION ²	ACCOMMODATION CODES				
	114	124	134	154	204
BAY AREA	\$ 735	\$ 1,564	\$ 911	\$ 523	\$ 1,831
LOS ANGELES	\$ 915	\$ 956	\$ 853	\$ 523	\$ 926
CENTRAL	\$ 979	\$ 1,324	\$ 911	\$ 523	\$ 1,023
SOUTHERN	\$ 1,137	\$ 1,120	\$ 1,064	\$ 523	\$ 1,016
SUPERIOR	\$ 926	\$ 1,000	\$ 911	\$ 523	\$ 1,023
STATEWIDE	\$ 926	\$ 1,147	\$ 911	\$ 523	\$ 1,023

- 114 Room and Board-Private Psychiatric
- 124 Room and Board-Semi-Private 2 Bed, Psychiatric
- 134 Room and Board-Semi-Private 3 or 4 Bed, Psychiatric
- 154 Room and Board, Ward (Medical or General), Psychiatric
- 204 Intensive Care, Psychiatric

This agreement shall accept the DHCS regional rate, as updated annually.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of June 9, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and BHC SIERRA VISTA HOSPITAL, INC. (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing psychiatric inpatient treatment services similar to those set forth in this Agreement.

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

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

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

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2018 through June 30, 2021. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

5. COMPENSATION TO CONTRACTOR; PAYMENT.

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

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

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

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

6. SUPERVISION OF THE WORK.

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

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

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

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

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

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

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

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

11. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless C11. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Consultant, Consultant shall furnish to County satisfactory proof that Consultant has the following insurance:

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

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

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

for bodily injury and property damage.

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

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

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

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

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

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

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

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

- 11.2.4 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such

insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

subcontractors.

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

12. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of 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 any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. 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 County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

13. DOCUMENTS AND RECORDS.

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

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

- 13.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.
- 13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 13.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 14.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 14.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.
- 14.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

Consultant acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute as the policy acknowledgment attached hereto as **Attachment C**.

16. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

Amador County Health Services Department, Behavioral Health Division (“ACHSD”) is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a “hybrid entity” under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Health Services Department,
Behavioral Health Division
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

17. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: BHC SIERRA VISTA HOSPITAL INC
8001 Bruceville Road
Sacramento, CA 95823

To County: Amador County Health Services Department
Behavioral Health Division
10877 Conductor Boulevard
Sutter Creek, CA 95685

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

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

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

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

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

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

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

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

25.4 Contractor certifies that the following processes are in place.

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

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

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

25.4.4 Enforcement of standards through well-publicized disciplinary guidelines.

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

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

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

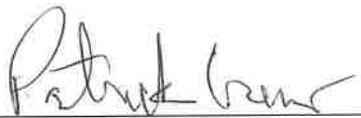
26. Beneficiary Problem Resolution. Contractor agrees to provide Amador County Medi-Cal beneficiaries with the Amador County Informing Materials, which contains contact information, provider list and grievance forms, envelopes and brochures. Contractor also agrees to post this information where Medi-Cal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

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

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

COUNTY OF AMADOR

CONTRACTOR: BHC SIERRA VISTA HOSPITAL, INC., a California corporation

BY:  _____


BY:  _____
Mike Zauner, CEO.

Federal I.D No.: 62-1658512

Patrick Crew
Board of Supervisors

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____
Gregory Gillott
County Counsel

BY:  _____ Deputy

ATTACHMENT A – SCOPE OF WORK

Services will be provided to eligible persons who may be either on a voluntary or involuntary status. Contractor will provide psychiatric evaluation and treatment for County residents admitted pursuant to this Agreement. The authorized length of stay of each patient shall be jointly determined by the County and the Contractor's professional staff in accordance with the medical needs of each patient. Contractor may provide necessary emergency and non-elective ancillary medical services as part of the psychiatric inpatient treatment services.

Hospital to notify Amador County Behavioral Health by the end of the following business day, of patient admission. Recognizing that Contractor's facility is a psychiatric facility, all persons referred for admission will be medically cleared for admission to a psychiatric facility prior to admission. This medical clearance will be provided directly or indirectly and payment arranged or provided by County. Criteria and requirements for medical clearance will be determined by Contractor. All transportation costs to and from Contractor are the responsibility of County. When County authorizes certain transportation to be provided by Contractor, County will be responsible for the costs.

If services required by County patients exceed Contractor capabilities, Contractor may refer County patients to other facilities at County's expense and as mutually agreed upon by Directors of Mental Health of County and Contractor. It is recognized that to make efficient use of any inpatient facility that the provision of aftercare services is of extreme importance. To this end, it is the responsibility of County to maintain adequate aftercare services, such that efficient referral to these services may be made as a part of discharge planning of patients, including transportation, if necessary.

ATTACHMENT B – FEE SCHEDULE

BHC Sierra Vista Hospital FY 18-19

This Agreement is not to exceed One Hundred Thousand Dollars (\$100,000) for each Fiscal Years 2018-2019 and 2019-2020 and 2020-2021

**This CONTRACTOR is a Certified Medi-Cal Provider, No. HSM34087G
(Certified Sacramento County)**

Children’s Services (Ages 0-21)	Medi-Cal
Rates	
Hospital Inpatient (Mode 05, Service function 10-18)	\$793.00 per day
Hospital Admin Day (Mode 05, Service function 19)	\$597.34 per day
Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (When services are provided)	\$90.00 per day
	Short-Doyle Rates
Hospital Inpatient without Psychiatric Support Services	\$793.00 per day
Hospital Inpatient with Psychiatric Support Services	\$883.00 per day

Adult Services (Ages 22-64)

Sacramento County negotiated rate for Medi-Cal eligible adults ages 22-64, served at a private, contracted, free standing hospital.

Hospital Inpatient (all inclusive)(Mode 05, Service Functions 10-18)	\$979.00 per day
Hospital Admin Day (Mode 05, Service function 19)	\$597.34per day

This agreement shall accept the annual increase in rates according to the host county of Sacramento’s rate letter for fiscal year 2019-2020 and 2020-2021.

ATTACHMENT C – ALCOHOL POLICY

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

The undersigned, authorized signatory for BHC SIERRA VISTA HOSPITAL, INC. (the “Contractor”), certifies as follows:

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

Federal I.D. No. or Social Security No: 62-1658512

Printed Name: Mike Zauner Date 3/12/20

Title: CEO

Signature: 

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of September 2021 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and BHC SIERRA VISTA HOSPITAL, INC., a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 9, 2020, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

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

NOW, THEREFORE, the parties agree as follows:

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

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2024.

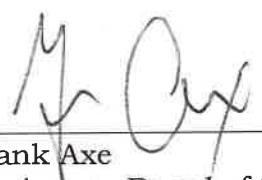
2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment A to this First Amendment is substituted in its place:

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

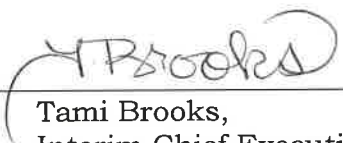
IN WITNESS WHEREOF, the parties have executed this first Amendment as of the date first set forth above.

COUNTY OF AMADOR

CONTRACTOR: BHC SIERRA VISTA, INC.,
a California corporation

BY: 

Frank Axe
Chairman, Board of Supervisors

BY: 

Tami Brooks,
Interim Chief Executive Officer

Federal ID no: 62-1658512

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 

Gregory Gillott

BY: 

Deputy

ATTACHMENT B – FEE SCHEDULE

This Agreement is not to exceed One Hundred Thousand Dollars (\$100,000) for each Fiscal Year (2021-2022, 2022-2023, 2023-2024).

**This CONTRACTOR is a Certified Medi-Cal Provider, No. HSM34087G
(Certified Sacramento County)**

Children’s Services (Ages 0-21) Medi-Cal
Rates

Hospital Inpatient (Mode 05, Service function 10-18)	\$889.00 per day
Hospital Admin Day (Mode 05, Service function 19)	\$660.66 per day
Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (When services are provided)	\$90.00 per day
	Short-Doyle Rates
Hospital Inpatient without Psychiatric Support Services	\$889.00 per day
Hospital Inpatient with Psychiatric Support Services	\$979.00 per day

Adult Services (Ages 22-64)
Sacramento County negotiated rate for Medi-Cal eligible adults ages 22-64, served at a private, contracted, free standing hospital.

Hospital Inpatient (all inclusive)(Mode 05, Service Functions 10-18)	\$979.00 per day
Hospital Admin Day (Mode 05, Service function 19)	\$660.66 per day

This agreement shall accept the annual increase in rates according to the host county of Sacramento’s rate letter for fiscal year 2022-2023 and 2023-2024.



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health

Date of Request: 03/14/2024

Contact Name: Karen Vaughn

Phone: 209-223-6394

Estimated Total Cost: \$ 100,000/per Fiscal Year

Proposed Vendor: BHC Sierra Vista Hospital

This amendment will cover 3 fiscal years

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services Legal printing
 Legal services Emergency Existing public contract
 Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section **3.08.260** and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

This contractor provides professional services for clients of Amador County. Clients admitted to this inpatient psychiatric facility were first admitted to the hospital emergency room in crisis and were deemed a 5150. Currently this contractor has a current agreement signed by the Board of Supervisors for these professional services. Multiple hospitals are required to contract with, due to the need of open beds for emergency client admissions.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

These services have been evaluated and determined to be unique due to limited availability in providing service to residents of Amador County, who are Medi-Cal eligible and meet the criteria for mental health services. In addition, multiple similar services are sometimes needed in order to guarantee bed space or clinical and professional support for the County. The specific needs and requirements for utilizing BHC Sierra Vista Hospital are determined by Behavioral Health professionals.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

Melissa Cranfill, LCSW, Amador County Behavioral Health Director

CERTIFICATION:

I am aware of Amador County policies and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL: Michelle C. Call, CCSW 3/16/2024
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: Jan Hykari 3.18.2024
Procurement Officer / Date

Procurement Officer Use Only <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Purchase Order <input type="checkbox"/> On Account <input type="checkbox"/> BOS Approval Required

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Airport Advisory Committee: Approval of appointment/reappointments to the subject Committee as follows:

Chris Floyd and Marvin Price as Regular Members-representing District I (reappointment)

John B. Allen. Jr and Randy Ilich, as Regular Members-representing District II (reappointment)

Jeff VanderMuellen, as a Regular Member-representing District III (new appointment)

Renee Mikkelsen, as a Regular Member-representing District IV (new appointment)

Richard Campbell and Jon Luy as Regular Members-representing District V (reappointment)

Terms coincide with the term of the Supervisor which the appointee represents. Appointment must be renewed if Supervisor is re-elected or a new Supervisor takes Office.

Recommendation:

Approve reappointments/appointments.

4/5 vote required:

No

Distribution Instructions:

Board Clerk for updating Maddy List and letters to applicants and copy to Airport Manger/file.

ATTACHMENTS

- [Price Airport Advisory Committee App.pdf](#)
- [Floyd-Airport Advisory.pdf](#)
- [Ilich Airport Advisory Committee.pdf](#)
- [Allen Airport Advisory Committee Application.pdf](#)
- [VanderMeulen_Airport Advisory.pdf](#)
- [Mikkelsen-Airport Advisory.pdf](#)
- [Campbell-Airport Advisory.pdf](#)
- [Luy-Airport Advisory.pdf](#)

COMMITTEE MEMBER APPLICATION FORM

Date July 11, 2024

Please consider me for the following committee:
Airport Advisory Committee

NAME:MARVIN PRICE

Mailing Address:
P.O. Box 729, Jackson, CA 95642

Physical Address:
17595 Clinton Rd., Jackson, Ca 95642

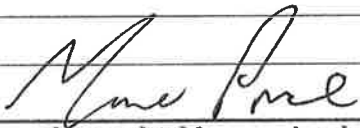
Business Address:
625 S. State Highway 49, Jackson, CA 95642

Telephone - Home: 2093049339 **Work:**

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

I have been a hangar owner at Westover Field for 21 years. I have been a pilot for 47 years.

Multiple empty horizontal lines for additional text or notes.

Signature 

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

-FOR CLERKS USE ONLY-	
Application Accepted	Application Rejected
Date Appointed	Committee Number
Term Expires	Supervisory District

COMMITTEE MEMBER APPLICATION FORM

Date 07/15/2024

Please consider me for the following committee:
Airport Advisory Committee

NAME: Chris Floyd

Mailing Address: PO Box 665, Jackson CA 95642

Physical Address: 900 Ponderosa St Jackson CA 95642

Business Address: 255 New York Ranch Rd, Jackson CA 95642

Telephone - Home: 209-256-1056 Work: 209-223-3971

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

I am a former member of this committee, and would like to remain on the committee.

Signature

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

<u>-FOR CLERKS USE ONLY-</u>	
Application Accepted	Application Rejected
Date Appointed	Committee Number
Term Expires	Supervisory District

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

COMMITTEE MEMBER APPLICATION FORM

Date 7-12-24

Please consider me for the following committee: Airport Advisory Board

NAME: Randy Ilich

Mailing Address: 14045 Willow Creek Rd, Ione, CA 95640

Physical Address: Same

Business Address:

Telephone - Home: 650-303-9898 Work:

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

Please See Attached

Signature 

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

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed

Committee Number

Term Expires

Supervisorial District

I am a private pilot and own my own airplane, a 1981 Piper Saratoga Turbo, I also own a large hanger at Westover. I am active at Westover Field and a member of the EAA, Experimental aircraft Association and its' current Chapter President. I lead and organized the Airports 90th anniversary celebration in 2019 and the restoration of the F-2 Fury Jet on loan from the Naval Aircraft Museum with the help from our assume volunteers at our EAA Chapter and a big thank you to Dave Sheppard, our airport manager for all his work and support.

Westover Field has played an active role in Amador County for 95 years, economically, recreationally and most importantly Natural Disaster/Emergency lifeline and staging point for emergency and Cal Fire aircraft and equipment, as we have all seeing over the years.

I would like to see more economic growth at the airport with small businesses that cater to the local pilots and pilots from across California that fly in and use our facilities, as well as shop, dine and lodge at our local hotels/B&B's. Catto propellers is currently the only business at Westover and very successful with worldwide clients. When we had an avionics shop at Westover, pilots from all over flew in from across the state. It would also be nice to have an A&P (mechanic) shop back at Westover. It would be nice to have a new manager's office/pilot lounge.

Lastly, when pilots fly in, it would be nice to have our local bus service stop at the airport on a regular schedule to pick up passengers and take them into town. I have tried to have this done, but to no avail. The odd part of all of this is that the bus depot is on the same road and the buses normally drive up to the airport to turn back around, but do not stop? All we are asking for is for them to stop and pick up passengers. This can then be shared all over the nation in all pilot resource guides like foreflight, etc and Westover Fields services.

An active Airport Advisory Board can at least start to work and assist the County in improving our local Westover Field to be better than we are now. It will take some work and effort from all stakeholders.

COMMITTEE MEMBER APPLICATION FORM

Date 7/11/24

Please consider me for the following committee:
AIRPORT ADVISORY COMMITTEE

NAME: JOHN ALLEN

Mailing Address:

PO Box 562, Sutter Creek, CA 95685

Physical Address:

12525 ALLEN RANCH ROAD, Sutter Creek, CA 95685

Business Address:

95 FRENCH BAR ROAD, JACKSON, CA 95685

Telephone - Home:

Work: 209-223-5705

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

I have flown out of this airport since 1965 when it was called "Amador Airport" with a 2,000 foot runway and Bill Westover was managing it. Thus, I have made thousands of takeoffs and landings on it. I own a hangar there and have aircraft based there. As this is the only public airport in Amador County, I would like to see it improved to become a destination airport for pilots and their families, and an attraction for businesses, to bring revenue into the County. So, I have an interest in how it is operated.

I have flown in and out of many, many small airports not only in California, but also throughout the western US states, and the midwestern states; also British Columbia, Yukon, Alaska and Hawaii. So I have seen how many others are operated and have gained ideas from those experiences.

Signature

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

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed

Committee Number

Term Expires

Supervisory District

COMMITTEE MEMBER APPLICATION FORM

Date July 10, 2024

Please consider me for the following committee:

Airport Advisory Committee

NAME:

JEFFREY VANDERMEULEN

Mailing Address:

P.O. Box 1518, PIONEER, CA 95666

Physical Address:

26971 COLUMBIA DRIVE, PIONEER, CA 95666

Business Address: 26971 COLUMBIA DRIVE, PIONEER, CA 95666

Telephone - Home: 209-295-7760

Work: 209-295-7761

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

I AM AN AIRCRAFT OWNER AND PILOT RENTING A HANGAR AT WESTOVER FIELD SINCE 2011. I ALSO OPERATED AN AVIATION BASED BUSINESS AT WESTOVER FIELD FROM 2011-2016 WITH THE PRIMARY PURPOSE OF THAT BUSINESS AS FLIGHT INSTRUCTION, AIRCRAFT RENTAL, AND SCENIC FLIGHT SIGHTSEEING. I TERMINATED MY FLYING BUSINESS IN 2016 DUE TO INSUFFICIENT INTEREST THAT WOULD SUSTAIN SUCH AN OPERATION. I SOLD MY FLIGHT TRAINING AIRCRAFT AND TERMINATED THE OFFICE LEASE THAT I ALSO MAINTAINED IN THE AIRPORT OFFICE BUILDING. I CURRENTLY SELL BULK AIRCRAFT ENGINE OIL, FILTERS, GREASE AND MISCELLANEOUS ITEMS.

I CONSIDERED BUYING A HANGAR AT WESTOVER FIELD INSTEAD OF RENTING ONE AS SOMETHING OF AN INVESTMENT. THE MORE I DUG INTO HANGAR OWNERSHIP AT WESTOVER, THE MORE UNCERTAIN I BECAME DUE TO THE AIRPORT REGULATIONS SURROUNDING OWNERSHIP, USE, RESALE AND TENANT RIGHTS.

THERE ARE INCONSTANTIES IN THE LEASING AND SALE OF INDIVIDUAL HANGARS THAT WERE UNCLEAR ENOUGH TO CAUSE ME TO RETHINK BUYING A HANGAR AND AVOID THE BUREACRATIC HASSLE THAT SEEMS TO ACCOMPANY

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

IT.

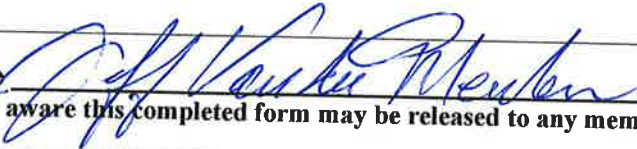
IF MY APPOINTMENT TO THE AIRPORT ADVISORY BOARD CAN SOMEHOW CLARIFY THE MYSTERY TO HANGER OWNERSHIP, LEASING AND RESALE, THAN I WILL HAVE ACCOMPLISHED SOMETHIBNG.

WESTOVERFIELD HAS SO MUCH POTENTIAL THAT IT COULD BE A DESTINATION AIRPORT FOR AVIATORS ACROSS THE STATE.

WESTOVER FIELD IS NOT A FULL- SERVICE AIRPORT. THERE IS NO RESTAURANT, THERE IS NO FULL-TIME AVIATION MECHANIC AND NO BASIC PARTS OR SUPPLIES OFFERED OTHER THAN THE BULK AIRCRAFT ENGINE OIL AND FILTERS MY BUSINESS OFFERS AND FUEL AND OIL SOLD BY THE AIRPORT.

THIS IS NOT AN ATTACK ON THE AIRPORT MANAGEMENT OR OPERATION PER SE BUT RATHER AN OPINION THAT THINGS MAY BE ABLE TO BE PUT IN PLACE THAT COULD MAKE WESTOVER FIELD A PLACE AMADOR COUNTY COULD BE PROUD OF BOTH AS A RESIDENT AND A DESTINATION FOR VISITING AVIATORS.

