

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 BY CALLING IN USING THE FOLLOWING NUMBER:
+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)
Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:
<https://zoom.us/j/7585736084>

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

REGULAR MEETING AGENDA

DATE: Tuesday, October 08, 2024
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

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

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

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

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE [GOVERNMENT CODE 54957]

- 2.a. Public Employee Discipline/Dismissal/Release. {Government Code 54957}
Suggested Action: Discussion and possible action.

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

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

- 4.a. Lori Stein - Workers Compensation Claim No.: 20182001230.
Suggested Action: Discussion and possible action.

5. CONFIDENTIAL MINUTES:

- 5.a. Review and possible approval of the September 24, 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).

6. REGULAR AGENDA:

- 6.a. Presentation of 2023 Crop Report by Eric Mayberry, Agriculture Commissioner
Suggested Action: Report Only
[Crop Report Memo.pdf](#)
- 6.b. Waste Management: Discussion and possible action relative to Board Authorization of Assignment of Franchise Agreement to Delta Container Services. Inc.
Suggested Action: 1. Adopt Resolution approving the Assignment of The Solid Waste Franchise Agreement with Delta Container Service, Inc A California Corporation.
2. Approve Execution of the Amendment To The Operating, Transport and Disposal Agreement and Assignment and Consent.
3. Approve Execution of the Second Amendment to the Franchise Agreement and Consent and Assignment.
4. Authorize staff to finalize the Restated and Amended Lease for the Buena Vista Landfill Administration Building and for the Board Chairman to sign the Restated and Amended Lease.
[Full Agenda Packet ACES Assignment Item 10.08.24.pdf](#)
- 6.c. General Services Administration: RFP 24-21 Space to Lease for Health and Human Services

Suggested Action: Discussion and possible action.
[RFP 24-21 Space to Lease Memo to Board 9.6.2024.pdf](#)

- 6.d. General Services Administration: Amador Resource Conservation District (RCD) Additional Space Request and Discussion regarding Alternative Space for Non-County Entities Located at GSA.

Suggested Action: 1) Approve the 3rd Amendment with RCD and rearrange copiers and some file cabinets to allow RCD to occupy the space shown on Attachment A.

2) Discussion regarding alternative locations for UCCE, RCD and NRCS, and discuss providing RCD a time frame for vacating the premises should the County request they move.

[GSA Memo-RCD Space Increase Request 9.17.2024.pdf](#)

[RCD Office Space Request 7.22.2024.pdf](#)

[RCD MOU Response Letter 9.17.2024.pdf](#)

[RCD 3rd Amendment 8.19.2024.pdf](#)

[RCD Attachment A-Layout 1100sq feet 9.17.2024 Certified.pdf](#)

[UCCE email sent 9.18.2024.pdf](#)

- 6.e. Board of Supervisors: Discussion and possible action relative to appointment of a Primary and Alternate delegate to the 2024-2025 CSAC Board of Directors.

Suggested Action: Approve Appointment.

[CSAC Board Nomination Memo.pdf](#)

[CSAC Board Selection Form for 2024-25.docx](#)

[2023-24 Board of Directors Roster.pdf](#)

- 6.f. Review and possible approval of the September 24, 2024 Board of Supervisors Meeting Minutes.

Suggested Action: Approval.

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

- 7.a. Surveying Department - Public Hearing and adoption of the Resolutions of Approval for a pedestrian and equestrian trail abandonment and the public utility easement within it for a Certificate of Merger for Michael and Valerie McKenney. The properties involved in said abandonment and Merger are Lots 89 and Lots 92 of Lake Camanche Village Subdivision Unit 1 as recorded in Book 3 of Subdivision Maps at Page 8 through 23. Assessor's Parcel No.'s 003-310-007 and 003-310-008. Merging the lots will allow the applicants to explore future landscaping and make plans.

Suggested Action: Adopt the Resolutions of Approval and issue the certificate

[Staff Report McKenney.docx](#)

[003S008.pdf](#)

[003S009.pdf](#)

[003S013.pdf](#)

[003S014 Lots 89 and 92 highlighted.pdf](#)

[003S014.pdf](#)

[highlighted Assessor's map McKenney Merger.pdf](#)

[McKenney B&A.pdf](#)

[McKenney ROA PUE Abandonment.doc](#)

- 7.b. Planning Department – Consideration of the Planning Commission's recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 142 parcels in Supervisorial District 1 which are currently zoned X, Special Use District, which is inconsistent with the

land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.

Suggested Action: Following the public hearing, the first action of the Board should be a decision on the adequacy of the CEQA categorical exemption.

Next, the Board may make a decision to approve or deny the Zone Changes. Should the Board move to approve an Ordinance to change the zoning of the affected parcels, the findings in the staff report are recommended for inclusion with the motion to approve.

[SR_BOS.ZC-24;6-3.docx](#)

[ORDINANCE with Maps - ZC-24;6-3 X to R1A.docx](#)

[PC Minutes excerpt.pdf](#)

[PC Item Packet.pdf](#)

8. 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).