I AM INTERESTED IN SERVING ON THIS COMMETTEE IN THE FURTHERANCE OF MY OWN KNOWLEDGE AS TO THE AIRPORT'S OPERATION AS WELL AS POSSIBLY CONTRIBUTING TO THE COMMUNITY IN EXPANDED USES FOR THE AIRPORT.

Signature 

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

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisorial District _____

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

COMMITTEE MEMBER APPLICATION FORM

Date July 16, 2024

Please consider me for the following committee:

Amador County Airport Advisory Committee

NAME: Renee Mikkelsen

Mailing Address: P.O. Box 878

Physical Address: 12900 Spagnoli Mine Rd.

Business Address: N/A rmikk1@icloud.com

Telephone - Home: 209-296-7808 Work: cell 209-639-9575

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

Please see attached.

Signature 

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

-FOR CLERKS USE ONLY-

Application Accepted 7-21-24

Application Rejected

Date Appointed

Committee Number

Term Expires

Supervisorial District IV

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

Regarding: Amador County Airport Advisory Committee, District 4 open seat.

Currently, my qualifications include the following facts that I:

- Have lived in Amador County resident for 40 years;
- Have flown and still fly out of the airport for over 30 years;
- Own a hangar at the airport on currently leased County land;
- Am a former member of the Amador Flyers, and;
- Have an avid passion for aviation and safety.

I am interested in serving on this committee because I am active in aviation and because I firmly believe our airport is an important asset to our County and its many communities. In many ways, our airport provides for and enhances the safety of our residents and communities, especially in times of emergencies, disasters and fires.

Thank you for considering me for serving on this committee,



Renee Mikkelsen

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

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisorial District _____

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

-FOR CLERKS USE ONLY-

Application Accepted <u>7.2.24</u>	Application Rejected _____
Date Appointed _____	Committee Number _____
Term Expires _____	Supervisorial District <u>Y</u>

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: July 30, 2024

SUBJECT

General Services Administration: Budget Increase Request for Economic Development to accommodate increased funding from the State for the Broadband project. There are no General Funds being utilized here.

Recommendation:

Approve the attached Budget Increase Request form.

4/5 vote required:

Yes

Distribution Instructions:

Original Budget Increase Request to Auditor: Jon Hopkins

ATTACHMENTS

- [Budget Increase Request Memo 1120 3.12.24.pdf](#)
- [Budget Increase Request 7.23.24.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: kwarburton@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors
FROM: Karen Warburton, GSA Senior Administrative Analyst *kw*
DATE: July 23, 2024
SUBJECT: Budget Increase Request for Economic Development

Background: 1) As part of our participation in the CPUC Local Agency Technical Assistance (LATA) program for broadband, administration costs have been apportioned to Amador County for \$3,244.30. This money was provided to cover administrative costs incurred by the County. Staff have met with Golden State Connect Authority (GSCA) and their contractor to provide direction and review progress. Reimbursement for this staff time is being issued by CPUC, which will assist us with additional funding for economic development/grant projects. 2) GSCA has been responsible for the majority of administrative staffing and is requesting CPUC to reimburse \$66,836.70. The majority of this amount, \$64,890.00 is to reimburse GSCA for paying the contractors for engineering and design costs on work products 1 and 2. The additional \$1,946.70 is to reimburse GSCA for their administration time. Amador County, as the grant recipient, has received this reimbursement check on behalf of GSCA. We are obligated to provide this reimbursement amount to GSCA according to our Memorandum of Understanding (MOU).

Subject or Key Issue: Approval of budget and revenue increases for Economic Development.

Analysis: These funds were provided to reimburse costs for administrative work and payments to contractors related to economic development and grant work and now need approval to 1) be utilized for additional economic development/grant work and 2) reimburse GSCA according to our MOU.

Alternatives: N/A

Fiscal or Staffing Impacts: N/A

4/5ths vote: Yes

Recommendation(s): Approve the attached Budget Increase Request form.

Attachments: Budget Increase Request form

c: Chuck Iley, CAO
Jon Hopkins, GSA Director
file

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Sheriff's Office Mid-Management Association (SOMMA) Amendment to Side Letter of Agreement B

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Jarret Benov - Undersheriff, Daniel Barb - SOMMA President

ATTACHMENTS

- [Memo SOMMA Side Letter.doc](#)
- [Resolution SOMMA for Side Letter 7.23.24.doc](#)
- [SOMMA Side Letter of Agreement B.pdf](#)
- [SOMMA Side Letter Agreement B_2024_v1.docx](#)
- [SOMMA 10.01.2024 3%.pdf](#)
- [SOMMA 10.01.2025 3%.pdf](#)
- [SOMMA 7.01.2024 5%.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: July 11, 2024

SUBJECT: Agenda Item for July 23, 2024 Board Consent Agenda
Sheriff's Office Mid-Management Side Letter of Agreement B - Amendment

The County and the Sheriff's Office Mid-Management Association have agreed to amend the County of Amador and the Amador County Sheriff's Office Mid-Management Association (SOMMA) Amendments and Extensions 2024 Side Letter of Agreement. The amended Side Letter of Agreement – B will increase all base wage ranges and rates by five percent (5%) of base wage rates in effect on June 30, 2024 for *all* classifications represented by SOMMA. It will be effective the pay period containing July 1, 2024.

Please approve the amended Side Letter of Agreement and authorize the chairperson to sign.

If the Board does approve the amended Side Letter of Agreement the original negotiated terms will remain in effect.

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER)	RESOLUTION NO. 24-
OF AGREEMENT B WITH THE AMADOR)	
COUNTY SHERIFF'S OFFICE MID-MANAGEMENT)	
ASSOCIATION (SOMMA) AMENDMENTS)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement B between the County of Amador and the Sheriff's Office Mid-Management Association (SOMMA) Amendment as it relates to wages; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 23rd day of July, 2024 by the following vote:

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

Chairman, Board of Supervisors

ATTEST:

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

Deputy

**2024 Side Letter of Agreement B
County of Amador and the Amador County Sheriff's Office Mid-Management Association
Amendment**

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Amador County Sheriff's Office Mid-Management Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2022-2026 Memorandum of Understanding and Side Letters of Agreement (hereinafter, collectively referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Sheriff's Office Mid-Management Association. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and boldfaced will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in effect without change through the new term specified

B. Section 26 Wages, subsection 26.6 of the MOU is hereby amended to read as follows:

26.6 Effective the pay period containing October 1, 2022, the County will increase all base wage ranges and rates for classifications represented by the Association by six percent (6%) of base wage rates in effect on August 31, 2022.

Effective the pay period containing October 1, 2023, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2023.

Effective the pay period containing July 1, 2024, the County will increase all base wage ranges and rates by *for classifications represented by the Association* by five percent (5%) of base wage rates in effect on June 30, 2024, ~~for the following classifications represented by the Association: Sheriff's Sergeant (Intermediate), Sheriff's Sergeant (Advanced), Correctional Lieutenant, Lieutenant, Correctional Captain, Captain, Sheriff's Office Program Manager, and Emergency Services Program Manager.~~

Effective the pay period containing October 1, 2024, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2024.

Effective the pay period containing October 1, 2025, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2025.

IV. General Provisions

A. This Side Letter of Agreement will take effect upon approval and adoption by the County Board of Supervisors.

B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Supervisors on _____, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By: _____
Brian Oneto, Chairperson
Board of Supervisors

AMADOR COUNTY SHERIFF'S OFFICE MID-MANAGEMENT ASSOCIATION

By:  _____
Daniel Barb, President

 _____
Kim Gillingham, Labor Consultant

2024 Side Letter of Agreement B
County of Amador and the Amador County Sheriff's Office Mid-Management Association
Amendment

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Amador County Sheriff's Office Mid-Management Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2022-2026 Memorandum of Understanding and Side Letters of Agreement (hereinafter, collectively referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Sheriff's Office Mid-Management Association. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in effect without change through the new term specified
- B. Section 26 Wages, subsection 26.6 of the MOU is hereby amended to read as follows:

26.6 Effective the pay period containing October 1, 2022, the County will increase all base wage ranges and rates for classifications represented by the Association by six percent (6%) of base wage rates in effect on August 31, 2022.

Effective the pay period containing October 1, 2023, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2023.

Effective the pay period containing July 1, 2024, the County will increase all base wage ranges and rates by *for classifications represented by the Association by* five percent (5%) of base wage rates in effect on June 30, 2024, ~~for the following classifications represented by the Association: Sheriff's Sergeant (Intermediate), Sheriff's Sergeant (Advanced), Correctional Lieutenant, Lieutenant, Correctional Captain, Captain, Sheriff's Office Program Manager, and Emergency Services Program Manager.~~

Effective the pay period containing October 1, 2024, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2024.

Effective the pay period containing October 1, 2025, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2025.

**APPENDIX B
SHERIFF'S OFFICE MID-MANAGEMENT
CLASSIFICATIONS AND WAGES**

3% Wage

Effective 10/1/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
6193	Captain	66.51	69.84	73.33	76.99	80.84	E
5265	Chief Deputy Probation Officer*	57.23	60.09	63.10	66.25	69.56	E
5875	Correctional Captain	63.33	66.50	69.82	73.31	76.98	E
4375	Correctional Lieutenant	48.33	50.75	53.28	55.95	58.75	E
6193	D A Investigator, Chief (Advanced)	66.51	69.84	73.33	76.99	80.84	E
5874	D A Investigator, Supervising	63.32	66.49	69.81	73.30	76.97	E
5875	Lieutenant	63.33	66.50	69.82	73.31	76.98	E
4298	Sheriff's Sergeant (Intermediate)	47.56	49.94	52.43	55.06	57.81	C
4539	Sheriff's Sergeant (Advanced)	49.97	52.47	55.09	57.85	60.74	C
	MISCELLANEOUS POSITIONS						
4474	Emergency Services Program Manager	49.32	51.79	54.38	57.09	59.95	C
4474	Sheriff's Office Program Manager	49.32	51.79	54.38	57.09	59.95	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA)</u> . 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.							
<u>Under FLSA column</u>							
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.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

APPENDIX B SHERIFF'S OFFICE MID-MANAGEMENT CLASSIFICATIONS AND WAGES

3% Wage

Effective 10/1/2025

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
6392	Captain	68.50	71.92	75.52	79.29	83.26	E
5437	Chief Deputy Probation Officer*	58.95	61.90	64.99	68.24	71.65	E
6065	Correctional Captain	65.23	68.49	71.92	75.51	79.29	E
4520	Correctional Lieutenant	49.78	52.27	54.88	57.63	60.51	E
6393	D A Investigator, Chief (Advanced)	68.51	71.94	75.53	79.31	83.27	E
6064	D A Investigator, Supervising	65.22	68.48	71.91	75.50	79.28	E
6065	Lieutenant	65.23	68.49	71.92	75.51	79.29	E
4440	Sheriff's Sergeant (Intermediate)	48.98	51.43	54.00	56.70	59.54	C
4689	Sheriff's Sergeant (Advanced)	51.47	54.04	56.75	59.58	62.56	C
	MISCELLANEOUS POSITIONS						
4622	Emergency Services Program Manager	50.80	53.34	56.01	58.81	61.75	C
4622	Sheriff's Office Program Manager	50.80	53.34	56.01	58.81	61.75	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA)</u> . 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.							
<u>Under FLSA column</u>							
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.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

APPENDIX B SHERIFF'S OFFICE MID-MANAGEMENT CLASSIFICATIONS AND WAGES

5% Wage

Effective **7/01/2024**

Amended **7/23/2024**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
5999	Captain	64.57	67.80	71.19	74.75	78.49	E
5099	Chief Deputy Probation Officer*	55.57	58.35	61.27	64.33	67.55	E
5691	Correctional Captain	61.49	64.56	67.79	71.18	74.74	E
4234	Correctional Lieutenant	46.92	49.27	51.73	54.32	57.03	E
5999	D A Investigator, Chief (Advanced)	64.57	67.80	71.19	74.75	78.49	E
5689	D A Investigator, Supervising	61.47	64.54	67.77	71.16	74.72	E
5690	Lieutenant	61.48	64.55	67.78	71.17	74.73	E
4159	Sheriff's Sergeant (Intermediate)	46.17	48.48	50.90	53.45	56.12	C
4394	Sheriff's Sergeant (Advanced)	48.52	50.95	53.49	56.17	58.98	C
	MISCELLANEOUS POSITIONS						
4330	Emergency Services Program Manager	47.88	50.27	52.79	55.43	58.20	C
4330	Sheriff's Office Program Manager	47.88	50.27	52.79	55.43	58.20	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
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.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 30, 2024

SUBJECT

Medical Case Management Registered Nurse pay rate and Fair Labor Standards Act (FLSA) designation correction.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo - Medical Case Management Registered Nurse Fix pay rate RN.doc](#)
- [Medical Case Management Registered Nurse 6-24.pdf](#)
- [SEIU GENERAL UNIT 10.1.2023 Amended 7.23.2024.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: July 12, 2024

SUBJECT: Agenda Item for July 23, 2024 Board Consent Agenda
Medical Case Management RN Pay Rate and FLSA Designation

The approved pay rate and Fair Labor Standards Act (FLSA) designation for the Medical Case Management Registered Nurse, as noted in the June 11, 2024 Board Consent Agenda, were found to be incorrect. The position should be reclassified as "Exempt" and compensated at Range 3075, from Step A (\$35.33) to Step E (\$42.94) per hour.

Please approve the correct pay rate and FLSA designation effective July 21, 2024.

Failure to approve the corrected pay rate and FLSA designation will result in inaccurate compensation for the classification.



FLSA: EXEMPT
EEO: 2
May 2024

Medical Case Management Registered Nurse

DEFINITION

Under general supervision, to participate in a variety of public health clinics and services; to perform activities related to implementation of various health programs; to interview, educate, counsel, and refer clients regarding a variety of health conditions. Able to reference manuals related to ICD-10 coding and billing, Medi-Cal community basic services, and Family Pact policies/procedures/billing.; and to do related work.

DISTINGUISHING CHARACTERISTICS

Incumbents in the Registered Nurse (Health Department and Mental Health) class do not have the necessary education, experience, or license requirements to qualify as a Public Health Nurse.

REPORTS TO

Public Health Program Manager

CLASSIFICATIONS SUPERVISED

None

EXAMPLES OF DUTIES

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.

- Organizes and plans clinical activities.
- Assists with the operation of clinics and satellite immunization sites, performing immunizations.
- Administers immunizations under established protocols; interviews and elicits medical history from clients.
- Performs pregnancy testing.
- Evaluates patients on the basis of history and tests, making appropriate referrals to medical and community resources.

- Performs confidential HIV counseling.
- Works with community agencies to promote wellness.
- Performs activities such as dipstick urine tests, drawing of blood, and blood pressure screening, and giving injections.
- Documents all activities in patients' charts.
- Prepares a variety of reports.
- Participate in MediCal Administrative Activities (MAA) services.
- Case management of public health-specific populations as needed (i.e., foster care).
- Analyze medical billing codes.
- Learn, use, and appropriately apply medical references, manuals, insurance policies, regulations, and various governmental regulations pertaining to medical care and payment for services.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- CD-10 coding and Medi-Cal billing, Family Pact policies, procedures
- Principles, methods, and procedures of general nursing and public health nursing.
- Causes, means of transmission, and methods of controlling communicable diseases.
- Disease processes and the mechanisms to prevent and control them.
- Health problems and requirements of infant, children, adolescent, and elderly clients.
- State laws relating to reporting Child/Adult abuse.
- Case Management

Ability to:

- Communicate effectively orally and in writing.
- Follow oral and written instructions.
- Assess the physical condition of patients.
- Maintain confidentiality of material.
- Interview patients and families to gather medical history.
- Counsel clients and make referrals to community resources.
- Draw blood samples for laboratory testing.
- Administer immunizations.
- Work responsibly with physicians and other members of the medical team.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment; exposure to communicable diseases continuous contact with staff and the public.

TRAINING AND EXPERIENCE

Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education

Graduation from an accredited nursing program.

Experience

Two (2) years of general nursing experience.

SPECIAL REQUIREMENTS

Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

**APPENDIX B
GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
4% Increase**

Effective 10/01/2023

*** Effective 7/1/2024**

(Amended 6/25/2024)

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
1389	Account Clerk I (IMS)*	18.47	19.39	20.36	21.38	22.45	C
1574	Account Clerk II (IMS)*	20.32	21.34	22.40	23.52	24.70	C
1828	Account Clerk III (IMS)*	22.86	24.00	25.20	26.46	27.79	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
2001	Accounting Technician (IMS)*	24.59	25.82	27.11	28.47	29.89	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
4045	Adult Services Program Manager (IMS)*	45.03	47.28	49.65	52.13	54.73	E
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

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
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
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
2997	Chief Fiscal Supervisor (IMS)*	34.55	36.28	38.09	40.00	42.00	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	Deputy Public Conservator/Guardian/Administrator I	26.28	27.59	28.97	30.42	31.94	C
2564	Deputy Public Conservator/Guardian/Administrator 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
3546	Eligibility Program Manager (IMS)*	40.04	42.04	44.14	46.35	48.67	E
1473	Eligibility Specialist I (IMS)*	19.31	20.28	21.29	22.35	23.47	C
1665	Eligibility Specialist II (IMS)*	21.23	22.29	23.41	24.58	25.81	C
1882	Eligibility Specialist III (IMS)*	23.40	24.57	25.80	27.09	28.44	C
2606	Eligibility Supervisor (IMS)*	30.64	32.17	33.78	35.47	37.24	C
2750	Employment and Training Supervisor (IMS)*	32.08	33.68	35.37	37.14	38.99	C
1927	Employment and Training Worker I (IMS)*	23.85	25.04	26.29	27.61	28.99	C
2165	Employment and Training Worker II (IMS)*	26.23	27.54	28.92	30.36	31.88	C
2426	Employment and Training Worker III (IMS)*	28.84	30.28	31.80	33.39	35.06	C
2377	Engineering Technician	28.35	29.77	31.26	32.82	34.46	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
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
3356	Housing Services Program Manager (IMS)*	38.14	40.05	42.05	44.15	46.36	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
1227	Office Assistant I (IMS)*	16.85	17.69	18.58	19.51	20.48	C
1393	Office Assistant II (IMS)*	18.51	19.44	20.41	21.43	22.50	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1579	Office Assistant III (IMS)*	20.37	21.39	22.46	23.58	24.76	C
2247	Office Assistant Supervisor I (IMS)*	27.05	28.40	29.82	31.31	32.88	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
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
1298	Screener (IMS)*	17.56	18.44	19.36	20.33	21.34	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
1342	Services Support Assistant I (IMS)*	18.00	18.90	19.85	20.84	21.88	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1521	Services Support Assistant II (IMS)*	19.79	20.78	21.82	22.91	24.05	C
1718	Services Support Assistant III (IMS)*	21.76	22.85	23.99	25.19	26.45	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
1772	Social Service Aide (IMS)*	22.30	23.42	24.59	25.82	27.11	C
4506	Social Services Program Manager (IMS)*	49.64	52.12	54.73	57.46	60.34	E
2164	Social Worker I (IMS)*	26.22	27.53	28.91	30.35	31.87	C
2531	Social Worker II (IMS)*	29.89	31.38	32.95	34.60	36.33	C
2913	Social Worker III (IMS)*	33.71	35.40	37.17	39.02	40.97	C
3083	Social Worker IV (IMS)*	35.41	37.18	39.04	40.99	43.04	C
3172	Social Worker Supervisor I (IMS)*	36.30	38.12	40.02	42.02	44.12	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
2458	Staff Service Analyst I (IMS)*	29.16	30.62	32.15	33.76	35.44	C
2830	Staff Service Analyst II (IMS)*	32.88	34.52	36.25	38.06	39.97	C
2610	Systems Support Analyst (IMS)*	30.68	32.21	33.82	35.52	37.29	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 7/23/2024)
effective 7/01/2024

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	**
3023	Behavioral Health Non-Clinical Program Coordinator	34.81	36.55	38.38	40.30	42.31	**
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 I	32.14	33.75	35.43	37.21	39.07	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3078	Crisis Services Counselor II	35.36	37.13	38.98	40.93	42.98	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
3075	Medical Case Management Registered Nurse*	35.33	37.10	38.95	40.90	42.94	E
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: July 30, 2024

SUBJECT

Class A Commercial Driver's License Program Side Letter of Agreement for the Department of Transportation and Public Works Road Crew employees.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Daniel Weddle - SEIU President and Public Works

ATTACHMENTS

- [Memo - Class A Drivers License Program.doc](#)
- [Class A CDL Program.docx](#)
- [Amador_County_SEIU_SL_Agmt_Class_A_Program_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: July 15, 2024

SUBJECT: Agenda Item for July 23, 2024 Board Consent Agenda
Class A Commercial Driver's License Program Side Letter Agreement

The Department of Transportation and Public Works recognizes the importance of road crew employees holding a Class A Driver's license and complying with the Department of Motor Vehicles and federal Entry Level Driver Training Program requirements for commercial driver's licenses (CDL), effective February 22, 2022. Additionally, applicants seeking an original CDL (Class A and B) in California are required to complete a minimum of 15 hours of behind-the-wheel training, in accordance with state regulations.

In support of its employees, the Department of Transportation and Public Works have established the Class A Commercial Driver's License Program. This initiative aims to sponsor employees' training and initial exams, facilitating the acquisition of a Class A CDL.

Therefore, please adopt and authorize the Chairman to sign the Class A Commercial Driver's License Program - Side Letter of Agreement between Service Employees International Union, Local 1021 and the County of Amador.

If the side letter is not approved for the Class A Commercial Driver's License Program, the County may experience a shortage of employees with Class A CDL's.

AMADOR COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
CLASS A COMMERCIAL DRIVERS LICENSE PROGRAM

The County of Amador (“County”) and the Department of Transportation and Public Works (“Department”) acknowledges the benefits of having its road crew employees (Employees”) possess a Class A Commercial Driver’s License.

California Commercial Driver’s License Process

On February 7, 2022, the Department of Motor Vehicles (DMV) implemented federal Entry Level Driver Training (ELDT) requirements for commercial driver’s license (CDL) applicants. ELDT must be conducted by a registered training provider listed on the federal Training Provider Registry (TPR).

Successful completion of ELDT is required on or after February 7, 2022, for applicants who are:

- Obtaining an original CDL (Class A or B);
- Upgrading an existing Class B CDL to a Class A CDL; or
- Obtaining a School Bus (S), Passenger (P), or Hazardous Materials (H) endorsement

In addition to the federal requirements, when applying for an original CDL (Class A or B) in California, the applicant must complete a minimum of 15 hours of behind-the-wheel training and submit a California Commercial Driver Behind The Wheel Training Certification (DL 1236) to the DMV as proof of completion prior to the issuance of their CDL.

After an applicant holds a commercial learner’s permit (CLP) for 14 days, he/she can apply to take the skills test to earn the CDL. This 14 day waiting period also applies to classification upgrades and endorsement/restriction changes that require a skills test.

To apply for a CDL:

- [Schedule a skills test appointment](#) (skills tests are not given without an appointment). The applicant may also call 1-800-777-0133 during the regular business hours (8 a.m.-5 p.m. Monday-Friday, excluding holidays) to make an appointment.
- Bring the type of vehicle(s) for the class the applicant wants to drive.
- Pass the skills test, which includes a vehicle inspection, basic control skills test, and road test. If an applicant fails any part of the skills test, all other testing will be postponed. An applicant has three tries to pass the skills test. The applicant must pay a retest fee each time he/she retakes the skills test.

County/Department Program

In order to help facilitate its employees with the acquisition of a Class A CDL, the County and Department offer to sponsor an employee's training and initial exam.

- The County/Department will finance the training of an employee to attend a Class A CDL training course in the Sacramento or Stockton area.
- The time taken during the employee's normal work hours to attend a Class A CDL training course and take the exam will be paid regular time. No overtime will be granted for such attendance. No employee leave time will be required.
- The County/Department is offering to sponsor each employee a single opportunity to obtain his/her Class A CDL. If an employee fails to successfully complete the training course or fails the exam, the first two (2) times the employee retakes the course and/or the exam will be at the time and expense of the County. For the third and any subsequent retaking of the course and/or exam will be at the shared expense of the employee and the County.
- Upon successful acquisition of a Class A CDL through the County/Department sponsored program, the employee agrees to maintain employment with the County/Department for a minimum of two (2) years for the date of acquiring the Class A CDL.
- If an employee either voluntarily terminates his/her employment with the Department within two (2) years of obtaining the Class A CDL through the County/Department sponsored program, the employee is subject to reimbursement to the County/Department for the cost of the training/exam and the cost of the time to attend the training/exam. If the employee voluntarily resigns his/her employment with the Department before the two (2) year commitment, a pro-rated calculation shall be used when determining the reimbursement amount owed. This pro-rate calculation shall include credit for the days worked within the two (2) year commitment status.
- The Department will allow two (2) employees at a time to acquire the Class A CDL through the County/Department sponsored program. If two or more employees wish to participate in this program at the same time, seniority will determine the order at which the employees will participate. For part-time employees, hours worked will be used to determine seniority.
- Employees will be allowed to utilize a county vehicle to and from the training in Sacramento or Stockton and if there are two (2) employees attending the program they will rideshare.

Side Letter of Agreement

Class A Commercial Driver's License Program

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Service Employees International Union, Local 1021 (hereinafter referred to as the "Union").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within what is commonly referred to as the "General Employee Unit" (hereinafter referred to as the "General Unit"). The terms set forth below amend the existing 2021-2024 MOU.

The County and its Department of Transportation and Public Works (hereinafter collectively referred to as "Department") acknowledge the benefits of having its road crew employees (hereinafter referred to as "Employees") possess a Class A Commercial Driver's License.

To encourage eligible Employees to obtain and maintain a Class A Commercial Driver's License, the Parties have agreed to implement a "Class A Commercial Driver's License Program" that will become effective upon adoption of this side letter by the Board of Supervisors ("hereinafter referred to as the "Board and will remain in effect until the conclusion of the contract term negotiated in 2024, unless extended by the County Administrative Officer. The County and the Union, have met and conferred and have agreed to this stand-alone side letter that will be in effect for the term agreed to and any extension thereof with terms as set forth below and hereby agree as follows:

III. MOU Amendment

Class A Commercial Driver's License Program

A. County/Department Program

In order to help facilitate its employees with the acquisition of a Class A CDL, the County and Department will implement the following program:

- The County/Department will finance the training of an employee to attend a Class A CDL training course in the Sacramento or Stockton area.
- The time taken during the employee's normal work hours to attend a Class A CDL training course and take the exam will be paid regular time. No overtime will be granted for such attendance. No employee leave time will be required.
- The County/Department is offering to sponsor each employee an opportunity to obtain his/her Class A CDL. If an employee fails to successfully complete the training course or fails the exam, the first two (2) times the employee retakes the course and/or the exam will be at the time and expense of the County. For the third and any subsequent retaking of the course and/or exam will be at the equally shared expense of the employee and the County.

- Upon successful acquisition of a Class A CDL through the County/Department sponsored program, the employee agrees to maintain employment with the County/Department for a minimum of two (2) years from the date of acquiring the Class A CDL.
- If an employee either voluntarily terminates their employment with the Department within two (2) years of obtaining the Class A CDL through the County/Department sponsored program, the employee is subject to reimbursement to the County/Department for the cost of the training/exam and the cost of the time to attend the training/exam. If the employee voluntarily resigns their employment with the Department before the two (2) year commitment, a pro-rated calculation shall be used when determining the reimbursement amount owed. This pro-rated calculation shall include credit for the days worked within the two (2) year commitment status.
- The Department will allow two (2) employees at a time to acquire the Class A CDL through the County/Department sponsored program. If two or more employees wish to participate in this program at the same time, County seniority will determine the order at which the employees will participate. For part-time employees, hours worked will be used to determine seniority.
- Employees will be allowed to utilize a County vehicle to and from the training in Sacramento or Stockton and if there are two (2) employees attending the program they will rideshare.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Amendment, including signatures, shall be deemed to constitute evidence of the Amendment having been executed.

IV. General Provisions

- A. This Side Letter of Agreement will take effect upon adoption by the Board and execution by the parties.
- B. The Side Letter of Agreement modified language herein will not be incorporated into any successor MOU by the Parties unless and until it has been negotiated, agreed to, ratified, and adopted.
- C. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[Signatures on next page]

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on _____, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By: _____
Chairperson, Board of Supervisors

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021:

By: _____
Cheryl Harris, SEIU Local 1021 Field Representative

Bill Petrone, SEIU Local 1021 Executive Director

Daniel Weddle, SEIU Local 1021 Amador Chapter President

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 30, 2024

SUBJECT

Deputy Sheriff's Association (DSA) Amendment to Side Letter of Agreement B

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, DSA President - Joseph Bresciani, Human Resources and Jarret Benov - Undersheriff

ATTACHMENTS

- [Memo DSA Side Letter.doc](#)
- [Resolution DSA for Side Letter 7.23.24.doc](#)
- [DSA Side Letter Agreement 2024_B_v1.docx](#)
- [DSA 7.01.2024 5% Amended 7.23.2024.pdf](#)
- [DSA 10.01.2025 3%.pdf](#)
- [DSA 10.1.2024 3%.pdf](#)
- [DSASideLetter.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: July 11, 2024

SUBJECT: Agenda Item for July 23, 2024 Board Consent Agenda
Deputy Sheriff Association (DSA) Side Letter of Agreement B - Amendment

The County and the Deputy Sheriff's Association have agreed to amend the County of Amador and the Amador County Deputy Sheriffs' Association Amendments and Extensions 2024 Side Letter of Agreement. The amended Side Letter of Agreement – B will increase all base wage ranges and rates by five percent (5%) of base wage rates in effect on June 30, 2024 for *all* classifications represented by DSA. It will be effective the pay period containing July 1, 2024.

Please approve the Side Letter of Agreement modified language and authorize the chairperson to sign.

If the Board does approve the Side Letter of Agreement the original negotiated terms will remain in effect.

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER) RESOLUTION NO. 24-
OF AGREEMENT B WITH THE AMADOR)
COUNTY DEPUTY SHERIFF’S ASSOCIATION (DSA))
AMENDMENTS)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Deputy Sheriff’s Association (DSA) as it relates to wages; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 23rd day of July, 2024 by the following vote:

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

Chairman, Board of Supervisors

ATTEST:

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

Deputy

2024 Side Letter of Agreement - B
County of Amador and the Amador County Deputy Sheriffs' Association
Amendment

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Amador County Deputy Sheriffs' Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2022-2026 Memorandum of Understanding and Side Letters of agreement (hereinafter, collectively referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Deputy Sheriffs' Association. The terms set forth below amend and extend the existing MOU. The Parties agree as follows:

III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in effect without change through the new term specified.
- B. Section 26 Wages, Sub-Section 26.17 of the MOU is hereby amended to read as follows:

...

26.17. Effective the pay period containing July 1, 2024, the County will increase all base wage ranges and rates by five percent (5%) of base wage rates in effect on June 30, 2024, for ~~the following~~***all*** classifications represented by the Association: ~~Corporal, Crime Analyst, Deputy Sheriff (Advanced), Deputy Sheriff (Basic), Deputy Sheriff (Intermediate), Deputy Sheriff Trainee.~~

...

IV. General Provisions

- A. This Side Letter of Agreement will take effect upon approval and adoption by the County Board of Supervisors.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[SIGNATURES ON NEXT PAGE]

APPENDIX B DEPUTY SHERIFF'S ASSOCIATION CLASSIFICATIONS AND WAGES

5% Wage Increase

Effective 7/01/2024

Amended 7/23/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
3664	Corporal	41.22	43.28	45.45	47.72	50.10	C
2978	Crime Analyst	34.36	36.08	37.88	39.78	41.76	C
3935	D.A. Investigator I (Advanced)	43.93	46.13	48.43	50.85	53.40	C
3531	D.A. Investigator I (Basic)	39.89	41.88	43.98	46.18	48.49	C
3729	D.A. Investigator I (Intermediate)	41.87	43.96	46.16	48.47	50.89	C
4394	D.A. Investigator II (Advanced)	48.52	50.95	53.49	56.17	58.98	C
3553	D.A. Investigator II (Basic)	40.11	42.12	44.22	46.43	48.75	C
4159	D.A. Investigator II (Intermediate)	46.17	48.48	50.90	53.45	56.12	C
3327	Deputy Sheriff (Advanced)	37.85	39.74	41.73	43.82	46.01	C
2978	Deputy Sheriff (Basic)	34.36	36.08	37.88	39.78	41.76	C
3149	Deputy Sheriff (Intermediate)	36.07	37.87	39.77	41.76	43.84	C
2635	Deputy Sheriff-Trainee	30.93	32.48	34.10	35.81	37.60	C

APPENDIX B
DEPUTY SHERIFF'S ASSOCIATION
CLASSIFICATIONS AND WAGES
3% Wage Increase
Effective 10/01/2025

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
3916	Corporal	43.74	45.93	48.22	50.63	53.17	C
3188	Crime Analyst	36.46	38.28	40.20	42.21	44.32	C
4203	D.A. Investigator I (Advanced)	46.61	48.94	51.39	53.96	56.65	C
3774	D.A. Investigator I (Basic)	42.32	44.44	46.66	48.99	51.44	C
3984	D.A. Investigator I (Intermediate)	44.42	46.64	48.97	51.42	53.99	C
4689	D.A. Investigator II (Advanced)	51.47	54.04	56.75	59.58	62.56	C
3797	D.A. Investigator II (Basic)	42.55	44.68	46.91	49.26	51.72	C
4440	D.A. Investigator II (Intermediate)	48.98	51.43	54.00	56.70	59.54	C
3557	Deputy Sheriff (Advanced)	40.15	42.16	44.27	46.48	48.80	C
3188	Deputy Sheriff (Basic)	36.46	38.28	40.20	42.21	44.32	C
3368	Deputy Sheriff (Intermediate)	38.26	40.17	42.18	44.29	46.51	C
2823	Deputy Sheriff-Trainee	32.81	34.45	36.17	37.98	39.88	C

APPENDIX B
DEPUTY SHERIFF'S ASSOCIATION
CLASSIFICATIONS AND WAGES
3% Wage Increase
 Effectivce 10/01/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
3788	Corporal	42.46	44.58	46.81	49.15	51.61	C
3082	Crime Analyst	35.40	37.17	39.03	40.98	43.03	C
4067	D.A. Investigator I (Advanced)	45.25	47.51	49.89	52.38	55.00	C
3651	D.A. Investigator I (Basic)	41.09	43.14	45.30	47.57	49.95	C
3854	D.A. Investigator I (Intermediate)	43.12	45.28	47.54	49.92	52.41	C
4539	D.A. Investigator II (Advanced)	49.97	52.47	55.09	57.85	60.74	C
3673	D.A. Investigator II (Basic)	41.31	43.38	45.54	47.82	50.21	C
4298	D.A. Investigator II (Intermediate)	47.56	49.94	52.43	55.06	57.81	C
3440	Deputy Sheriff (Advanced)	38.98	40.93	42.98	45.12	47.38	C
3082	Deputy Sheriff (Basic)	35.40	37.17	39.03	40.98	43.03	C
3257	Deputy Sheriff (Intermediate)	37.15	39.01	40.96	43.01	45.16	C
2727	Deputy Sheriff-Trainee	31.85	33.44	35.11	36.87	38.71	C

2024 Side Letter of Agreement - B
County of Amador and the Amador County Deputy Sheriffs' Association
Amendment

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and Amador County Deputy Sheriffs' Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2022-2026 Memorandum of Understanding and Side Letters of agreement (hereinafter, collectively referred to as the "MOU") setting forth terms and conditions of employment for certain County employees within the Deputy Sheriffs' Association. The terms set forth below amend and extend the existing MOU. The Parties agree as follows:

III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. The existing MOU will, in all other respects, remain in effect without change through the new term specified.
- B. Section 26 Wages, Sub-Section 26.17 of the MOU is hereby amended to read as follows:

...

26.17. Effective the pay period containing July 1, 2024, the County will increase all base wage ranges and rates by five percent (5%) of base wage rates in effect on June 30, 2024, for the following ***all*** classifications represented by the Association: ~~Corporal, Crime Analyst, Deputy Sheriff (Advanced), Deputy Sheriff (Basic), Deputy Sheriff (Intermediate), Deputy Sheriff Trainee.~~

...

IV. General Provisions

- A. This Side Letter of Agreement will take effect upon approval and adoption by the County Board of Supervisors.
- B. The written terms herein embody the entire Side Letter of Agreement between the Parties.

[SIGNATURES ON NEXT PAGE]

2024 Side Letter of Agreement - B
County of Amador and the Amador County Deputy Sheriffs' Association
Amendment

In witness hereof, this Side Letter of Agreement was approved and adopted by a vote of the Board of Supervisors on _____, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By: _____
Brian Oneto, Chairperson
Board of Supervisors

AMADOR COUNTY DEPUTY SHERIFFS' ASSOCIATION:

By: Joseph Bresciani
Joseph Bresciani, President

Brandon Largent 7/16/2024
Brandon Largent, Labor Consultant

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 30, 2024

SUBJECT

Public Health Nurse Status Change from Part-time to Full-time

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo - PHN Status Change PT to FT.doc](#)
- [BOS_Memo_Part-Time PHN to Full-time 7.24.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: July 16, 2024

SUBJECT: Agenda Item for July 23, 2024 Board Consent Agenda
Public Health – Public Health Nurse Status Change from Part-time to Full-time

The Public Health Director has requested to transition their current part-time Public Health Nurse to a full-time position. This request is timely, as a current part-time Public Health Nurse is set to retire at the end of July, and the transition to a full-time role will help mitigate the staffing gap that her departure will create.

Please consider approving the request to convert the part-time Public Health Nurse position to a full-time role effective August 4, 2024.

Failure to approve this transition will exacerbate the challenges faced by their department, which is already experiencing a critical shortage of certified Public Health Nurses.

Amador County Public Health Department

10877 Conductor Blvd. Suite #400
Sutter Creek, California 95685
Voice (209) 223-6407
Fax (209) 223-1562



MEMORANDUM

To: Board of Supervisors

From: Joanne Hasson, Public Health Director

Date: 07/11/2024

Re: **Approval of current part-time Public Health Nurse to full-time status.**

Public health is requesting approval to reclassify our part-time Public Health Nurse to full-time.

Public Health seeks approval to reclassify our part-time Public Health Nurse position to full-time. With only two part-time Public Health Nurses, one retiring at the end of July, we face a critical shortage of certified Public Health Nurses. This impacts our ability to fulfill grant requirements, many of which necessitate oversight by a Public Health Nurse.

Approving this reclassification is essential for maintaining vital services and ensuring the health and well-being of Amador County residents.

Staff Recommendation: Approve the reclassification from part-time Public Health Nurse to full-time.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: July 30, 2024

SUBJECT

General Services Administration: ITB 24-11 Dig Outs Project

Recommendation:

1) Award Invitation to Bid ITB 24-11 2024 Dig-Outs Project to George Reed, Inc., in an amount not to exceed \$241,249.00 and; 2) Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Transportation and Public Works Director's approval and; 3) Delegate authority to the Transportation and 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 Chairman to sign the agreement and release of claims upon completion of the project and authorize the Transportation and Public Works Director to release retention and final payment to the contractor.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Greg Gillott, Rich Vela

ATTACHMENTS

- [ITB 24-11 BOS Memo 7.15.24.pdf](#)
- [ITB 24-11 Bid Receipt Log 7.11.24.pdf](#)
- [ITB 24-11 Bid Evaluation Sheet.pdf](#)
- [ITB 24-11 Bid Estimate Summary Sheet RV.pdf](#)
- [ITB 24-11 Dept. Evaluation Memo.pdf](#)
- [ITB 24-11 Sample Const. Contract.pdf](#)


GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA 95654
PHONE: (209) 223-6377 **E-MAIL:** dwhitaker@amadorgov.org



MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Support Services Director 

DATE: July 18, 2024

RE: ITB 24-11 2024 Dig-Outs Project

Bids for ITB 24-11 2024 Dig-Outs Project were received, opened and read publicly on Thursday, July 11, 2024, at 1:30 PM. See attached Bid Receipt Log.