- 8.a. Behavioral Health Agreement with Nexus Youth & Family to provide Substance Abuse Prevention. RFP 24-15 award.
Suggested Action: Approve and sign agreement
[Memo to BOS.pdf](#)
[Nexus SUBG Prevention fy 24-26 signed by Contractor.pdf](#)
[GSA memo regarding RFP 24-15.pdf](#)
- 8.b. Treasurer/Tax Collector: Resolution Authorizing Sale of Tax-Defaulted Property at Public Auction. To make any sale of tax-defaulted property, the Tax Collector must transmit a notice to the Board of Supervisors (Section 3698, R&T Code). On receipt of such notice, the Board of Supervisors must, by Resolution, either approve or disapprove the proposed sale (Section 3699, R&T Code).
Suggested Action: Approval of proposed sale and adoption of proposed Resolution.
[RESSALE.PA.doc](#)
[AUTHSALES.2025.pdf](#)
- 8.c. Assessor Roll Corrections - approval of P19 base year value transfer being decreased over \$150,000.
Suggested Action: Approve
[044-170-024-000.pdf](#)
- 8.d. Mineral Appraisal Agreement Amendment - Harold W Bertholf INC
Suggested Action: Approve
[Mineral Appraisal Agreement.pdf](#)
- 8.e. Peace Officer of the Year: Approval of a Resolution Honoring John FooSum as Peace Officer of the Year for 2024.
Suggested Action: Approval.
[John FooSum Resolution.docx](#)
- 8.f. Commission on Aging: Approval of the re-appointment of Chris Kalton, Member at Large for a four-year term. (October 8, 2024-October 7, 2028).
Suggested Action: Approval.

- 8.g. District Attorney, request to transfer funds from DA CCP account to department 2120 revenue.
Suggested Action: Approval
[CCP Funds Transfer 24000.00- transfer to budget line - Memo for Consent Agenda 9-24.pdf](#)
- 8.h. Building Department-Limited Density Owner-Built Rural Dwelling / LD245610 - Donahue
Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".
[ATF.pdf](#)
[Resolution - Donahue.docx](#)
[Signed Agreement.pdf](#)
- 8.i. Auditor: Resolution Establishing the 2024-25 Fiscal Year Appropriations Limit
Suggested Action: Approval of the Resolution for the Appropriations Limit.
[Agenda Packet for FY 2024-25 Appropriation Limit - Resolution.pdf](#)
- 8.j. Environmental Health: Request to transfer funds from CUPA Trust fund to minor equipment for purchase of new laptop to be used by the CUPA Program.
Suggested Action: Approval.
[3639_001.pdf](#)
- 8.k. Request to convert a vacant Legal Assistant position to an Investigative Assistant position and create a Senior District Attorney Investigator classification in the District Attorney's Office Investigations Bureau.
Suggested Action: Approve
[Memo - DA Bureau of Investigations Restructuring.doc](#)
[Reclassification - Investigative Assistant.pdf](#)
[Reclassification - Senior District Attorney Investigator.pdf](#)
[Job Description - Investigative Assistant 2024.docx](#)
[Job Description - Senior DAI.docx](#)
[SOMMA 10.01.2024 Amended 10.08.2024.pdf](#)
[SOMMA 10.01.2025 3% Amended 10.08.2024.pdf](#)
[SEIU GENERAL UNIT 10.01.2023 Amended 10.8.2024.pdf](#)
- 8.l. Social Services: Request to add one Housing Services Social Worker I/II position
Suggested Action: To review the attached memorandum and and approve adding one (1) Housing Services caseworker position to support the Housing Program Manager meet improved outcomes for our community and departmental objectives in line with State expectations. This in turn will maximize the opportunity for continued funding to alleviate homelessness for our County.
[Request to add Housing Services SW I-II.doc](#)
- 8.m. Request to reclassify Administrative Assistant II to a Community Development Technician I in the Transportation and Public Works Department.
Suggested Action: Approve
[Memo -Reclassification Administrative Asst. II to Community Dev. Tech I.doc](#)
[Reclass Memo.pdf](#)
[Reclass Request-signed.pdf](#)
[Admin Asst II Job Description.pdf](#)
[Comm Dev Tech I Job Description.pdf](#)
- 8.n. Addition of a Behavioral Health Program Manager - Clinical Services position in the

Behavioral Health Department

Suggested Action: Approve

[Memo -Add BH Program Manager.doc](#)

[BH Clinical Program Manager Request for Position to be Added.pdf](#)

[Behavioral Health Program Manager Clinical Services \(final\).docx](#)

[Behavioral Health Program Manager Clinical Services \(edits\).docx](#)

- 8.o. Addition of a Services Support Assistant III (IMS) position in the Social Services Department as a promotional opportunity.

Suggested Action: Approve

[Memo - Add SSA III IMS Promotional Opportunity.doc](#)

- 8.p. Consolidated Salary Schedule

Suggested Action: Approve

[Memo-updated Consolidated Salary Schedule.doc](#)

[Consolidated 10.01.2024 DRAFT.pdf](#)

- 8.q. Resolution Regarding Salaries and Fringe Benefits for Management Employees and establishment of Community Development Director position.

Suggested Action: Approve.

[Memo -Community Development Director.doc](#)

[Management_Resolution \(draft\) 10.8.24.docx](#)

[Management Salary 9.29.2024 Amended 10.08.2024.pdf](#)

[Community Development Director 10.2024.docx](#)

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

Suggested Action: Approve

[Oneto.pdf](#)

- 8.s. Request to reclassify an Outreach Specialist to a Public Health Program Coordinator in the Public Health Department.