Eleven (11) bids were received. The bid submitted by the lowest bidder was from George Reed, Inc., located in Modesto, CA for \$241,249.00. The bid was evaluated, and determined to meet the county's needs and deemed responsive. See the attached memo from Rich Vela, Transportation and Public Works Director, with additional details of the evaluation of the bids.

In addition to our legal ads, nine hundred, fifty-five (955) notifications were emailed via Public Purchase. Forty-two (42) vendors accessed the information and eleven (11) vendors provided bids. Attached is the department evaluation memo, and bid estimate summary for the eleven (11) bids received.

Alternatives: None are recommended.

Fiscal or Staffing Impacts: Budgeted - SB1 Funding.

4/5ths Vote: N/A

Recommendation: **1)** Award Invitation to Bid ITB 24-11 2024 Dig-Outs Project to George Reed, Inc., in an amount not to exceed \$241,249.00 and; **2)** Authorize the Board Chairman to sign the construction contract based upon the standard sample contract (attached) contingent upon County Counsel and the Transportation and Public Works Director's approval and; **3)** Delegate authority to the Transportation and 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 Chairman to sign the agreement and release of claims upon completion of the project and authorize the Transportation and Public Works Director to release retention and final payment to the contractor.

Cc:	Chuck Iley, CAO	Attachments:	Bid/RFP Receipt Log
	Greg Gillott, County Counsel		Dept. Evaluation Memo
	Jon Hopkins, GSA Director		Bid Evaluation Sheet
	Rich Vela, Transportation and Public Works Director		Bid Estimate Summary
	file		Sample Construction 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 24-11

Project Title: 2024 DIG-OUTS PROJECT

BID/RFP DUE DATE: 7/11/2024

DUE TIME: 1:30 PM

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

PERSONNEL: Danielle Whitaker & Shantell Kinslee

No.	Vendor Information	Amount
1	Vendor Name: <u>Centerline Drilling</u> City/State: <u>Prineville, OR</u> Date/Time Received: <u>7-10-24 @ 10:00 am</u> Received By: <u>SK</u>	\$ <u>309,400.00</u>
2	Vendor Name: <u>Rock Morgan</u> City/State: <u>lone, CA</u> Date/Time Received: <u>7-11-24 @ 10:11 am</u> Received By: <u>SK</u>	\$ <u>329,767.00</u>
3	Vendor Name: <u>Tom Mayo Construction</u> City/State: <u>Stockton, CA</u> Date/Time Received: <u>7-11-24 @ 11:21 am</u> Received By: <u>SK</u>	\$ <u>411,018.00</u>
4	Vendor Name: <u>Vintage Paving Co.</u> City/State: <u>Winters, CA</u> Date/Time Received: <u>7-11-24 @ 1:04 pm</u> Received By: <u>SK</u>	\$ <u>423,698.00</u>

No.	Vendor Information	Amount
5	Vendor Name: <u>Doug Veer Kamp</u> City/State: <u>Cameron Park, CA</u> Date/Time Received: <u>7-11-24 @ 1:06 pm</u> Received By: <u>SK</u>	\$ <u>317,820.40</u>
6	Vendor Name: <u>United Pavement Maintenance</u> City/State: <u>Hughson, CA</u> Date/Time Received: <u>7-11-24 @ 1:09 pm</u> Received By: <u>SK</u>	\$ <u>438,242.40</u>
7	Vendor Name: <u>B&M Builders, Inc.</u> City/State: <u>Rancho Cordova, CA</u> Date/Time Received: <u>7-11-24 @ 1:13 pm</u> Received By: <u>SK</u>	\$ <u>299,908.80</u>
8	Vendor Name: <u>George Reed</u> City/State: <u>Modesto, CA</u> Date/Time Received: <u>7-11-24 @ 1:16 pm</u> Received By: <u>SK</u>	\$ <u>241,249.00</u>
9	Vendor Name: <u>Consolidated Engineering Inc.</u> City/State: <u>Valley Springs, CA</u> Date/Time Received: <u>7-11-24 @ 1:17 pm</u> Received By: <u>SK</u>	\$ <u>281,325.00</u>
10	Vendor Name: <u>Lucas Paving</u> City/State: <u>Martinez, CA</u> Date/Time Received: <u>7-11-24 @ 1:21 pm</u> Received By: <u>SK</u>	\$ <u>294,110.20</u>

No.	Vendor Information	Amount
11	Vendor Name: <u>Martin Brothers Construction</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>7-11-24 @ 1:26 pm</u> Received By: <u>SK</u>	\$ <u>356,223.00</u>
12	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
13	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
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: _____	\$ _____

BID EVALUATION - Exhibit A

July 11, 2024 - July 24, 2024

Bid Division: Transportation and Public Works

Project Name: 2024 DIG-OUTS PROJECT

Location: Martin Lane and Irish Hill Road

Bid No.: ITB 24-11

Note: Unless otherwise noted below, all bid packages were sealed and delivered to
GSA in Martell at or before 1:30 PM on July 11, 2024.
These bids will receive GSA Director review and consideration on: July 23, 2024 (Target date).

Apparent Low Bidder: George Reed

Bidder name	George Reed, Inc.	Consolidated Engineering, Inc.	JV Lucas Paving, Inc.	B & M Builders, Inc.
Bid Price (As submitted)	X	X	X	X
Bid Price (As confirmed by staff)	X	X	X	X
Bid Form Complete / Consistent	X	X	X	X
Bidder's Acknowledgment Form	X	X	X	X
Bidder's Bond	X	X	X	X
Signature Acknowledgement	X	X	X	X
Equal Employment Opportunity Cert. (Prime)	X	X	X	X
Equal Employment Opportunity Cert. (Subs - bidder due w bid subs due 4 days)	X	1	1	X
Public Contract Code	X	2	X	X
Sub-Contractor Listing	X	X	X	X
Contractors License	X	X	X	X
DUNS # provided	X	X	X	3
Prime Registered w DIR	X	X	X	X
Contact Info / Bid Signed	X	X	X	X
Subs Registered w/ DIR	X	X	X	X
Fleet Compliance Certification	X	X	X	X

x Submitted and Acceptable

Prepared by: V. Villa

Notes:

Information reviewed by GSA Director and the Transportation and Public Works Director

#1	EEO Certification for subcontractors not received.
#2	Public Contract Code Section 10285.1 Statement is not checked.
#3	DUNS # provided does not match the DUNS # from dun & bradstreet

BID ESTIMATE SUMMARY FOR:

ITB 24-11 - 2024 DIG-OUTS PROJECT

Federal-Aid Project: N/A		County Project Number: 3000-454524002				George Reed		Consolidated Engineering Inc.		JV Lucas Paving, Inc.		B & M Builders, Inc.		Centerline Drilling, Inc.		Doug Veerkamp General Engineering		Martin Brothers Construction		RD Morgan Construction, Inc.		Tom Mayo Construction, Inc.		Vintage Paving Company, Inc.		United Pavement Maintenance, Inc.		
ITEM NO.	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	
1	Mobilization	LS	1	\$ 29,000.00	\$ 29,000.00	\$ 11,000.00	\$ 11,000.00	\$ 27,350.00	\$ 27,350.00	\$ 25,000.00	\$ 25,000.00	\$ 31,625.00	\$ 31,625.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,260.00	\$ 50,260.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00	\$ 37,000.00	\$ 37,000.00	\$ 17,250.00	\$ 17,250.00	
2	Construction Surveying and Staking	LS	1	\$ 2,850.00	\$ 2,850.00	\$ 2,800.00	\$ 2,800.00	\$ 5,300.00	\$ 5,300.00	\$ 11,700.00	\$ 11,700.00	\$ 32,000.00	\$ 32,000.00	\$ 1,529.80	\$ 1,529.80	\$ 12,700.00	\$ 12,700.00	\$ 25,000.00	\$ 25,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 54,146.00	\$ 54,146.00	
3	Progress Schedule (Critical Path Method)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 2,175.00	\$ 2,175.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00	
4	Traffic Control System	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 14,700.00	\$ 14,700.00	\$ 22,000.00	\$ 22,000.00	\$ 17,500.00	\$ 17,500.00	\$ 17,000.00	\$ 17,000.00	\$ 19,300.00	\$ 19,300.00	\$ 23,750.00	\$ 23,750.00	\$ 16,000.00	\$ 16,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 21,750.00	\$ 21,750.00	
5	PCMS	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,700.00	\$ 3,400.00	\$ 2,400.00	\$ 4,800.00	\$ 1,750.00	\$ 3,500.00	\$ 1,000.00	\$ 2,000.00	\$ 770.00	\$ 1,540.00	\$ 4,975.00	\$ 9,950.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	
6	Roadway Excavation	CY	491	\$ 120.00	\$ 58,920.00	\$ 75.00	\$ 36,825.00	\$ 97.00	\$ 47,627.00	\$ 55.00	\$ 27,005.00	\$ 135.00	\$ 66,285.00	\$ 115.00	\$ 56,465.00	\$ 120.00	\$ 58,920.00	\$ 104.00	\$ 51,064.00	\$ 395.00	\$ 193,945.00	\$ 150.00	\$ 73,650.00	\$ 214.00	\$ 105,074.00	\$ 235.00	\$ 115,385.00	
7	Hot Mix Asphalt (Type A)	TON	750	\$ 200.00	\$ 150,000.00	\$ 203.00	\$ 152,250.00	\$ 195.00	\$ 146,250.00	\$ 225.00	\$ 168,750.00	\$ 160.00	\$ 120,000.00	\$ 255.00	\$ 191,250.00	\$ 230.00	\$ 172,500.00	\$ 225.00	\$ 168,750.00	\$ 160.00	\$ 120,000.00	\$ 300.00	\$ 225,000.00	\$ 295.00	\$ 221,250.00	\$ 237.00	\$ 177,750.00	
8	Aggregate Base (Class II)	CY	100	\$ 300.00	\$ 30,000.00	\$ 50.00	\$ 5,000.00	\$ 86.00	\$ 8,600.00	\$ 67.00	\$ 6,700.00	\$ 200.00	\$ 20,000.00	\$ 50.00	\$ 5,000.00	\$ 160.00	\$ 16,000.00	\$ 184.00	\$ 18,400.00	\$ 30.00	\$ 3,000.00	\$ 100.00	\$ 10,000.00	\$ 200.00	\$ 20,000.00	\$ 354.00	\$ 35,400.00	
9	Paint Traffic Stripe (2-coat)	LF	3,996	\$ 1.00	\$ 3,996.00	\$ 1.50	\$ 5,994.00	\$ 6.50	\$ 25,974.00	\$ 6.20	\$ 24,775.20	\$ 1.80	\$ 7,192.80	\$ 6.20	\$ 24,775.20	\$ 7.90	\$ 31,568.40	\$ 1.50	\$ 5,994.00	\$ 2.00	\$ 7,992.00	\$ 3.00	\$ 11,988.00	\$ 1.50	\$ 5,994.00	\$ 1.65	\$ 6,593.40	
10	Paint Traffic Marking (2-coat)	SQFT	22	\$ 3.00	\$ 66.00	\$ 40.00	\$ 880.00	\$ 42.00	\$ 924.00	\$ 40.00	\$ 880.00	\$ 48.00	\$ 1,056.00	\$ 40.00	\$ 880.00	\$ 51.00	\$ 1,122.00	\$ 40.00	\$ 880.00	\$ 100.00	\$ 2,200.00	\$ 40.00	\$ 880.00	\$ 40.00	\$ 880.00	\$ 44.00	\$ 968.00	
TOTAL					297,332.00	\$ 241,249.00	\$ 281,325.00	\$ 294,110.20	\$ 299,908.80	\$ 309,400.00	\$ 329,250.40	\$ 356,223.00	\$ 364,137.00	\$ 411,018.00	\$ 423,698.00	\$ 438,242.40												
					Proposal	\$ 241,249.00	Proposal	\$ 281,325.00	Proposal	\$ 294,110.20	Proposal	\$ 299,908.80	Proposal	\$ 309,400.00	Proposal	\$ 329,250.40	Proposal	\$ 356,223.00	Proposal	\$ 329,767.00	Proposal	\$ 411,018.00	Proposal	\$ 423,698.00	Proposal	\$ 438,242.40		



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: Richard Vela, Transportation and Public Works Director 

DATE: July 16, 2024

SUBJECT: Bid Evaluation
ITB 24-11, 2024 Dig-Out Project

The Department of Transportation and Public Works (Department) has reviewed the bids received for ITB 24-11 and attached the standard summary and evaluation forms. The Department received eleven (11) bids ranging from \$241,249.00 to \$438,242.40, with the apparent low bid submitted by George Reed, Inc. The advertised Engineer's Estimate for the project was \$300,000.00. The lowest bid received is approximately twenty (20) percent lower than the Engineer's Estimate. In addition, four (4) bids were lower than the Engineers Estimate with seven (7) bids above. The bid opening date for this project was July 11, 2024.

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. As is usually the case, there is a wide variation for the lump sum items of mobilization, construction staking and traffic control. These are areas where the contractor will sink dollars to cover risk and/or profit.
2. There was a wide variation for the roadway excavation item, with unit prices ranging from \$55/CY to \$235/CY, with one unit price of \$395/CY as an outlier. The variation of this item may be due to the distance and location for the disposal of the excavated material by the contractor. The outlier unit price of \$395/CY, I believe, may most likely be an error by the contractor.
3. The aggregate base unit price ranged from \$40/CY to \$354/CY. This may be due to the availability of the material to the contractor.

Upon completion of the evaluation, it has been determined that George Reed, Inc. is the contractor to award the project. George Reed, Inc. provided the required documentation and submitted the lowest responsible bid of \$241,249.00.

Please contact me with any concerns.

Attachments:

Bid Estimate Summary for ITB 24-11

ITB 24-11 Bid Evaluation Sheet

ITB 24-11 Contract

ITB 24-11 Bid Receipt

SAMPLE CONSTRUCTION CONTRACT

Bid No. 24-11

THIS CONSTRUCTION CONTRACT (this "Contract") is made this 30th day of July, 2024, by and between George Reed, Inc. ("Contractor"), whose place of business is at 140 Empire Ave, Modesto, Ca. 95354 and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

Bid No.: 24-11

Job Title: 2024 DIG-OUTS 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 2024 DIG-OUTS, 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.

- 2.4 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 \$241,249.00, 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 "GMP" 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. 24-11 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 and as subsequently revised;
- g) Agreement and Release of Any and All Claims;
- h) Contractor, Subcontractor and Subconsultant List;
- i) Notice to Proceed;
- j) Construction Performance Bond; and,
- k) Construction Labor and Material Payment Bond.

- 6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Specifications. In the event of a conflict between the Contract Specifications and the Caltrans standard specifications, the Contract Specifications shall prevail.

Article VII. Miscellaneous

- 7.1 Terms used in this Contract are defined in the Contract Specifications, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any party signing this Contract for or on behalf of the County or acting as an employee or representative of the County liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap,

mental condition, marital status or sex. The Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's committee on Equal Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

- 7.4 Title to Materials. All material resulting from removal work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 7.5 Assignment. This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 7.6 Contractor shall indemnify, defend (upon the request of the County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of the County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.
- 7.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at the County office, and shall be made available to any interested party on request.
- 7.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.

7.10 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.

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

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: _____

Title: _____

Federal I.D. number _____

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

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By: _____

By: _____

Board of Supervisors Agenda Item Report

Submitting Department: Risk Management

Meeting Date: July 30, 2024

SUBJECT

Risk Management: Workplace Violence Prevention Plan

Recommendation:

Approve the Workplace Violence Prevention Plan as required by Labor Code Section 6401.7.

4/5 vote required:

No

Distribution Instructions:

Risk Management

ATTACHMENTS

- [BOS memo WVPP.pdf](#)
- [DRAFT WPV-Plan-General-Industry.pdf](#)



RISK MANAGEMENT

Sarah Duarte, Risk Analyst

*County Administration Center * 810 Court Street * Jackson, California 95642
Telep/zone: (209) 223-6392 * Website: www.amadorgov.org
Email: sduarte@amadorgov.org*

TO: Board of Supervisors

FROM: Sarah Duarte, Risk Analyst

DATE: July 18,2024

RE: Workplace Violence Prevention Plan

Background: On September 30th, 2023 Governor Newsom signed Senate Bill 553, the Workplace Violence Prevention Act or WPA Act. The WPA Act amended Labor Code Section 6401.7, which requires most employers in California to develop and implement a comprehensive Workplace Violence Prevention Plan.

Subject: The enclosed program outlines the elements detailed in Labor Code Section 6401.9 of a Workplace Violence Prevention Plan required by Section 6401.7 specific to Amador County.

Alternatives:

Recommendation: Approve the Amador County Workplace Violence Prevention Plan

Attached for reference:

Amador County Workplace Violence Prevention Plan



Amador County Workplace Violence Prevention Plan

(WVPP)

SB 553

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WORKPLACE VIOLENCE PREVENTION PROGRAM for Amador County

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by [Labor Code \(LC\) section 6401.9](#).

Date of Last Review: July 1st, 2024

Date of Last Revision(s): July 1st, 2024

DEFINITIONS

Emergency - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log - The violent incident log required by LC section 6401.9.

Plan - The workplace violence prevention plan required by LC section 6401.9.

Serious injury or illness - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence - Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

- The following four workplace violence types:

Type 1 violence - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

Type 2 violence - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type 3 violence - Workplace violence against an employee by a present or former employee, supervisor, or manager.

Type 4 violence - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls - Procedures and rules which are used to effectively reduce workplace violence hazards.

RESPONSIBILITY

The County Administrative Officer has the authority and responsibility for implementing the provisions of this plan for Amador County. If there are multiple persons responsible for the plan, their roles will be clearly described below:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Chuck Iley	County Administrative Officer	Overall responsibility for the plan; <i>Chuck approves the final plan and any major changes to be sent to the Board of Supervisors</i>	(209)223-6470	ciley@amadorgov.org
Lisa Gaebe	Human Resources Director (Workplace Violence Prevention Plan Administrator)	Responsible for employee and employee representative involvement and participation in the implementation of the plan; <i>Lisa organizes the involvement of the employees and employee representatives in the development and modification of the plan as needed, including meetings, and handles any reports of workplace violence and administers the plan</i>	(209) 223-6473	lgaebe@amadorgov.org
Sarah Duarte	Risk Analyst	Initial Implementation, Initial Training and ongoing training when the plan changes; <i>Sarah conducts initial plan implementation training, training when the plan has been modified and handles questions or concerns related to the plan or plan training.</i>	(209) 223-6392	sduarte@amadorgov.org
Department Heads		Responsible for Hazard Identification, Hazard Mitigation and Employee Response; <i>Department Heads will be responsible for identifying hazards, addressing hazards identified to them and communication with employees about the response. As well as information about the plan.</i>		

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and answering employee questions about the WVPP.

EMPLOYEE ACTIVE INVOLVEMENT

The County of Amador (“County”) ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.
 - The County will have quarterly safety meetings with an employee from each County building to discuss identification of workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and formulate ways to correct them.
 - Employees have the ability to report on the internal website, reporting anonymously if they choose, by using the “Employee Safety Hazard Report” to submit any concerns and their suggestions on how to resolve those concerns.
 - Designing and implementing training
 - Employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials, if applicable.
 - Reporting and investigating workplace violence incidents.
 - Employees are encouraged to evaluate the reporting processes and make suggestions to improve timely and effective reporting.
- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

EMPLOYEE COMPLIANCE

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, include at a minimum:

- Training employees, supervisors, and managers in the provisions of the Amador County Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace by acknowledging their ability to assist the department in attaining this goal.
- Discipline employees for failure to comply with the WVPP according to the employees’ specific discipline procedure under their respective Memorandum of Understanding (MOU).

COMMUNICATION WITH EMPLOYEES

We recognize that open, two-way communication between our management, staff, and other departments, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs may include but not be limited to the following:
 - Amador County Sheriff's office Active Shooter training
 - Vector Solutions:
 - Workplace Violence
 - Active Shooter and other Targeted Acts of Violence
 - Targeted Violence Considerations
 - Customer Service
 - Workplace Bullying
 - Anger, Violence and Conflict in the Workplace
- The County quarterly Safety Committee meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns.
 - Employees have direct access to communicate through a variety of forms of communication such as email, in person and by phone to their respective Department Head/Supervisor without fear of reprisal or adverse action.
- Posted or distributed workplace violence prevention information.
- Employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
 - Employees may call for emergency response, if warranted, by dialing -9-1-1 from an office landline or from a cellular device.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken up to and including:
 - Updates on the status of investigations and corrective actions are provided to employees through email and at safety committee meetings. These updates may include information about the progress of investigations, the results of investigations, and any corrective actions taken.
 - Updates during daily/weekly/monthly/quarterly meetings with other employers in the building (at or near and around the same worksite) to discuss the plan and any updates. These meetings may involve sharing updates to the plan, discussing recent incidents, and coordinating training sessions.
 - Sharing training materials and incident reports with other employers at a particular worksite to ensure a coordinated response to any incidents.

COORDINATION WITH OTHER EMPLOYERS

The County will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees of other employers contained within County buildings will be trained on the County's workplace violence prevention plan.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, the County will ensure that if its employees experience workplace violence incidents that the County will record the information in a violent incident log and shall also provide a copy of that log to the controlling employer.
- Other employers located within County buildings will be given the opportunity to attend the County Safety Committee meetings to provide input regarding the plan or workplace violence incidents.

WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE

The County will implement the following effective procedures to ensure that reporting is made timely and accurately:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by filling out the Workplace Violence Incident Log located on the County Safety website. If that's not possible, employees will report incidents directly to the WVPP administrator, the Human Resources Director by any other form of communication such as email, text or phone.

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively.

EMERGENCY RESPONSE PROCEDURES

The County of Amador has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:
 - Email Communication – The most readily available form of quick, mass communication is emailing. Employees are grouped in specific buildings. (i.e. All-CAC, All-HHS, All-LIB, All-GSA)
 - Personal Cell Phones – All departments should keep a list of employees' personal cellular phone numbers in the event a situation would warrant communication by alerting employees to stay away from the worksite.
 - RAVE – Employees are able to sign up for emergency alerts around or in their worksite through the Amador County Sheriff's office Emergency alert system. This can be accomplished by visiting the website, <https://www.smart911.com/smart911/ref/login.action?pa=amadorgov> and indicating where they would like to receive alerts to.

Alarm systems and PA announcements, if available, will be used to alert employees of emergencies.

- The County will have evacuation or sheltering plans. Each building is unique in its floor plan and shall maintain its own evacuation plan. The evacuation plans may include maps of evacuation routes, locations of emergency exit, and instructions for sheltering in place.

- How to obtain help from staff or law enforcement. Depending on the severity of the incident and if circumstances warrant it, employees should first make their supervisor aware of any incident, from there the Supervisor may be able to determine if Law Enforcement should be involved. If the Supervisor is unavailable and there is immediate danger, Law Enforcement may be contacted by dialing **9-1-1 from internal office lines or personal cellular devices**, and then notify the Supervisor and WVPP Administrator, as soon as possible thereafter.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Department Head or Supervisor		Responsible for emergency response, hazard identification, and coordination with other employers; Department Head/Supervisor conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.		
Lisa Gaebe	WVPP Administrator		(209) 223-6456	lgaebe@amadorgov.org

WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by The County of Amador to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazards.

Review all submitted/reported concerns of potential hazards - These submittals/reports come from the following sources:

- Employees can report anonymously if they choose by utilizing the Employee Hazard Report (located on the internal website, Departments>Risk Management>Safety>Employee Safety Hazard Report)
- Workplace Violence Hazards suggestion box
- Voicemail/email/text messages to Department heads/Supervisors
- Reports from any outside employee representatives

Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted: as necessary when a hazard is newly identified or reported, or following the occurrence of a workplace violence incident.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Department Head/Supervisor	The Direct area the hazard exists in their department
Sarah Duarte, Risk Analyst	Common areas, parking lots

Inspections for workplace violence hazards include assessing:

- The exterior and interior of the workplace for its attractiveness to violent crimes.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.

- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. The County will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s), all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection. This applies to all employees in the direct vicinity of the violent incident, up to and including those that may be involved in the incident to avoid undue harm to employees. All corrective actions taken will be documented and dated on the appropriate forms.
- Corrective measures for workplace violence hazards will be specific to a given work area and the nature of the violence. Corrective measures may include the following:
 - Make the workplace unattractive to criminals by:
 - Improve lighting around and at the workplace.
 - Posting of signs notifying the public that cameras are monitoring the facility.
 - Utilize surveillance measures, such as cameras and mirrors, to provide information as to what is going on outside and inside the workplace and to dissuade criminal activity.
 - Install security surveillance cameras in and around the workplace.
 - Provide workplace violence systems, such as door locks, violence windows, physical barriers, emergency alarms and restraint systems by:
 - Post emergency telephone numbers for law enforcement, fire, and medical services
 - Control access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
 - Install effective systems to warn others of a violence danger or to summon assistance, e.g., alarms or panic buttons.
 - Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
 - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
 - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.

- Improve how well our establishment's management and employees communicate with each other.
 - Procedures for reporting suspicious persons, activities, and packages.
 - Provide/review employee, supervisor, and management training on emergency action procedures.
- Ensure adequate employee escape routes.
 - Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence. Keep employees aware through email communication to all employees in a particular worksite of possible threats which may result in an act of violence.
 - Ensure that employee disciplinary and discharge procedures address the potential for workplace violence. Referred to in each Employees Memorandum of Understanding Disciplinary procedures.
 - Ensure employees follow established policies for prohibited practices such as the Alcohol and Drug free workplace policy, the standards of conduct in the employee handbook and all other applicable standards.
 - Limit the amount of cash on hand and use time access safes for large bills in departments who manage cash.
 - Provide procedures for a "buddy" system for specified emergency events.

PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel. Use **Exhibit A**: Witness Statement form
- Review security footage of existing security cameras if applicable.
- Examine the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include the following information: (See **Exhibit B** Violent Incident Log. Also located electronically on the internal County website under Departments>Risk Management>Safety>Workplace Violence Incident Log)
 - The date, time, and location of the incident.

- The workplace violence type or types involved in the incident.
- A detailed description of the incident.
- A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
 - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
 - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
 - Threat of physical force or threat of the use of a weapon or other object.
 - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
 - Animal attack.
 - Other.
- Consequences of the incident, including, but not limited to:
 - Whether security or law enforcement was contacted and their response.
 - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
 - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.
- Provide support and resources, such as counseling services, to affected employees which may include onsite availability, referrals to counseling services, information about the employee assistance program, and time off work if necessary.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

The County will provide employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures the County has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities the County has for interactive questions and answers with a person knowledgeable about the Amador County Workplace Violence Prevention plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
 - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
 - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

EMPLOYEE ACCESS TO THE WRITTEN WVPP

The County ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.

- We will provide unobstructed access through our training platform, Vector Solutions, our internal Safety website, which allows an employee to review, print, and email the current version of the written WVPP.

RECORDKEEPING

The County will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
 - Training dates.
 - Contents or a summary of the training sessions.
 - Names and qualifications of persons conducting the training.
 - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
 - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by [LC section 6401.9\(f\)](#), shall be made available to Cal/OSHA upon request for examination and copying.

EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

REVIEW AND REVISION OF THE WVPP

The County of Amador WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of the County's WVPP should include, but is not limited to:
 - Review of incident investigations and the violent incident log.
 - Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).

- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. These revisions may involve changes to procedures, updates to contact information, and additions to training materials.

EMPLOYER REPORTING RESPONSIBILITIES

As required by [California Code of Regulations \(CCR\), Title 8, Section 342\(a\). Reporting Work-Connected Fatalities and Serious Injuries](#), the County will immediately report to Cal/OSHA any serious injury or illness (as defined by [CCR, Title 8, Section 330\(h\)](#)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

I, Chuck Iley, County Administrative Officer, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan.

EXHIBIT B

VIOLENT INCIDENT LOG

This log must be used for every workplace violence incident that occurs in our workplace. It may be filled out using the paper submission or using the electronic form located on the internal website. At a minimum, it will include the information required by LC section 6401.9(d).



Amador County Workplace Violence Incident Log

Section 1: Information About the Individual Completing This Log

Name: _____

Job Title: _____

Date Completed: _____

Section 2: Information About the Incident

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Classify the nature of the location (e.g., workplace, parking lot, area outside of workplace, or other area):

Workplace Violence Type (Check one box):

Type 1 – Violence committed by a person who has no legitimate business at the workplace.

Type 2 – Violence committed by a customer, client, patient, student, inmate or visitor.

Type 3 – Violence committed by a present or former employee, supervisor or manager.

Type 4 – Violence committed by a nonworker with a personal relationship with the employee.

Classify the type of person committing the violence (e.g., customer/client or their family member, coworker, spouse, parent or other family member or stranger with criminal intent):

Type of Incident (Check all boxes that apply):

Physical attack without a weapon (e.g., punching, kicking, spitting, biting, choking, grabbing or pushing).

Attack with a weapon or other object (e.g., firearm or knife).

Threat of physical force or use of weapon or other object.

Sexual assault or threat of sexual assault (e.g., rape, attempted rape, or physical display).

Animal attack.

Other:

Describe the incident in detail* (use additional sheets as needed):

*The description must include a classification of circumstances including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed in their duties, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in a new or unfamiliar location.

Workplace Violence Incident Log

Section 3: Consequences of the Incident

Check this box if security or law enforcement were contacted.

If you checked the box above, complete a description of their response:

Identify below all actions taken to protect employees from a continuing threat of violence or any other hazards identified as a result of this incident:

Identify any other consequences, if any, of this incident, i.e. injuries to employees, members of the public and the nature and severity of those injuries:

I attest that the information is true, accurate and complete to the best of my knowledge:

Signature

Date

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: July 30, 2024

SUBJECT

Seventh Amendment to the Contract for Medical Services for Inmates of Amador County Adult Detention Facility.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

ACSO, File

ATTACHMENTS

- [CFMG.pdf](#)

**SEVENTH AMENDMENT
TO THE CONTRACT FOR MEDICAL SERVICES
FOR INMATES OF
AMADOR COUNTY ADULT DETENTION FACILITY
(Effective July 1, 2024)**

This Seventh Amendment, effective July 1, 2024 (this “Amendment”), to the Contract for Medical Services for Inmates of Amador County Adult Detention Facility, dated July 1, 2008, as amended (the “Agreement”) is by and between California Forensic Medical Group, Inc. (“CFMG”) and the County of Amador (“County”).

WHEREAS, effective July 1, 2024, the Parties desire to amend the Agreement to increase compensation for the 2024-2025 renewal year pursuant to Section 3.02, and

WHEREAS, the Agreement automatically renews on July 1st of each year pursuant to Section 1.01; and

WHEREAS, the Parties agree to increase compensation for the 2024-2025 renewal year pursuant to Section 3.02; and

WHEREAS, in accordance with Section 9.01, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO ARTICLE III, SECTION 3.01 OF AGREEMENT.** The Agreement shall be amended by deleting Article III, Section 3.01 in its entirety and inserting the following language in lieu thereof:

Section 3.01. In consideration for the services to be performed by the Contractor, County agrees to pay Contractor the sum of One Million Three Hundred Thirty-Six Eight Hundred Thirteen Dollars and Zero Cents (\$1,336,813.00) for services to the inmate population for the period July 1, 2024, through June 30, 2025, in twelve equal installments on or before the tenth day of each month. Each monthly installment will be One Hundred Eleven Thousand Four Hundred One Dollars and Nine Cents (\$111,401.09). County shall receive a 5% discount for payment of the twelve-monthly installments if paid in a single lump sum payment on or before July 31, 2024. The lump sum payment discount shall reduce the annual payment amount for services performed by Contractor to One Million Two Hundred Sixty-Nine Nine Hundred Seventy-Two Dollars and Thirty-Five Cents (\$1,269,972.35). This flat rate is subject to the annual price adjustment discussed in section 3.02 below.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances

other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

- 4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
- 5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

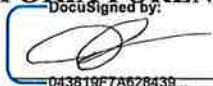
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

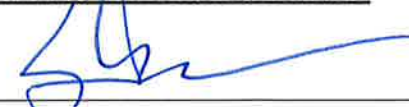
COUNTY OF AMADOR

By: _____
 Name: _____
 Title: Chairman, Board of Supervisors
 Date: _____


CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By:  _____
DocuSigned by:
043619F7A628439...
 Name: Grady Judson Bazzel, MD
 Title: President
 Date: 7/1/2024

APPROVED AS TO FORM:



 Sheriff
 County of Amador



 County Counsel
 County of Amador

ATTEST:

 Clerk, Board of Supervisors
 County of Amador

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 30, 2024

SUBJECT

Probation Officers' Side Letter of Agreement

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources, Probation, and Josh Huggett - President Probation Officers Association

ATTACHMENTS

- [Memo POA Side Letter.doc](#)
- [Resolution POA for Side Letter 7.23.24.doc](#)
- [Amador_County_POA_SL_Agmt_Contract_Amend_Ext_2024_v1.docx](#)
- [POA 10.01.2024 3% Amended 7.30.2024.pdf](#)
- [POA 10.01.2025 3% Amended 7.30.2024.pdf](#)
- [POA 7.01.2024 5%.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: July 24, 2024

SUBJECT: Agenda Item for July 30, 2024 Board Consent Agenda
Probation Officers' Association Side Letter of Agreement - Amendment and Extension

The County and the Probation Officers' Association have agreed that in addition to the general wage increases that have been negotiated and outlined in the Parties' 2021-2025 Memorandum of Understanding (MOU) and Side Letters of Agreement, the County will provide an additional general wage increase in 2024 and a wage increase in 2025. The Side Letter also amends Section 19.23 regarding arbitration costs and extends the MOU for an additional year (new contract term 2021-2026).

-

Please approve the Side Letter of Agreement modified language and authorize the chairperson to sign.

If the Board does approve the Side Letter of Agreement the original negotiated terms will remain in effect.

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

IN THE MATTER OF:

RESOLUTION APPROVING SIDE LETTER) RESOLUTION NO. 24-
OF AGREEMENT WITH THE AMADOR COUNTY)
PROBATION OFFICERS' ASSOCIATION (POA))
AMENDMENTS AND EXTENSION)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Side Letter of Agreement between the County of Amador and the Probation Officers' Association (POA) as it relates to wages, arbitration costs and extending the term of the contract; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 30th day of July, 2024 by the following vote:

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

NOES: None

ABSENCE: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

2024 Side Letter of Agreement
County of Amador and Amador County Probation Officers' Association
Amendments and Extension

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the County of Amador (hereinafter referred to as the "County") and the Probation Officers Association (hereinafter referred to as the "Association").

II. Background

The Parties are the signatories to a 2021-2025 Memorandum of Understanding and Side Letters of Agreement (hereinafter referred to collectively as the "MOU") setting forth terms and conditions of employment for certain County employees within the Probation Officers Association. The terms set forth below amend and extend the existing MOU. The Parties agree as follows:

III. MOU Amendments

A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g., ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix B Classification and Wages, attached hereto and referred to below, will replace the existing Appendix B Classification and Wages. The existing MOU will, in all other respects, remain in effect without change through the new term specified below.

B. Section 1 Agreement, Sub-Section 1.4. of the MOU is hereby amended to read as follows:

1.4 Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, 2021, through September 30, 2023~~6~~, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2023~~6~~, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the Association in accordance with the provisions of this Agreement, and of the California Government Code §§3500-3510, or its successors.

C. Section 19 Disciplinary Actions , Sub-Section Costs 19.23. of the MOU is hereby amended to read as follows:

19.23 ~~The Arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties shall equally split the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.~~ ***All fees and expenses of arbitration, including the cost of a court reporter if utilized, shall be shared equally by the County and the Association; provided, however, that each party shall pay for the presentation of its case. If the Association elects not to pay for the arbitration, and the employee still elects to proceed to arbitration, the employee will be required to pay the Association's half. If the employee elects to proceed without the Association, then the employee shall pay a deposit equal to two (2) days of Arbitrator fees at the time the County and employee select the arbitrator. The deposit shall be held by the arbitrator unless the parties agree otherwise. If the parties do not agree and the arbitrator cannot accommodate holding the deposit,***

the deposit shall be provided to the County Auditor to be held by the Treasurer. In no event will the County pay more than half the total expenses.

All fees associated with cancellation of arbitration shall be borne by the party requesting cancellation. If the County and the employee mutually agree upon cancellation of arbitration the fees associated with cancellation shall be split evenly between the parties.

D. Section 26, Sub-Section 26.14 of the MOU is hereby amended to read as follows:

26.14. The wage schedule in the attached Appendix B governing base wage rates, reflects a base wage rate increase of three and one-half percent (3.5%) of September 30, 2021, base wage rates, effective September 19, 2021. A base wage rate increase of six percent (6%) of August 31, 2022, base wage rates, effective the pay period containing October 1, 2022. A base wage rate increase of three percent (3%) of August 31, 2023, base wage rates, effective the pay period containing October 1, 2023. ***A base wage rate increase of five percent (5%) of June 30, 2024, base wage rates, effective the pay period containing July 1, 2024.*** A base wage rate increase of three percent (3%) of August 31, 2024, base wage rates, effective the pay period containing October 1, 2024. ***A base wage rate increase of three percent (3%) of August 31, 2025, base wage rates, effective the pay period containing October 1, 2025.***

E. Section 27, Sub-Sections 27.1 and 27.2 of the MOU are hereby amended to read as follows:

27.1. Either the Association, or the County, shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations not earlier than June 1, 202~~5~~**6**, and not later than August 1, 202~~5~~**6**.

27.2. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, 202~~5~~**6**; provided, however, that neither the Association, nor the County, shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, 202~~5~~**6**.

H. Section 28, Sub-Section 28.1 of the MOU is hereby amended to read as follows:

28.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on adoption by the Board of Supervisors and signing by its Chair and Chief Probation Officer, and shall remain in effect through September 30, 202~~5~~**6**. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, 202~~5~~**6**, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

...

IV. General Provisions

- A. Upon adoption of this Side Letter of Agreement by the County Board of Supervisors, the Parties' respective duty to meet and confer over wage increases, as provided in the Parties' MOU prior to amendment as set forth above, shall be deemed to have been exhausted and concluded.
- B. This Side Letter of Agreement will take effect upon approval and adoption by the County Board of Supervisors.
- C. The Side Letter of Agreement modified language herein will be incorporated into any successor MOU by the Parties.
- D. The written terms herein embody the entire Side Letter of Agreement between the Parties.
- E. Section 19.23 shall apply to any discipline in which the employee receives the Section 19.8 Notice of Discipline after the adoption date listed below.

[Signatures on next page]

In witness hereof, this Side Letter of Agreement was ratified and adopted by a vote of the Board of Supervisors on _____, 2024.