Suggested Action: Approve

[Memo -Reclassification Outreach Specialist to PH Program Coordinator.doc](#)

[Program Coordinator reclass BOS memo 9.24.pdf](#)

[Reclassification - Public Health Program Coordinator.pdf](#)

9. ADJOURNMENT: UNTIL TUESDAY, OCTOBER 22, 2024 AT 9:00 A.M. (CLOSED SESSION

BEGINS AT 8:30 A.M.) In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 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: October 8, 2024

SUBJECT

Public Employee Discipline/Dismissal/Release. {Government Code 54957}

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: October 8, 2024

SUBJECT

Lori Stein - Workers Compensation Claim No.: 20182001230.

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

Risk Management, County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Review and possible approval of the September 24, 2024 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Agriculture Department

Meeting Date: October 8, 2024

SUBJECT

Presentation of 2023 Crop Report by Eric Mayberry, Agriculture Commissioner

Recommendation:

Report Only

4/5 vote required:

No

Distribution Instructions:

BOS, CAO

ATTACHMENTS

- [Crop Report Memo.pdf](#)



**OFFICE OF
DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES**

LOCATION: 12200-B Airport Road, Martell, CA ♦ **PHONE:** (209) 223-6487 ♦ **FAX:** (209) 223-3312
MAIL: 12200-B Airport Road ♦ Jackson, CA 95642-9527 ♦ **EMAIL:** agriculture@amadorgov.org

MEMORANDUM

TO: Board of Supervisors
CC: Chuck Iley, CAO
FROM: Eric Mayberry, Agricultural Commissioner
DATE: October 08, 2024
SUBJECT: 2023 Crop Report

A handwritten signature in black ink, appearing to be "E. Mayberry", is written over the "FROM:" line of the memorandum.

Background: None

Subject or Key Issue: Presentation of 2023 Amador County Crop Report by Agriculture Commissioner, Eric Mayberry to Board of Supervisors.

Alternatives: None

Fiscal or Staffing Impacts: None

Recommendation(s): None

Attachments:

- None

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: October 8, 2024

SUBJECT

Waste Management: Discussion and possible action relative to Board Authorization of Assignment of Franchise Agreement to Delta Container Services. Inc.

Recommendation:

1. Adopt Resolution approving the Assignment of The Solid Waste Franchise Agreement with Delta Container Service, Inc A California Corporation.
2. Approve Execution of the Amendment To The Operating, Transport and Disposal Agreement and Assignment and Consent.
3. Approve Execution of the Second Amendment to the Franchise Agreement and Consent and Assignment.
4. Authorize staff to finalize the Restated and Amended Lease for the Buena Vista Landfill Administration Building and for the Board Chairman to sign the Restated and Amended Lease.

4/5 vote required:

No

Distribution Instructions:

Waste Management

ATTACHMENTS

- [Full Agenda Packet ACES Assignment Item 10.08.24.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: October 8, 2024
SUBJECT: Board Authorization of Assignment of Franchise Agreement to Delta Container Services, Inc. a wholly owned subsidiary of Republic Services, Inc. and Adoption of Resolution 24-xxx

Introduction

On June 23, 2020 the Board entered into a Franchise Agreement with ACES Waste Services to provide Solid Waste Collection Services in the unincorporated area of the County. The Agreement allows for the assignment to a new contractor with the authorization of the Board.

The Solid Waste Ad Hoc Committee has met twice with County Counsel, ACES management and representatives of Republic Services for the purpose of bringing this matter forward to the Board.

The attached Resolution (24-XXX), Restated and Amended Lease, Second Amendment to the Franchise Agreement and Consent to Assignment, and Amendment to the Operating, Transport and Disposal Agreement and Assignment and Consent, constitute the documents necessary for the Board to formally approve the Assignment of the Franchise Agreement from ACES to Delta Container Service, Inc.

Recommendation:

- Adopt Resolution 24-XXX Approving the Assignment of The Solid Waste Franchise Agreement with Delta Container Service, Inc A California Corporation.
- Approve Execution of the Amendment To The Operating, Transport and Disposal Agreement and Assignment and Consent.
- Approve Execution of the Second Amendment to the Franchise Agreement and Consent and Assignment.
- Authorize staff to finalize the Restated and Amended Lease for the Buena Vista Landfill Administration Building and for the Board Chairman to sign the Restated and Amended Lease.

Attachments:

- 1.) Resolution 24-XXX
- 2.) Amendment to The Operating, Transport and Disposal Agreement and Assignment and Consent.
- 3.) Execution of the Second Amendment to the Franchise Agreement and Consent and Assignment
- 4.) Restated and Amended Lease for the Buena Vista Landfill Administration Building
- 5.) 45-Day Owner Operator Change Notice CalRecycle Form 675
- 6.) Application for Solid Waste Facility Permit and Waste Discharge Requirements

Attachment 1

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

IN THE MATTER OF:

RESOLUTION OF THE BOARD OF SUPERVISORS)
APPROVING THE ASSIGNMENT OF THE SOLID) RESOLUTION NO. 24-XXX
WASTE FRANCHISE AGREEMENT WITH DELTA)
CONTAINER SERVICE INC A CALIFORNIA CORP.)