COUNTY OF AMADOR, CALIFORNIA:

By: _____
 Brian Oneto Chairperson, Board of Supervisors

PROBATION OFFICERS ASSOCIATION:

By: _____
 President, Probation Officers Association

PROBATION ASSOCIATION CLASSIFICATIONS AND WAGES

3 % Wage Increase

Effective 10/01/2024

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
2387	Deputy Probation Officer I	28.45	29.87	31.37	32.93	34.58	C
2983	Deputy Probation Officer II	34.41	36.13	37.94	39.83	41.83	C
3478	Deputy Probation Officer III	39.36	41.33	43.39	45.56	47.84	C
1818	Probation Aide	22.76	23.90	25.09	26.35	27.66	C
3870	Probation Unit Supervisor	43.28	45.44	47.72	50.10	52.61	C

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

Under FLSA column

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

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

PROBATION ASSOCIATION CLASSIFICATIONS AND WAGES

3 % Wage Increase

Effective 10/01/2025

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
2472	Deputy Probation Officer I	29.30	30.77	32.30	33.92	35.61	C
3086	Deputy Probation Officer II	35.44	37.21	39.07	41.03	43.08	C
3597	Deputy Probation Officer III	40.55	42.58	44.71	46.94	49.29	C
1887	Probation Aide	23.45	24.62	25.85	27.15	28.50	C
4000	Probation Unit Supervisor	44.58	46.81	49.15	51.61	54.19	C

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

Under FLSA column

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

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

PROBATION ASSOCIATION CLASSIFICATIONS AND WAGES

5 % Wage Increase

Effective 7/1/2024
(Amended 7/30/2024)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
2304	Deputy Probation Officer I	27.62	29.00	30.45	31.97	33.57	C
2883	Deputy Probation Officer II	33.41	35.08	36.83	38.68	40.61	C
3364	Deputy Probation Officer III	38.22	40.13	42.14	44.24	46.46	C
1752	Probation Aide	22.10	23.21	24.37	25.58	26.86	C
3744	Probation Unit Supervisor	42.02	44.12	46.33	48.64	51.08	C

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

Under FLSA column

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: July 30, 2024

SUBJECT

Consolidated salary schedule

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, and Human Resources

ATTACHMENTS

- [Memo-updated Consolidated Salary Schedule.doc](#)
- [Consolidated Salaries 10.1.2023 Amended 7.30.2024.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: July 24, 2024

SUBJECT: Agenda Item for July 30, 2024 Board Consent Agenda
Consolidated Salary Schedule

The revised Consolidated Salary Schedule effective July 30, 2024, includes the following adjustments:

- Deputy Sheriff's Association Specified Classifications: 5% base pay increase per side letter agreement.
- Sheriff's Office Mid-Management Association Specified Classifications: 5% base pay increase per side letter agreement.
- Probation Officers' Association Classifications: 5% base pay increase per side letter agreement.
- Medical Case Management Registered Nurse: Range, pay rate and FLSA designation correction.
- Program Manager – Special Prosecutions Unit: Added to Consolidated Wage Plan. It was omitted previously.

Failure by the Board to approve these updates to the Consolidated Wage Plan will result in non-compliance 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 7/30/2024)
 * Effective 7/1/2024

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
1389	01	Account Clerk I (IMS)*	18.47	19.39	20.36	21.38	22.45	C
1574	01	Account Clerk II (IMS)*	20.32	21.34	22.40	23.52	24.70	C
1828	01	Account Clerk III (IMS)*	22.86	24.00	25.20	26.46	27.79	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
2001	01	Accounting Technician (IMS)*	24.59	25.82	27.11	28.47	29.89	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
4045	01	Adult Services Program Manager (IMS)*	45.03	47.28	49.65	52.13	54.73	E
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

3023	011	Behavioral Health Non-Clinical Program Coordinator	34.81	36.55	38.38	40.30	42.31	**
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
5999	022	Captain*	64.57	67.80	71.19	74.75	78.49	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
5099	022	Chief Deputy Probation Officer*	55.57	58.35	61.27	64.33	67.55	E
N/A	042	Chief Deputy Treasurer/Tax Collector	\$41.76/hr					E
2997	01	Chief Fiscal Supervisor (IMS)*	\$34.55	\$36.28	\$38.09	\$40.00	\$42.00	C
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
3664	021	Corporal*	41.22	43.28	45.45	47.72	50.10	C
1549	02	Correction Assistant	20.07	21.07	22.13	23.23	24.40	C
5691	022	Correctional Captain*	61.49	64.56	67.79	71.18	74.74	E
2634	02	Correctional Corporal	30.92	32.47	34.09	35.79	37.58	C
4234	022	Correctional Lieutenant*	46.92	49.27	51.73	54.32	57.03	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*	\$108.72/hr					E
N/A	04	County Counsel	\$90.00/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
2978	021	Crime Analyst*	34.36	36.08	37.88	39.78	41.76	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 I	32.14	33.75	35.43	37.21	39.07	C
3078	01	Crisis Services Counselor II	35.36	37.13	38.98	40.93	42.98	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
5999	022	D A Investigator, Chief (Advanced)*	64.57	67.80	71.19	74.75	78.49	E
5689	022	D A Investigator, Supervising*	61.47	64.54	67.77	71.16	74.72	E
3935	021	D.A. Investigator I (Advanced)*	43.93	46.13	48.43	50.85	53.40	C
3531	021	D.A. Investigator I (Basic)*	39.89	41.88	43.98	46.18	48.49	C
3729	021	D.A. Investigator I (Intermediate)*	41.87	43.96	46.16	48.47	50.89	C
4394	021	D.A. Investigator II (Advanced)*	48.52	50.95	53.49	56.17	58.98	C
3553	021	D.A. Investigator II (Basic)*	40.11	42.12	44.22	46.43	48.75	C
4159	021	D.A. Investigator II (Intermediate)*	46.17	48.48	50.90	53.45	56.12	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
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
2304	025	Deputy Probation Officer I*	27.62	29.00	30.45	31.97	33.57	C
2883	025	Deputy Probation Officer II*	33.41	35.08	36.83	38.68	40.61	C
3364	025	Deputy Probation Officer III*	38.22	40.13	42.14	44.24	46.46	C

2170	01	Deputy Public Conservator/Guardian/Administrator I	26.28	27.59	28.97	30.42	31.94	C
2564	01	Deputy Public Conservator/Guardian/Administrator II	30.22	31.73	33.32	34.98	36.73	C
3327	021	Deputy Sheriff (Advanced)*	37.85	39.74	41.73	43.82	46.01	C
2978	021	Deputy Sheriff (Basic)*	34.36	36.08	37.88	39.78	41.76	C
3149	021	Deputy Sheriff (Intermediate)*	36.07	37.87	39.77	41.76	43.84	C
2635	021	Deputy Sheriff-Trainee*	30.93	32.48	34.10	35.81	37.60	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
	04	Director of Social Services	\$68.69/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
3546	01	Eligibility Program Manager (IMS)*	40.04	42.04	44.14	46.35	48.67	E
1473	01	Eligibility Specialist I (IMS)*	19.31	20.28	21.29	22.35	23.47	C
1665	01	Eligibility Specialist II (IMS)*	21.23	22.29	23.41	24.58	25.81	C
1882	01	Eligibility Specialist III (IMS)*	23.40	24.57	25.80	27.09	28.44	C
2606	01	Eligibility Supervisor (IMS)*	30.64	32.17	33.78	35.47	37.24	C
4330	022	Emergency Services Program Manager*	47.88	50.27	52.79	55.43	58.20	C
2750	01	Employment and Training Supervisor (IMS)*	32.08	33.68	35.37	37.14	38.99	C
1927	01	Employment and Training Worker I (IMS)*	23.85	25.04	26.29	27.61	28.99	C
2165	01	Employment and Training Worker II (IMS)*	26.23	27.54	28.92	30.36	31.88	C
2426	01	Employment and Training Worker III (IMS)*	28.84	30.28	31.80	33.39	35.06	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*	\$85.82/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
3356	01	Housing Services Program Manager (IMS)*	38.14	40.05	42.05	44.15	46.36	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
2497	01	Library Supervisor	29.55	31.03	32.58	34.21	35.92	C
1570	01	Library Technician	20.28	21.29	22.36	23.48	24.65	C
2919	011	Licensed Vocational Nurse	33.77	35.46	37.23	39.09	41.05	C
5690	022	Lieutenant*	61.48	64.55	67.78	71.17	74.73	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
3075	01	Medical Case Management Registered Nurse*	35.33	37.10	38.95	40.90	42.94	E
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
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
1227	01	Office Assistant I (IMS)*	16.85	17.69	18.58	19.51	20.48	C
1393	01	Office Assistant II (IMS)*	18.51	19.44	20.41	21.43	22.50	C
1579	01	Office Assistant III (IMS)*	20.37	21.39	22.46	23.58	24.76	C
2247	01	Office Assistant Supervisor (IMS)*	27.05	28.40	29.82	31.31	32.88	C
2126	01	Outreach Specialist	25.84	27.13	28.49	29.91	31.41	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
1752	025	Probation Aide*	22.10	23.21	24.37	25.58	26.86	C
N/A	04	Probation Officer, Chief	\$80.04/hr					E
3744	025	Probation Unit Supervisor*	42.02	44.12	46.33	48.64	51.08	C
N/A	042	Program Manager - Special Prosecutions Unit	\$74.26/hr					E
3021	01	Property Tax and Accounting Analyst	34.79	36.53	38.36	40.27	42.29	C
2269	02	Property/Evidence Technician	27.27	28.63	30.07	31.57	33.15	C
N/A	042	Psychiatrist	\$195.08/hr					E
N/A	042	Psychiatrist-Drug Medical Stipend	\$220.65/hr					E
3342	01	Public Conservator/Guardian/Administrator	38.00	39.90	41.90	43.99	46.19	E
N/A	04	Public Health Director	\$68.69/hr					E
3628	011	Public Health Nurse I	40.86	42.90	45.05	47.30	49.67	E
4037	011	Public Health Nurse II	44.95	47.20	49.56	52.04	54.64	E
4710	011	Public Health Nurse Supv	51.68	54.26	56.98	59.83	62.82	E
2844	011	Public Health Program Coordinator	33.02	34.67	36.40	38.22	40.14	E
3927	011	Public Health Program Manager	43.85	46.04	48.34	50.76	53.30	E
3927	011	Public Health Program Manager - Grants Management	43.85	46.04	48.34	50.76	53.30	E
N/A	04	Public Services Director	\$50.19/hr					E
2292	01	Public Works Inspector	27.50	28.88	30.32	31.83	33.43	C
2565	01	Public Works Lead Inspector	30.23	31.74	33.33	35.00	36.74	C
2280	01	Public Works Maint Lead Worker	27.38	28.75	30.19	31.70	33.28	C
2870	01	Public Works Maint Supervisor	33.28	34.94	36.69	38.53	40.45	C
1597	01	Public Works Maint Worker I	20.55	21.58	22.66	23.79	24.98	C
1805	01	Public Works Maint Worker II	22.63	23.76	24.95	26.20	27.51	C
2030	01	Public Works Maint Worker III	24.88	26.12	27.43	28.80	30.24	C
N/A	042	Public Works Maintenance Superintendent	\$50.73/hr					E
3193	01	Public Works Project Engineer	36.51	38.34	40.25	42.26	44.38	C
3559	01	Public Works Sr Project Manager	40.17	42.18	44.29	46.50	48.83	C
3376	01	Public Works Surveyor	38.34	40.26	42.27	44.38	46.60	C
1722	01	Purchasing Assistant I	21.80	22.89	24.03	25.24	26.50	C
1940	01	Purchasing Assistant II	23.98	25.18	26.44	27.76	29.15	C
2180	01	Purchasing Assistant III	26.38	27.70	29.08	30.54	32.07	C
3264	01	Purchasing Manager	37.22	39.08	41.04	43.09	45.24	C
1419	01	Recorder Clerk I	18.77	19.71	20.69	21.73	22.82	C
1605	01	Recorder Clerk II	20.63	21.66	22.74	23.88	25.08	C
2677	01	Recorder Clerk Supervisor	31.35	32.92	34.56	36.29	38.11	C
1813	01	Recorder Clerk, Sr	22.71	23.85	25.04	26.29	27.60	C
2308	041	Records and Volunteer Administrator	27.66	29.04	30.50	32.02	33.62	C
1437	041	Records Management Assistant	18.95	19.90	20.89	21.94	23.03	C
3075	011	Registered Nurse (Health)	35.33	37.10	38.95	40.90	42.94	E
3278	041	Risk Analyst	37.36	39.23	41.19	43.25	45.41	E
1688	01	Secretary	21.46	22.53	23.66	24.84	26.08	C
3034	041	Senior Administrative Analyst	34.92	36.67	38.50	40.42	42.45	C

2565	01	Senior Building Maintenance Worker	30.23	31.74	33.33	35.00	36.74	C
4162	01	Senior Civil Engineer	46.20	48.51	50.94	53.48	56.16	C
2671	01	Senior Engineering Technician	31.29	32.85	34.50	36.22	38.03	C
1342	01	Services Support Assistant I (IMS)*	18.00	18.90	19.85	20.84	21.88	C
1521	01	Services Support Assistant II (IMS)*	19.79	20.78	21.82	22.91	24.05	C
1718	01	Services Support Assistant III (IMS)*	21.76	22.85	23.99	25.19	26.45	C
1298	01	Screeners (IMS)*	17.56	18.44	19.36	20.33	21.34	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
4330	022	Sheriff's Office Program Manager*	47.88	50.27	52.79	55.43	58.20	C
2511	02	Sheriff's Security Officer	29.69	31.17	32.73	34.37	36.09	C
4394	022	Sheriff's Sergeant (Advanced)*	48.52	50.95	53.49	56.17	58.98	C
4159	022	Sheriff's Sergeant (Intermediate)*	46.17	48.48	50.90	53.45	56.12	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
1772	01	Social Service Aide (IMS)*	22.30	23.42	24.59	25.82	27.11	C
4506	01	Social Services Program Manager (IMS)*	49.64	52.12	54.73	57.46	60.34	E
2164	01	Social Worker I (IMS)*	26.22	27.53	28.91	30.35	31.87	C
2531	01	Social Worker II (IMS)*	29.89	31.38	32.95	34.60	36.33	C
2913	01	Social Worker III (IMS)*	33.71	35.40	37.17	39.02	40.97	C
3083	01	Social Worker IV (IMS)*	35.41	37.18	39.04	40.99	43.04	C
3172	01	Social Worker Supervisor I (IMS)*	36.30	38.12	40.02	42.02	44.12	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
2458	01	Staff Service Analyst I (IMS)*	29.16	30.62	32.15	33.76	35.44	C
2830	01	Staff Service Analyst II (IMS)*	32.88	34.52	36.25	38.06	39.97	C
N/A	042	Support Services Director	\$55.94/hr					E
2610	01	Systems Support Analyst (IMS)*	30.68	32.21	33.82	35.52	37.29	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*	\$84.04/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

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: July 30, 2024

SUBJECT

Surveying Department-request to set the date for a public hearing for a Public Utility Easement Abandonment as requested by Lynn McAuliffe, Kevin Silliman, and Bryan Saleen in relation to a Boundary Line Adjustment. The properties involved in said BLA and abandonment are located in Pioneer at South Chaparral Court. Assessor's Parcel No.'s 032-380-018 and 032-120-049.

Recommendation:

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

4/5 vote required:

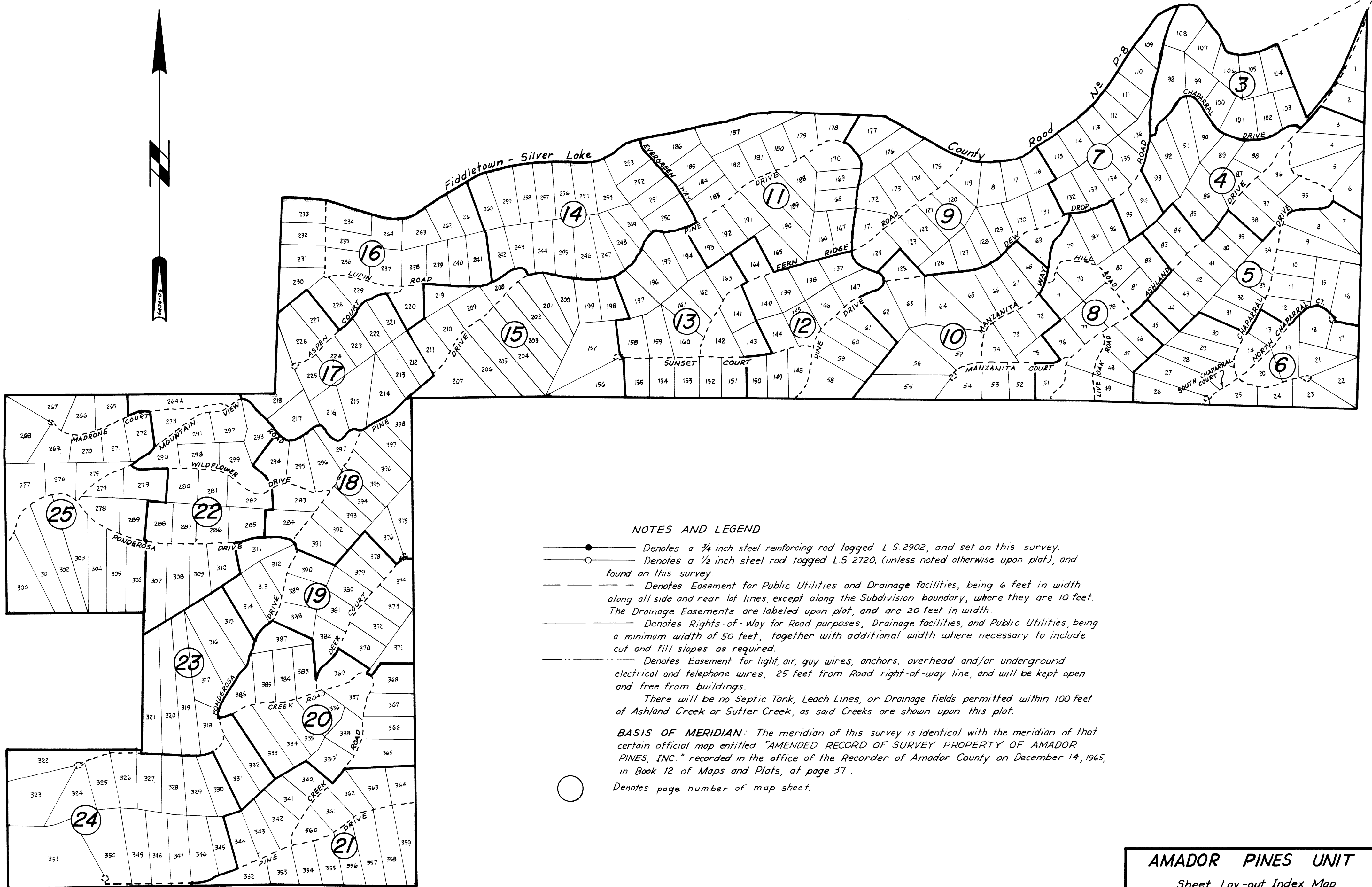
No

Distribution Instructions:

Surveying - one copy of resolution

ATTACHMENTS

- [001S069.pdf](#)
- [001S073.pdf](#)
- [057M043.pdf](#)
- [001S068.pdf](#)
- [2024-002 ROI Abandonment PUE.docx](#)
- [2024-002notice for posting abandonment.docx](#)
- [highlighted Assessor maps.pdf](#)

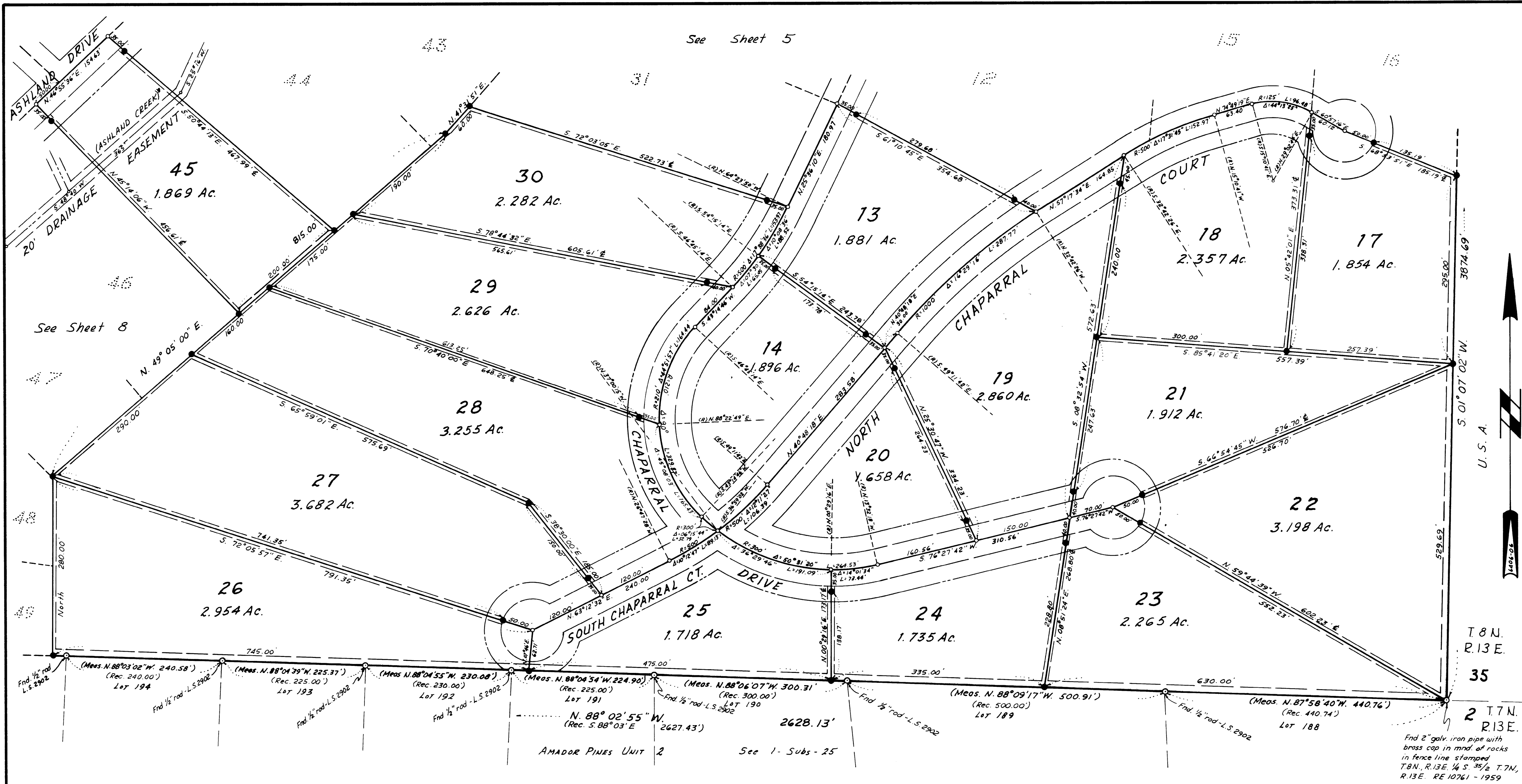


NOTES AND LEGEND

- Denotes a 3/4 inch steel reinforcing rod tagged L.S. 2902, and set on this survey.
 - Denotes a 1/2 inch steel rod tagged L.S. 2720, (unless noted otherwise upon plat), and found on this survey.
 - - - - - Denotes Easement for Public Utilities and Drainage facilities, being 6 feet in width along all side and rear lot lines, except along the Subdivision boundary, where they are 10 feet. The Drainage Easements are labeled upon plat, and are 20 feet in width.
 - — — — — Denotes Rights-of-Way for Road purposes, Drainage facilities, and Public Utilities, being a minimum width of 50 feet, together with additional width where necessary to include cut and fill slopes as required.
 - · — · — Denotes Easement for light, air, guy wires, anchors, overhead and/or underground electrical and telephone wires, 25 feet from Road right-of-way line, and will be kept open and free from buildings.
- There will be no Septic Tank, Leach Lines, or Drainage fields permitted within 100 feet of Ashland Creek or Sutter Creek, as said Creeks are shown upon this plat.
- BASIS OF MERIDIAN:** The meridian of this survey is identical with the meridian of that certain official map entitled "AMENDED RECORD OF SURVEY PROPERTY OF AMADOR PINES, INC." recorded in the office of the Recorder of Amador County on December 14, 1965, in Book 12 of Maps and Plats, at page 37.
- Denotes page number of map sheet.

AMADOR PINES UNIT 5
 Sheet Lay-out Index Map
 Gretzinger and McMinn Approx. scale 1"=400'
 SHEET 2 OF 25 SHEETS

See Sheet 5



SEE SHEET 2 FOR NOTES AND LEGEND

AMADOR PINES UNIT 5
 LOTS 13-14, 17-30, 45
 Gretzinger and McMinn Scale 1" = 100'
 SHEET 6 OF 25 SHEETS

*No septic tanks, leach lines, or drain fields will be permitted within 100 feet of Ashland Creek

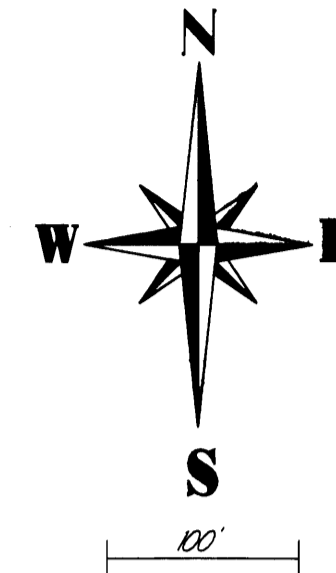
RECORD of SURVEY

BOUNDARY LINE ADJUSTMENT

FOR

KATHERINE CATANHO AND DAVID EAKIN, THOMAS AND DOROTHY JOHNSTON, JOHN AND GEORGIA TYSON, AND JOANNE HARPER

BEING A PORTION OF THOSE CERTAIN PARCELS OF LAND SHOWN ON THOSE CERTAIN MAPS RECORDED IN BOOK 12 OF MAPS AND PLATS AT PAGE 21, AND BOOK 38 OF MAPS AND PLATS AT PAGE 82, BEING ALSO LOTS 192 AND 193 AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMADOR PINES UNIT 2" AND RECORDED IN BOOK 1 OF SUBDIVISION MAPS, PAGE 25, LOCATED IN AMADOR COUNTY, CALIFORNIA BEING ALSO A PORTION OF THE NW 1/4 OF SECTION 2, T.7 N., R.13 E., M.D.M.



TOMA & ANDERSON
 41 SUMMIT STREET
 JACKSON, CA., 95642
 (209) 223-0156

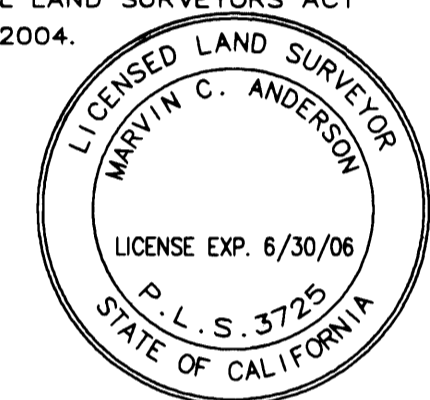
SCALE: 1"=100' OCTOBER, 2004

DEED REFERENCES: 2004 003547, 1998 006933, 2002 002253, 2002 015477

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF DOROTHY JOHNSTON, et al, IN JUNE OF 2004.

Marvin C. Anderson
 MARVIN C. ANDERSON - P.L.S. 3725
 MY LICENSE EXPIRES 6/30/06



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 15TH DAY OF DECEMBER, 2004.

George E. Allen
 GEORGE E. ALLEN - P.L.S. 4951
 AMADOR COUNTY SURVEYOR
 MY LICENSE EXPIRES 12/31/2005



COMPLIANCE STATEMENT

THIS BOUNDARY LINE ADJUSTMENT IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE, AND ANY APPLICABLE ORDINANCES ENACTED PURSUANT THERETO.

THIS ADJUSTMENT MUST BE COMPLETED IN ALL ASPECTS BY THE 20TH DAY OF MAY, 2005. THE EXCHANGE OF DEEDS OR COMPLIANCE CERTIFICATES MUST BE RECORDED BEFORE THE ABOVE DATE PER ORDINANCE No. 1445, CHAPTER 17.89 OF THE AMADOR COUNTY CODE.

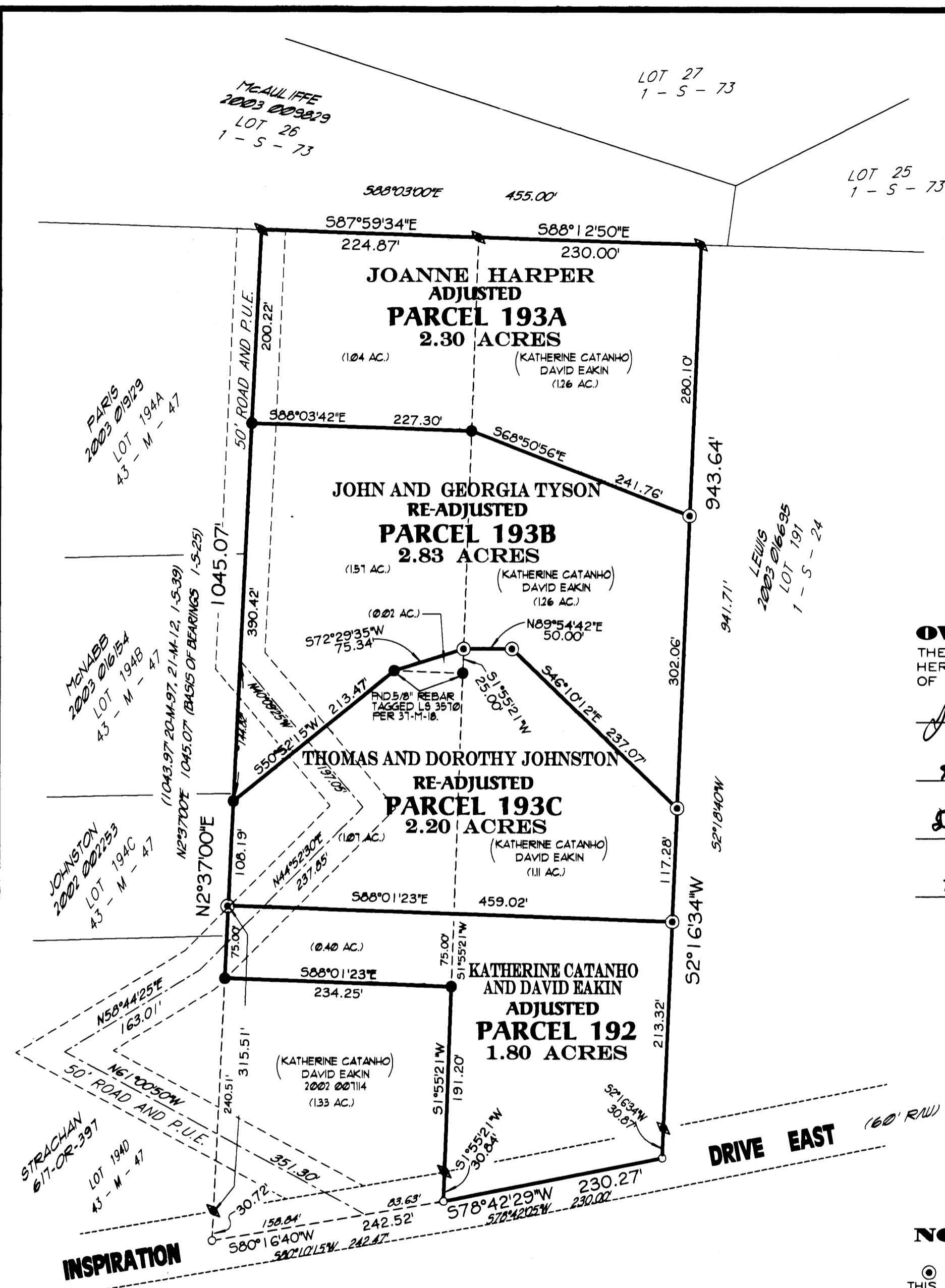
George E. Allen
 GEORGE E. ALLEN - P.L.S. 4951
 AMADOR COUNTY SURVEYOR
 MY LICENSE EXPIRES 12-31-2005



COUNTY RECORDER'S STATEMENT

FILED THIS 23RD DAY OF DECEMBER, 2004 AT 10:24 AM, IN BOOK 57 OF MAPS AND PLATS, AT PAGE 43, AT THE REQUEST OF THE AMADOR COUNTY SURVEYOR.

FEE: \$10.00 pd. filed INSTRUMENT No. 2004-0018061
Sheldon D. Johnson BY *Kim Grady*
 SHELDON D. JOHNSON DEPUTY
 AMADOR COUNTY RECORDER



OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE OWNERS OF THE PROPERTY DELINEATED HEREON, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

John P. Tyson *Joanne Harper*
Georgia L. Tyson *Dorothy Johnston*
David F. Eakin
Katherine C. Catanho

NOTES AND LEGEND

- ⊙ DENOTES 3/4" REBAR W/ALUMINUM CAP STAMPED PLS 3725, AND SET ON THIS SURVEY.
 - ⊙ DENOTES 1/2" REBAR TAGGED L.S. 2902, AND FOUND ON THIS SURVEY PER 1-S-25.
 - DENOTES 1/2" IRON PIPE TAGGED L.S. 3570, AND FOUND ON THIS SURVEY PER 21-M-12, UNLESS NOTED OTHERWISE ON PLAT.
 - DENOTES MATHEMATICAL POINT ONLY, NOTHING FOUND OR SET.
- VERTICAL LETTERING DENOTES MEASURED BEARINGS AND DISTANCES.
 SLANTED LETTERING DENOTES RECORD DATA PER 1-S-25, 38-M-82 OR 21-M-12.

THE MERIDIAN OF THIS SURVEY IS BASED ON THE WEST LINE OF LOT 193 AS SAID LOT IS SHOWN ON 1-S-25, THE BEARING OF WHICH IS N. 02°37' E.

Description

A parcel of land situated in the County of Amador, State of California, being a portion of Sections 33, 34, and 35 in Township 8 North, Range 13 East, and Section 4 in Township 7 North, Range 13 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at a 1 1/2 inch galvanized pipe marked "S. 4, 9, 8, T. 7N., R. 13E., L.S. 2603" found marking the Southwest corner of said Section 4, thence, from said point of beginning, along the West line of said Section 4, North 00°50'35" West 1333.53 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902; thence, leaving the West line of said Section 4, North 88°51'26" East 1338.46 feet to a 4 inch by 4 inch post in a mound of rocks; thence North 01°27'31" West 1358.57 feet to a steel fence post in a mound of rocks; thence South 88°29'16" West 1323.94 feet to a 1 1/2 inch iron pipe marked "1/4 cor. S. 5/4 2603" marking the West 1/4 corner of said Section 4; thence, along the West line of said Section 4, North 01°04'30" West 1343.60 feet to a 1 1/2 inch iron pipe with a brass cap stamped "SE-COR Lot 1, Sec 5, T. 7N.-R. 13E. M.D.B. & M. L.S. 1820 1949" marking the Southeast corner of Lot 1 of Section 5, Township 7 North, Range 13 East; thence, continuing along the West line of said Section 4, North 00°53'30" West 771.73 feet to a 1 1/2 inch pipe with a brass cap stamped "NE cor. Sec. 5 T. 7N., R. 13E., M.D.M. L.S. 1820, 1949" found marking the Northwest corner of said Section 4; thence, along the North line of said Section 4, North 89°15'02" East 2645.26 feet to a 2 1/2 inch pipe with a brass cap stamped "T. 8N., R. 13E. S. 3 3/4" found marking the North 1/4 corner of said Section 4; thence, leaving the North line of said Section 4, North 01°48'54" East 1931.26 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902 set in the center of that certain County Road known as the Fiddletown - Silver Lake Road; thence, along the centerline of said Fiddletown - Silver Lake County Road South 86°21'25" East 59.31 feet; thence South 85°16'02" East 232.62 feet; thence South 81°27'29" East 153.45 feet; thence South 75°00'45" East 176.92 feet; thence South 72°14'00" East 327.79 feet; thence South 77°04'52" East 109.03 feet; thence South 84°13'22" East 101.19 feet; thence North 82°21'41" East 63.87 feet; thence North 67°37'10" East 80.00 feet; thence North 57°31'06" East 297.35 feet; thence North 56°17'34" East 265.17 feet; thence North 59°34'52" East 157.33 feet; thence North 66°01'15" East 154.79 feet; thence North 75°39'03" East 229.35 feet; thence North 81°38'38" East 163.08 feet; thence South 89°16'05" East 159.90 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902 set to mark the intersection of said County Road centerline with the West line of the hereinabove referred to Section 34, from which point a 1 1/2 inch iron pipe marked "1/4 S. 3 3/4" found marking the West 1/4 corner of said Section 34 bears North 00°29'27" West 623.10 feet distant; thence, continuing along said County Road centerline, South 87°20'13" East 337.10 feet; thence North 87°01'03" East 135.06 feet; thence North 71°35'28" East 90.10 feet; thence North 56°00'12" East 125.97 feet; thence North 53°58'07" East 163.83 feet; thence North 66°29'01" East 96.25 feet; thence North 79°56'04" East 249.88 feet; thence North 77°56'20" East 254.34 feet; thence North 75°05'20" East 266.87 feet; thence North 78°37'03" East 382.23 feet; thence North 77°08'15" East 194.29 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902 set to mark the intersection of said County Road centerline with the East-West 1/4 Section line through said Section 34, from which point the hereinabove referred to West 1/4 corner of said Section 34 bears North 87°09'31" West 2226.81 feet distant; thence, leaving the centerline of said County Road, along the East-West 1/4 Section line through said Section 34, South 87°09'31" East 1146.78 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902 set to mark another intersection of the hereinabove referred to Fiddletown - Silver Lake County Road with the East - West 1/4 Section line through said Section 34, from which point a similar steel rod marking the East 1/4 corner of said Section 34 bears South 87°09'31" East 696.60 feet distant; thence, leaving the East-West 1/4 Section line through said Section 34, along the centerline of said County Road, South 59°43'14" East 307.20 feet; thence South 57°09'51" East 304.86 feet; thence South 62°44'57" East 110.73 feet; thence South 71°59'03" East 72.62 feet; thence South 76°06'57" East 174.50 feet; thence South 80°28'23" East 89.38 feet; thence South 87°04'10" East 86.02 feet; thence North 83°19'53" East 71.71 feet; thence North 72°08'20" East 79.16 feet; thence North 64°41'19" East 100.27 feet; thence North 60°49'00" East 175.10 feet; thence North 55°45'34" East 369.34 feet; thence North 56°29'57" East 275.37 feet; thence North 50°55'27" East 96.94 feet; thence North 42°14'10" East 73.32 feet; thence North 36°01'50" East 64.95 feet; thence North 30°54'47" East 278.23 feet; thence North 35°20'32" East 207.30 feet; thence North 31°26'00" East 247.92 feet; thence North 38°02'13" East 92.74 feet; thence North 49°52'35" East 113.29 feet; thence North 56°03'44" East 120.03 feet; thence North 70°25'03" East 95.04 feet; thence South 78°49'47" East 149.51 feet; thence South 44°47'53" East 166.81 feet; thence South 35°25'35" East 291.63 feet; thence South 42°52'14" East 80.76 feet; thence South 62°27'45" East 87.75 feet; thence South 84°34'11" East 91.41 feet; thence North 78°28'41" East 96.75 feet; thence North 64°25'56" East 98.84 feet; thence North 61°50'46" East 124.86 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902 set to mark the intersection of said County Road centerline with the Northerly prolongation of the Westerly line of that certain parcel of land conveyed from Burke to Carl S. Balch, et ux, et al, by instrument recorded in the office of the Recorder of Amador County in Book 135 of Official Records at page 105; said parcel of land is delineated and designated "BURKE 43-DEEDS pg. 431 & 19 o.r. pg. 182" upon that certain official map entitled "AMENDED RECORD OF SURVEY OF A PORTION OF THE S 1/2 N 1/2 SECTION 35, T. 8N., R. 13E., M. D. B. & M., AMADOR COUNTY, CALIFORNIA," recorded in the office of the Recorder of Amador County on May 6, 1964 in Book 10 of Maps and Plats at page 82; thence, leaving said County Road centerline, along the West line and its Northerly prolongation of said Balch parcel of land South 22°39'24" East

Desc. (cont.)