WHEREAS, Amador County (hereinafter referred to as "County") is a General Law County organized and operating under California Government Code section 6500 et seq. and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act") (California Public Resources Code section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and

WHEREAS, the County may determine whether services are provided by a partially exclusive or wholly exclusive franchise, either with or without competitive bidding, and has the authority to prescribe the terms and conditions under which services are provided thereunder; and

WHEREAS, on June 23, 2020, the County entered into the "Franchise Agreement between the County of Amador and ACES Waste Services, Inc. for Collection & Disposal Services for Solid Waste and Recyclable Materials," which is fully incorporated herein by this reference (the "ACES Franchise Agreement"); and

WHEREAS, Section 3.4 of the ACES Franchise Agreement provides, in the event of any assignment, the term of the Agreement shall automatically revert to a ten (10) year term from the date of such assignment and shall expire following ten (10) years from such date; and

WHEREAS, Section 16.3 of the ACES Franchise Agreement prohibits assignment of the agreement without the prior written consent of the Agency and authorizes the Agency to place reasonable conditions thereon; and

WHEREAS, Section 16.3 of the ACES Franchise Agreement defines "assignment" to include, among other things: (i) a sale, exchange or other transfer to a third party of substantially all of the ACES's assets dedicated to service under this agreement (ii) an arrangement which results in a change of ownership or control of fifty (50) percent or more of the value or voting rights in local, regional, and/or corporate stock of ACES, and (iii) any combination of the foregoing which has the effect of any such transfer or change of local, regional, and or corporate ownership and/or control of ACES; and

WHEREAS, ACES is an independent California Corporation, and all of the assets are being sold to Delta Container Service, Inc., a California corporation ("DCSI"), which is a wholly owned subsidiary of Republic Service, Inc., a Delaware corporation ("RSI"), thus constituting an "assignment" under Section 16.3 of the ACES Franchise Agreement (the "Assignment"); and

WHEREAS, ACES and DELTA CONTAINER SERVICE, INC. are corporations in good standing and authorized to transact business in the State of California, in the business of Collection, Processing, and Transportation of Solid Waste, Recyclable Materials, Construction and Demolition debris, and Organic Materials; and

WHEREAS, the Agency desires to consent to the Assignment, having determined that ACES and DELTA CONTAINER SERVICE, INC are qualified to provide for the Collection of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials within the Service Area of the Agency and the Transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors consents to the Assignment subject to the following reasonable conditions:

1. The consent provided by this Resolution shall expire one hundred twenty (120) days from the effective date of this Resolution such that the Assignment must occur within that timeframe or ACES must seek further consent from the Agency for this or any other assignment of the ACES Franchise Agreement;
2. Upon the effective date of the Assignment, the term of the ACES Franchise Agreement shall be ten (10) years;
3. ACES, DCSI, and/or RCI shall notify the Agency in writing of the effective date of the Assignment no later than the date thereof;
4. ACES, DCSI and RCI, jointly and severally, shall indemnify, defend, and hold harmless the Agency and the Members, individually and/or collectively, their appointed and elected officials, employees, and/or independent contractors from and against any and all claims, suits, losses, costs, or expenses arising out of or related to the Agency's consent to the Assignment; provided, however, that the foregoing obligation to indemnify, defend, and hold harmless the Agency and the Members: (i) shall not apply to claims, suits, losses, costs, or expenses to the extent such are contained and specifically pled in litigation involving the Agency or the Members that was filed in a court of competent jurisdiction before the effective date of this Resolution, but (ii) shall apply to all other claims, suits, losses, costs, or expenses arising out of or related to the Agency's consent to the Assignment.
5. The RESTATED AND AMENDED LEASE for the Buena Vista Landfill Administrative Facility must be accepted and signed by ACES prior to the transfer of assets to DCI.
6. The AMENDMENT TO THE OPERATING, TRANSPORT AND DISPOSAL AGREEMENT AND ASSIGNMENT AND CONSENT document is to be executed by all parties.
7. THE SECOND AMENDMENT TO THE FRANCHISE AGREEMENT AND CONSENT TO ASSIGNMENT is to be executed by all parties.

BE IT FURTHER RESOLVED that the Board of Directors finds that this consent is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b)(3) (CEQA only applies to projects which have potential for causing a significant effect on the environment) . This consent merely approves the legal assignment of the ACES Franchise Agreement from one party to another and makes no changes whatsoever to the ACES Franchise Agreement itself. To the extent this consent is a project under CEQA, it is exempt under CEQA Guidelines 15301, 15306, 15307, 15308, 15273, and 15183.

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 8th day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 24-XXX) (10/08/24)

Attachment 2

**AMENDMENT
TO THE
OPERATING, TRANSPORT AND DISPOSAL AGREEMENT AND
ASSIGNMENT AND CONSENT**

This Amendment (this "Amendment") to that certain Western Amador Recycling Facility (WARF) Operation, Transport and Disposal Agreement (the "WARF Agreement"), dated June 23, 2020, by and between the County of Amador (the "County") and ACES Waste Services, Inc., a California corporation ("ACES"), is entered into as of _____, 2024¹ by and among the County, ACES, and Delta Container Corporation, a California corporation ("Delta Container"). The County, ACES and Republic are hereinafter collectively referred to as the "Parties."

- A. WHEREAS, the County and ACES are parties to the WARF Agreement;
- B. WHEREAS, ACES has entered into an Asset Purchase Agreement (the "Purchase Agreement") with Delta Container, pursuant to which ACES has agreed to sell substantially all of its assets owned and used in its business, including, without limitation, all of ACES' right, title, and interest in, to and under the WARF Agreement (the "Transaction");
- C. WHEREAS, pursuant to Section 27.B of the WARF Agreement, ACES may not assign the WARF Agreement without prior written consent of the County; and
- D. WHEREAS, the Parties desire to amend the WARF Agreement on the terms and subject to the conditions set forth in this Amendment; and
- E. WHEREAS, the Parties wish to document the terms and conditions upon which the County relies in consenting to the assignment of the WARF Agreement by ACES to Delta Container (the "Assignment"), and to confirm the status of the WARF Agreement, on the terms herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and other consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Designated Disposal Facilities . The following disposal facility is hereby added to Exhibit A as a "Designated Disposal Facility": The Forward Landfill located at 9999 S. Austin Road, Manteca, CA 95336.
- 2. Consent to Assignment. Pursuant to Section 27.B of the WARF Agreement, the County hereby approves and consents to the Assignment, effective as of the closing of the Transaction, and waives the right to terminate or any other rights it might have under the WARF Agreement as a result of the Assignment.
- 3. Assumption. The County hereby acknowledges and agrees that Delta Container shall replace ACES as a party to the WARF Agreement (which shall remain in full force and effect) and releases ACES from any and all claims, damages, liabilities, duties, obligations, costs

¹ Note to Draft: Date of this amendment to be the date the transaction between ACES and Delta Container is consummated. Currently, the parties are targeting 10/1 for a closing date.

and expenses due under or in connection with the WARF Agreement arising after the date hereof.

4. WARF Agreement in Effect. The WARF Agreement is in full force and effect and, except as provided herein, has not been modified, altered or amended in any respect and contains the entire agreement between the County and ACES with respect to the subject matter thereof. Any breach of this Amendment shall be a breach of the WARF Agreement.

5. Closing as a Condition of Assignment. If the Transaction is not consummated for any reason, this Amendment will cease to have effect and the WARF Agreement will remain in place between ACES and the County, in accordance with its terms.

6. Governing Law. This Amendment shall be governed by, and interpreted and enforced under, the laws of the State of California, without giving effect to conflict of laws principles. Venue shall be as provided for in the WARF Agreement, which provision is incorporated by reference.

7. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but when taken together shall constitute one and the same instrument. Counterparts may be sent for signature by email. Signatures on PDF copies thereof shall be deemed original signatures for all purposes and such PDF copies shall be admissible as evidence of the agreement in any and all administrative or judicial proceedings.

8. No Third-Party Beneficiaries. The Parties intend this Amendment for the sole benefit of the Parties and do not intend to confer any rights under this Amendment or any right to enforce this Amendment on any person or entity who is not one of the Parties.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above written.

COUNTY OF AMADOR

ACES WASTE SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

DELTA CONTAINER CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENT:

By: _____
Name: _____
Title: _____
Date: _____

Attachment 3

**SECOND AMENDMENT
TO THE
FRANCHISE AGREEMENT AND
CONSENT TO ASSIGNMENT**

This Second Amendment (this “Amendment”) to that certain Franchise Agreement for Solid Waste and Recyclable Materials Collection & Disposal, dated June 23, 2020, by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the “County”) and ACES WASTE SERVICES, INC., a California corporation (“ACES”), as amended by that First Amendment dated June 27, 2023 (the “Franchise Agreement”), is entered into as of October 1, 2024, by and among the County, ACES and DELTA CONTAINER CORPORATION, a California corporation (“Republic”). The County, ACES and Republic are hereinafter collectively referred to as the “Parties.”

WHEREAS, ACES and Republic have entered into an Asset Purchase Agreement, dated as of June 6, 2024, pursuant to which ACES has agreed to sell substantially all of its assets to Republic (the “Transaction”), including the Franchise Agreement;

WHEREAS, pursuant to Article 16.3, ACES may not assign the Franchise Agreement without prior written consent by the County;

WHEREAS, the Parties desire to amend the Franchise Agreement on the terms and subject to the conditions set forth in this Amendment; and

WHEREAS, it is in the best interests of the Parties to enter into this Amendment.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Designated Transfer, Processing and Disposal Facilities.

- a. Facility #2 (Forward Landfill) on Attachment D (*Designated Transfer, Processing and Disposal Facilities*), is hereby amended and restated in its entirety as set forth below:

Forward Landfill – Solid Waste and Green Waste, Special Waste Materials
9999 S. Austin Road
Manteca, CA 95336

- b. The follow facility is hereby added to Attachment D (*Designated Transfer, Processing and Disposal Facilities*):

Watt Avenue Recycling and Material Recovery Facility – Comingled/Curbside
Recyclables
4741 Watt Avenue
North Highlands, CA 95660

2. Consent to Assignment. The County hereby acknowledges and consents to the assignment of the Franchise Agreement from ACES to Republic (the “Assignment”) effective as

of the closing of the Transaction, and waives the right to terminate or any other rights it might have under the Franchise Agreement as a result of the Assignment.