781.47 feet to a 3/4 inch conduit tagged L.S. 2423 found marking the Southwest corner of said Balch parcel of land; thence along the Southerly line of said Balch parcel of land, North 47°46'21" East 196.55 feet to a 3/4 inch steel reinforcing rod tagged L.S. 2902; thence North 37°31'21" East 330.10 feet to a similar steel rod; thence North 25°01'21" East 240.80 feet to a similar steel rod; thence North 14°39'06" East 311.20 feet to a similar steel rod; thence North 20°35'51" East 134.89 feet to a similar steel rod set to mark the intersection of the Southerly line of said Balch parcel of land with that certain boundary line agreed upon between Burke and the Winton Lumber Company, said line being described in that certain Boundary Line Agreement recorded in the office of the Recorder of Amador County in Book 131 of Official Records at page 457; thence, leaving the Southerly line of said Balch parcel of land, along said Boundary Line Agreement line, South 01°07'02" West 3874.69 feet to a 2 inch iron pipe with a brass cap stamped "T. 8N., R. 13E., 1/4 S. 3 3/4 T. 7N., R. 13E. RE 10761-1959" found marking the South 1/4 corner of the hereinabove referred to Section 35; thence, along the South line of said Section 35, North 88°02'55" West 2628.13 feet to a 2 inch iron pipe capped and stamped "S. 34, S. 35, S. 3, S. 2" found marking the South Section corner common to said Sections 34 and 35; thence, along the South line of said Section 34, North 89°49'41" West 2649.14 feet to a post in a mound of rocks; thence North 89°39'03" West 2665.45 feet to a 2 inch capped iron pipe found marking the South Section corner common to said Sections 34 and 33; thence, along the South line of said Section 33, South 89°47'27" West 1322.07 feet to a 24 inch Pine tree scribed "1/6 cor." found marking the East 1/6 corner common to said Sections 33 and 4, said point being also the Northwest corner of lot "619 11.607 ACRES" as said lot is delineated and designated upon that certain official map entitled "RECORD OF SURVEY AMADOR PINES UNIT NO. 2" recorded in the office of the Recorder of Amador County on January 3, 1961 in Book 7 of Maps and Plats at page 36; thence, leaving the South line of said Section 33, along the West line of said Amador Pines Unit 2, South 01°15'33" East 4187.37 feet to a 4 inch by 4 inch post found marking the Southwest corner of lot "609 5.346 ACRES" as said lot is delineated and designated upon the hereinabove referred to official map recorded in Book 7 of Maps and Plats at page 36, said post being also on the South line of said Section 4; thence, leaving said Amador Pines Unit 2, along the South line of said Section 4, North 89°23'21" West 1320.67 feet to a 1 1/2 inch pipe tagged "S. 4/59 T. 7N., R. 13E., L.S. 2605" found marking the South 1/4 corner of said Section 4; thence, South 88°34'12" West 2674.28 feet to the point of beginning, containing 1031.41 acres of land, more or less.

The above described parcel of land is shown upon that certain official map entitled "AMENDED RECORD OF SURVEY PROPERTY OF AMADOR PINES, INC." recorded in the office of the Recorder of Amador County on December 14 1965, in Book 12 of Maps and Plats at page 37.

Owner's Certificate

The undersigned hereby consent to the preparation and recording of this plat of Amador Pines Unit 5 and offer for dedication and do hereby dedicate to any and all public uses, all that portion of the Fiddletown - Silver Lake Road N^o P-8 which lies within the boundary of this subdivision; all other Drives, Roads, Ways, and Courts shown hereon are not offered for dedication and are intended for the exclusive use of the lot owners in the subdivision, their licensees, visitors, tenants, and servants. The use of these Drives, Roads, Ways, and Courts by the public shall be permissive only.

The undersigned also offer for dedication and do hereby dedicate for specific purposes the following:

a.) Rights-of-way and easements for water, gas, sewer, and drainage facilities, and for poles and overhead and underground wires and conduits for electric and telephone services, together with any and all appurtenances appertaining thereto, on, over, across, under and through those certain strips of land designated "Public Utility Easement" (P.U.E.), being of the widths and at the locations delineated hereon; and also over, under and across all the area lying within the roadways shown hereon at locations which do not interfere with the structural roadway or drainage of said roadways.

b.) Easements for light, air, guy wires, anchors, overhead and/or underground electrical and/or telephone lines within those strips of land lying between the front and/or side lines of lots and the lines shown hereon designated "Building Setback Lines" (B.S.L.), said strips to be open and free from buildings.

AMADOR PINES, INC., a California Corporation - By: Ernest E. Elmore - Pres. By: Josephine M. Elmore - Sec.

Notary's Certificate

State of California, County of Amador s.s. On December 14, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernest E. Elmore known to me to be the President, and Josephine M. Elmore known to me to be the Secretary of the Corporation that executed the within instrument, 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 by-laws or a resolution of its board of directors.

Marilyn C. McMinin Notary Public in and for said County and State My Commission Expires March 1, 1969 Marilyn C. McMinin

Surveyor's Certificate

I hereby certify that this plat of Amador Pines Unit 5 made under my direction in November, 1965, is true and complete as shown, the monuments will be of the character and will occupy the positions indicated on or before July 31, 1966, and that said monuments will be sufficient to enable the survey to be retraced.

Dated: Dec. 14, 1965 Ledger L. McMinin L.S. 2902

County Surveyor's Certificate

I hereby certify that I have examined this plat of Amador Pines Unit 5 and find it to be substantially the same as the tentative map submitted to the County Planning Commission of the County of Amador that all provisions of the Subdivision Map Act and all applicable County Ordinances have been complied with, and that I am satisfied that said plat is technically correct.

Dated: Dec. 14, 1965 Ledger L. McMinin Amador County Surveyor

County Tax Collector's Certificate

I hereby certify that there are no liens for unpaid State, County, or local taxes or special assessments against the land included within the subdivision or any part thereof, except taxes or special assessments not yet payable.

Dated: Dec. 15, 1965 Amador County Tax Collector

County Clerk's Certificate

I hereby certify that the Board of Supervisors of Amador County has approved this plat of Amador Pines Unit 5 and has accepted the offer of dedication for the herein above mentioned Fiddletown - Silver Lake County Road N^o P-8 for road purposes, and has accepted on behalf of the public all the land rights-of-way and easements hereon offered for dedication for light, air, and public utilities; however, has rejected the offer of easements for drainage purposes.

Dated: December 21, 1965 Board of Supervisors of Amador County By: Clerk of the Board

County Recorder's Certificate

Accepted for record and recorded in the office of the Recorder of Amador County in Book 1 of Subdivision Maps, Map No. 68 this 21 day of Dec. 1965, at 3 hours 30 minutes P.M., title to land included in this subdivision being vested as per Certificate No. 29 on file in this office at the request of Western Land Title Company. Fee: \$20.00

Amador County Recorder

Owners of interest which cannot ripen into a fee; Amy I. Burke, Carl S. Balch, Gertrude J. Balch, Longueville H. Price, Jr., Nancy B. Price, Richard R. Kennedy, and Mary B. Kennedy

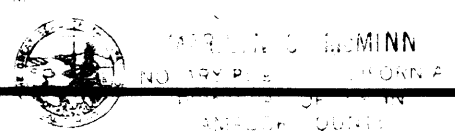
AMADOR PINES UNIT 5

Portion of Sections 33, 34, and 35, T. 8 N., R. 13 E., M. D. M. and a portion of Section 4, T. 7 N., R. 13 E. M. D. M.

Amador County California

Gretzinger and McMinin Box 481 Jackson, California

Scale ~ 1" = 100' December, 1965 SHEET 1 OF 25 SHEETS



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 PUBLIC UTILITY EASEMENT FOR LYNNE C. MCAULIFFE 2019-0003118 AND KEVIN B. SILLIMAN AND BRYAN J. SALEEN, TRUSTEES OF THE SILLIMAN SALEEN TRUST DATED MAY 31, 2023 2023-0003892

RESOLUTION NO.

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 "A").

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 August 13, 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 30th of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson, Board of Supervisors

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

NOTICE OF PUBLIC HEARING

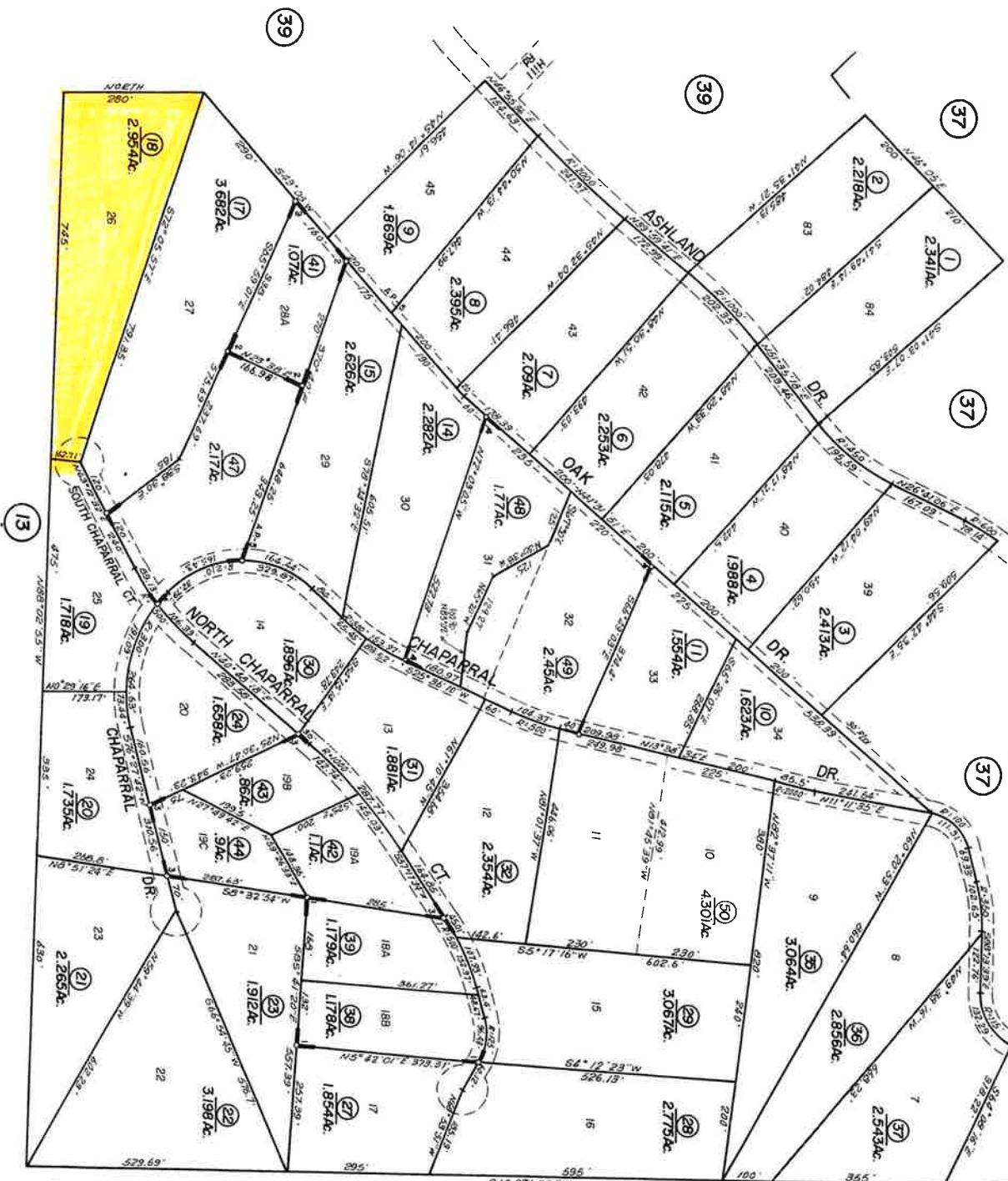
The County Surveyor hereby gives notice of proposed vacation of a public utility easement requested by Lynn McAuliffe, Kevin Silliman, and Bryan Saleen in relation to a Boundary Line Adjustment. The properties involved are located in Pioneer at South Chaparral Court. Assessor's Parcel No.'s 032-380-018 and 032-120-049.

A Public Hearing to consider said abandonment will be held at the County Administration Building, Board of Supervisor Chambers, 810 Court Street, Jackson, California 95642, on August 13, 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.

POR. SEC. 35, T. 8N., R. 13E., M.D.B. 8.M.

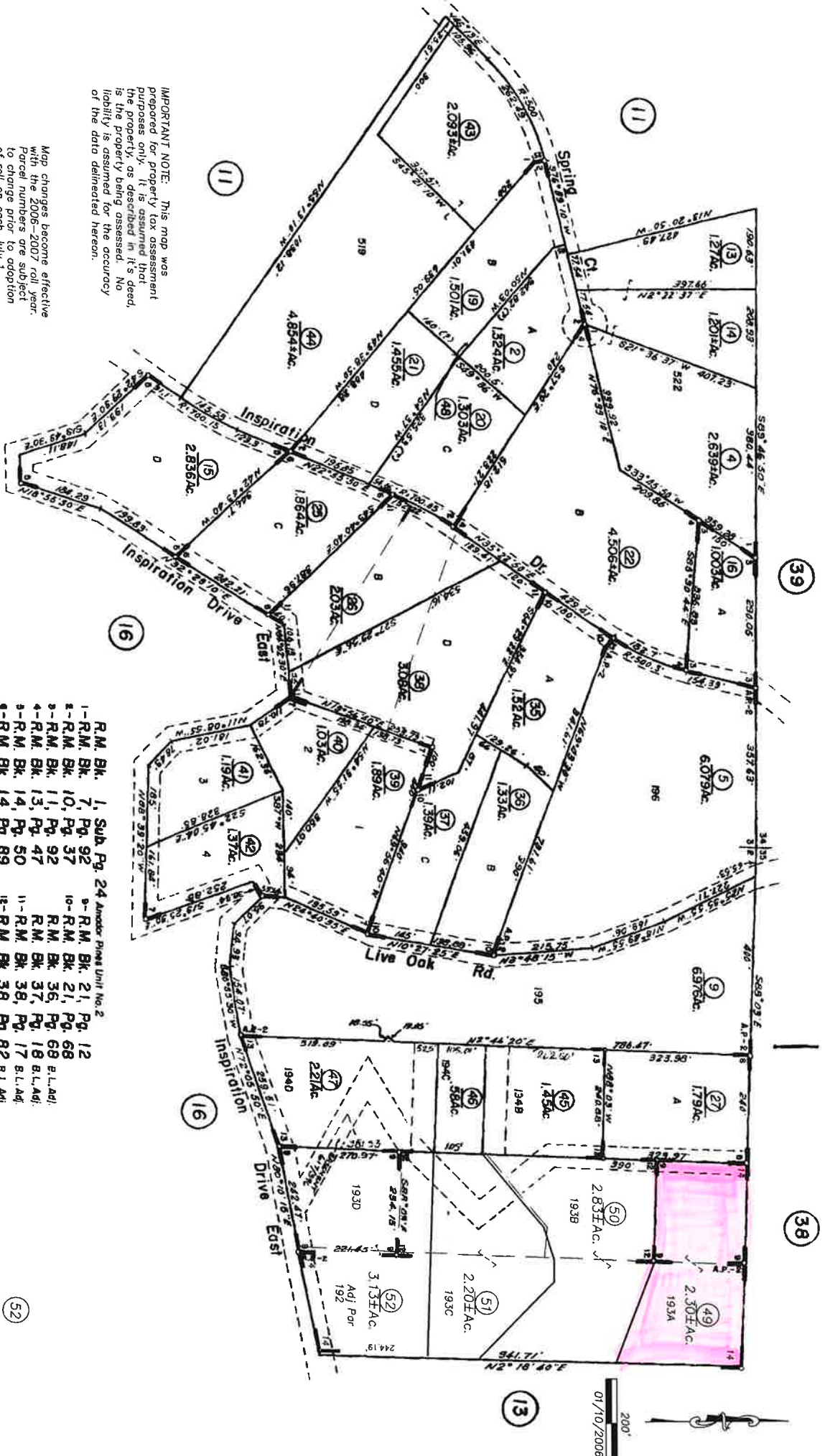
32-38



R.M. Bk. 1, Sub Pg. 68 Amador
 1 - R.M. Bk. 19 Pg. 17
 2 - R.M. Bk. 19 Pg. 91
 3 - R.M. Bk. 23 Pg. 33
 4 - R.M. Bk. 42, Pg. 83 B.L.A. (7/7/8)

Assessor's Map Bk. 32, Pg. 1
 County of Amador, Calif.

Roll 91-92



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 2006-2007 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

- 1- R.M. Bk. 1, Sub Pg. 24 Another Phase Unit No. 2
- 2- R.M. Bk. 7, Pg. 92
- 3- R.M. Bk. 10, Pg. 92
- 4- R.M. Bk. 11, Pg. 92
- 5- R.M. Bk. 13, Pg. 47
- 6- R.M. Bk. 14, Pg. 50
- 7- R.M. Bk. 14, Pg. 89
- 8- R.M. Bk. 17, Pg. 83
- 9- R.M. Bk. 20, Pg. 39
- 10- R.M. Bk. 21, Pg. 12
- 11- R.M. Bk. 21, Pg. 68
- 12- R.M. Bk. 36, B.L. Adj.
- 13- R.M. Bk. 37, Pg. 18 B.L. Adj.
- 14- R.M. Bk. 38, Pg. 17 B.L. Adj.
- 15- R.M. Bk. 38, Pg. 82 B.L. Adj.
- 16- R.M. Bk. 43, Pg. 47 B.L. Adj. (2/28/89)
- 17- R.M. Bk. 57, Pg. 43 (12/22/2004)

Assessor's Map Bk. 32, Pg. 12
County of Amador, Calif.

Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: July 30, 2024

SUBJECT

Social Services: 1st Amendment to Family Urgent Response Services (FURS) Contract

Recommendation:

Review and approve 1st Amendment to ensure continued, necessary services to community members.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [1st Amendment - Contract End 06.30.25.doc](#)

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this “First Amendment”) is made as of _____, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and Nexus Youth & Family Services (the “Contractor”).

RECITALS

WHEREAS County and Contractor executed a Services Agreement (the “Original Agreement”) dated as of April 27, 2021, whereby Contractor agreed to provide Family Urgent Response System (FURS) Mobile Response to residents of Amador County referred by the California Department of Social Services (CDSS) FURS Hotline. (the “Work”) upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the “Agreement.”

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

NOW, THEREFOR, the parties agree as follows:

1. The term of this Agreement shall be extended until June 30, 2025.
2. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect. IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY:
COUNTY OF AMADOR

CONTRACTOR:
NEXUS YOUTH & FAMILY SERVICES

BY: _____

BY: _____

Chairman
Board of Supervisors

Tara Parker
Director of Grants Administration
Federal I.D. No.: 81-2309847

APPROVED AS TO FORM:

ATTEST:

BY: _____

BY: _____

Gregory Gillott
Amador County Counsel

Jennifer Burns
Clerk of the Board of Supervisors