3. Conditions to Approval. As a condition of the County's approval of the Assignment, Delta Container, ACES and the County agree as follows:

- a. Delta Container's Proceedings. In the last five (5) years, Delta Container has not been the subject of any administrative or judicial proceedings initiated by a federal, State or local county having jurisdiction over its operations due to an alleged failure to comply with federal, State or local laws or, if such proceeding(s) have occurred, that such proceeding(s) have not materially impacted Delta Container's ability to perform its obligations under an agreement for services similar to the Franchise Agreement.
- b. Delta Container's Operations. Delta Container conducts its operations in a safe and environmentally conscientious manner, in accordance with sound solid waste management practices in full compliance with all federal, State and local laws regulating the collection and disposal of solid waste and all environmental laws.

4. Payment of Assignment Fee. Pursuant to Section 16.3(D) of the Franchise Agreement, ACES shall pay the County a transfer fee in the amount of \$ _____, to cover the cost of the County's reasonable expenses for attorneys' fees and investigation costs.

5. Ratification. All provisions of the Agreement not specifically amended hereby shall remain in full force and effect, shall be unaffected by this Amendment and are incorporated herein by reference.

6. Counterparts. 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. This Amendment may be executed by delivery of an electronic copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

[Signature Page Follows]

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

COUNTY OF AMADOR,
a political subdivision of the State of California

By: _____
Name: _____
Title: _____

ACES WASTE SERVICES, INC.,
a California corporation

By: _____
Name: _____
Title: _____

DELTA CONTAINER CORPORATION,
a California corporation

By: _____
Name: _____
Title: _____

Attachment 4

RESTATED AND AMENDED LEASE

THIS RESTATED AND AMENDED LEASE (“Lease”) is made effective as of November 1, 2024 (“Effective Date”), by and between COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and ACES WASTE SERVICES, INC., a California corporation (“Tenant” and together with County, the “Parties”).

RECITALS

A. WHEREAS, County and Amador Disposal Service, Inc. (“ADS”) executed a Lease dated September 27, 2005, whereby ADS leased certain areas at the Buena Vista Landfill owned by County. The Original Lease was amended by that certain First Amendment to Lease, dated June 19, 2007 and that certain Second Amendment to Lease (“Second Amendment”) dated June 29, 2010 (the Original Lease, as so amended, being referred to herein as the “Original Lease”).

B. WHEREAS, County authorized the assignment of the Original Lease from ADS to Tenant as part of the Second Amendment, and Tenant accepted the assignment of the Original Lease from ADS.

C. WHEREAS, the term of the Original Lease was extended by Tenant, per Section 2.01 of the existing Lease, until March 19, 2021 and County and Tenant agreed thereafter to continue as a month-to-month tenancy.

D. WHEREAS, County and Tenant are parties to that certain Western Amador Recycling Facility (Warf) Operation, Transport and Disposal Agreement dated June 23, 2020 (“WARF Agreement”), attached hereto as **Exhibit B** with a term continuing until June 22, 2035, and County and Tenant desire to make the term of the Original Lease run concurrent with the term of the WARF Agreement.

E. WHEREAS, County and Tenant desire to execute this Restated and Amended Lease, which shall from and after the date hereof given and control the Lease of the Premises and which shall thereby extinguish all prior leases (and amendments to lease), between such parties, including the existing Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

ARTICLE 1

LEASE; PREMISES

1.01 Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases and demises to Tenant, and Tenant hereby leases and hires from County, the “Premises” described as those certain areas numbered One through Six shown on **Exhibit A** hereto, for the term and upon the covenants and conditions set forth in this Lease.

1.02 Ownership of Improvements. Any improvements located on the Premises on the Commencement Date, other than improvements associated with the Remedial Work, as defined in Section 11.04 and any improvements placed upon the Premises by Tenant (or ADS) at any time prior to or during the Term of this Lease (collectively, "Improvements") shall remain the property of Tenant throughout the Term of this Lease.¹ Upon termination of this Lease, all such Improvements shall become the sole property of County.

1.03 Negation of Partnership. County shall not become or be deemed a partner or a joint venturer of Tenant, nor vice-versa, by reason of the provisions of this Lease.

ARTICLE 2

TERM; CONDITIONS OF PREMISES

2.01 Term and Termination by Tenant. The term of this Lease ("Term") shall commence on September 1, 2024 ("Commencement Date") and be concurrent with the term of the WARF Agreement, as described at Section 3.0 of said WARF Agreement. Any extension of the term of the WARF Agreement shall automatically extend the term of this Lease for the same extension period. In the event of a termination of the WARF Agreement, this Lease shall automatically terminate.

2.02 Additional/Alternative Premises. In the event that Tenants' operations under the WARF Agreement and this Lease, causes business to overgrow the Premises subject to this Lease, the Parties agree to work together and negotiate in good faith to identify potential additional or alternative premises for Lease by Tenant. County may not unreasonably withhold consent to a future Amendment to this Lease in the event that Tenant reasonably determines that it needs additional space beyond the current Premises to continue to operate consistent with the terms of the WARF Agreement.

2.03 Termination of Original Lease. As of the Effective Date of this Lease, the Original Lease shall be terminated and of no further force or effect.

ARTICLE 3

RENT; OTHER PAYMENTS

3.01 Rent. Tenant shall pay to County as annual rent ("Rent"), without deduction, set-off, prior notice, or demand, an amount equal to \$47,160.00 per year, payable in equal monthly installments of \$3,930.00. Each installment of rent shall be due and payable on the first day of each calendar month. Rent for any partial month shall be prorated on the basis of a month of 30 days. At the option of County, the Rent may be adjusted on each 5-year anniversary of the Commencement Date in accordance with the changes in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland Metropolitan Area; provided, however, that in no

¹ **Note to Draft:** Are there any buildings or improvements that are not owned by Tenant?

event shall the adjusted rental rate for the subsequent year be less than the then current rental rate as of the date of adjustment, unless otherwise agreed upon by the Parties.

Rent shall be paid to the County at the address set forth in Section 12.01, or at the election of Tenant via ACH wire transfer pursuant to instructions provided by County.

3.02 Taxes. The Parties acknowledge that, in the event that the terms of this Lease result in vesting a possessory interest in favor of Tenant, Tenant may be subject to payment of personal property taxes levied upon such interest. Tenant shall be solely responsible for the payment of any such personal property taxes, as well as personal property taxes on any personal property owned by Tenant. Tenant shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Tenant from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

3.03 Late Charges. The Parties acknowledge that late payment of rent and any other sums due hereunder will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and staff time. Accordingly, if any installment of rent or any other sum due to County shall not be received by County within fifteen (15) days of the date due, then Tenant shall pay to County a later charge equal to seven percent (7%) of the overdue amount. The Parties hereby agree that this late charge represents a fair and reasonable estimate of costs County will incur by reason of late payment by Tenant. Acceptance of any late charge by County shall in no event constitute a waiver of Tenant's default or prevent County from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then notwithstanding section 3.01 or any other provision of this Lease to the contrary, rent shall, at County's option, become due and payable quarterly in advance.

ARTICLE 4

USE; UTILITIES

4.01 Tenants' Use. Tenant shall use the Premises exclusively for the operation of a business office and for other such uses related to its hauling operations and related or affiliated waste operations, parking for vehicles used in its hauling operations, employee parking, for its operations in connection with the WARF Agreement, and for no other purpose, without the written permission of County.

4.02 Restrictions. Tenant shall not conduct or permit to be conducted any private or public nuisance on the Premises. Tenant shall, at its expense, comply with all permits, authorizations, laws, ordinances and regulations applicable to the Premises and the business conducted thereon, including, without limitation, any requirements of the California Regional Water Quality Control Board, the California Integrated Waste Management Board, and any other federal, state or local agency with jurisdiction over any operations by Tenant or related in any manner to Tenants' use of the Premises, whether or not permitted by this Lease.

4.03 Utilities. Tenant shall pay when due or cause to be paid, and shall hold County harmless from, any liability for all charges for water, gas, sewage, electricity, trash collection, telephone and other utilities and services supplied to and used on the Premises.

ARTICLE 5 IMPROVEMENTS

5.01 Alterations. At any time, Tenant may, at its own expense, from time to time make such permanent and nonstructural alterations, replacements, additions, changes, and/or improvements (collectively referred to in this Lease as "Alterations") to the Premises as Tenant may find necessary or convenient for its purposes; provided, however, that the value of the Premises is not thereby diminished, and further provided that except as otherwise set forth in the WARF Agreement, no structural Alterations to the improvements located on the Premises may be made without obtaining the prior written approval of County. Tenant shall reimburse County for all reasonable and documented costs and expenses (including, without limitation, any architect and/or engineer fees) incurred by County in approving or disapproving Tenants' plans for Alterations. Tenant shall be liable for and shall indemnify and defend County and any from any claim, demand, lien, loss, damage or expense, including reasonable attorney fees and costs, arising from any Alterations permitted under this Article.

5.02 Requirements. All Major repairs, alterations or additions (defined below) to be performed on the Premises that require the approval of County shall be made under the supervision of a competent architect or licensed structural engineer and made in accordance with plans and specifications approved in writing by County before commencement of the work. All work with respect to any Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work.

5.03 Other Alterations/Ownership of Repairs. Except for Minor repairs, alterations or additions (defined below), or any repairs, alterations or additions set forth in the WARF Agreement, Tenant shall not make any Alterations to the Premises without County's prior written consent, not to be unreasonably withheld, conditioned or delayed. Any approved Alterations to the Premises shall remain on and be surrendered with the Premises on expiration or termination of the Term.

5.04 Diligent Completion. Once any work on the Premises is begun, Tenant shall with reasonable diligence prosecute to completion all construction of improvements, additions or alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with any plans and specifications submitted to County as required by this Lease and shall comply with all applicable governmental permits, laws, ordinances and regulations, including, without limitation, regulations under the Americans with Disabilities Act. County or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or any other notices that County may deem to be proper for the protection of County's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such

lien, give to County written notice of its intention to do so in sufficient time to enable posting of such notices. On completion of any work of improvement during the Term which might result in any such lien, Tenant shall file or cause to be filed a notice of completion. Tenant shall deliver to County, within ten (10) days after completion of any work, a copy of the final building permit with respect thereto, if applicable.

5.05 Protection of County. Tenant shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect in California when the work begins. No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, Tenant may in good faith and at Tenants' own expense contest the validity of any such asserted lien, claim or demand, provided Tenant has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim).

5.06 Right to Discharge Lien. If Tenant does not cause to be recorded the bond described in California Civil Code Section 3143 or otherwise protect the Premises under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, County shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Tenant shall reimburse County for all sums paid by County under this paragraph, together with all County's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

5.07. Indemnity of County. Tenant shall defend and indemnify County against all liability and loss of any type arising out of work performed on the Premises by Tenant, together with reasonable attorneys' fees and all costs and expenses incurred by County in negotiating, settling, defending or otherwise protecting against such claims in the event of the breach by Tenant of the duty to defend or indemnify County, except to the extent caused by County.

5.08 Major and Minor Repairs, Reconstruction, Alterations. County's approval is not required for Tenants' Minor repairs, alterations or additions. "Minor" repairs, alterations or additions are those non-structural repairs, alterations or additions with a construction cost not exceeding \$75,000. "Construction cost" includes all costs that would constitute the basis of a valid claim or claims under the Mechanics' Lien Laws in effect at the time the work is commenced for any demolition and any removal of existing Improvements or parts of Improvements as well as for preparation, construction and completion of all new improvements or parts of improvements. The dollar amount stated above shall be adjusted annually by the percentage change in the index known as the Engineering News Record-San Francisco Bay Area-Cost of Construction Index or successor index. If such index is discontinued and there is no successor index, the reference figure shall be determined by the senior officer in the closest

office of the United States Department of Commerce or successor department or agency. "Major" repairs, alterations or additions are those not defined as "Minor" above.

5.09 Duty to Maintain Premises/Compliance with Laws. Throughout the Term, Tenant shall, at Tenants' sole cost and expense, maintain the Premises and all Improvements in at least as good a condition as existed on the Commencement Date, ordinary wear and tear and damage due to casualty or condemnation excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (a) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (b) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (c) all insurance companies insuring all or any part of the Premises or Improvements or both.

A. Tenants' repair and maintenance obligations shall include, without limitation, the following, as applicable: the roof; the heating, ventilation and air conditioning system; mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these duties); all fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, locks and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Tenant shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean and orderly condition.

B. Tenant shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the Improvements, resulting wholly or in part from causes required by this Lease to be covered by fire or extended coverage insurance. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality and use to the condition of the Improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease.

C. Tenant shall have no obligation to repair or restore following damage from events not required to be covered by insurance required to be maintained by Tenant. County shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Premises. County's election to perform any obligation of Tenant under this provision on Tenants' failure or refusal to do so shall not constitute waiver of any right or remedy for Tenants' default, and Tenant shall promptly reimburse, defend and indemnify County against all liability, loss, cost and expense arising from it.

5.10 Right to Contest Governmental Order. Tenant has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to County, the

validity or application of any law, ordinance, order, rule, regulation or requirement (hereafter called "law") that Tenant repair, maintain, alter or replace the Improvements in whole or in part, and Tenant shall not be in default for failing to do such work until a reasonable time following final determination of Tenants' contest. If County gives notice of request, Tenant shall first furnish County a bond, satisfactory to County in form, amount and insurer, guaranteeing compliance by Tenant with the contested law and indemnifying County against all liability that County may sustain by reason of Tenants' failure or delay in complying with the law. County may, but is not required to, contest any such law independently of Tenant. County may at its election join in Tenants' contest.

5.11 Intentionally Deleted.

5.12 County Not Obligated to Repair or Maintain; Tenants' Waivers. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code Section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Tenant specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to County under this Lease. The provisions of this Article 5 shall govern the rights of the parties in the event of any full or partial destruction of Improvements on the Premises. Tenant hereby waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of any Improvements on the Premises to the extent that such California Civil Code sections are inconsistent with the provisions of this Article 5.

5.13 Compliance with NPDES Requirements. The Parties acknowledge that they are co-located at the Buena Vista Landfill site and share responsibilities for complying with National Pollution Discharge Elimination System requirements. Accordingly, Tenant and County shall cooperate in applying and funding best management practices to manage stormwater runoff on the Buena Vista Landfill, including, without limitation, taking any measures required to remedy any exceedances identified by the Regional Water Quality Control Board, with each party bearing responsibility for the areas under its control (i.e., Tenant shall be responsible for drainage and runoff from the Premises, and County shall be responsible for drainage and runoff from the remainder of the Buena Vista Landfill ("BVL") site).

ARTICLE 6

ASSIGNMENT; SUBLEASING

6.01 Assignment. Tenant shall not assign Tenants' rights or delegate its obligations under this Lease without the prior written consent of County in each instance, which consent County may withhold in County's sole and absolute discretion. Any such assignment or delegation without the prior written consent of County shall be null and void, and the purported assignee shall not have any rights hereunder. Subject to the foregoing, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to this Lease. Notwithstanding anything to the contrary set forth in this Lease, no consent shall be required by the County for any assignment of this Lease to Delta Container Corporation, a California

corporation, or its affiliate ("Permitted Assignee"). In the event of any assignment to a Permitted Assignee, Tenant or its successor shall provide written notice to County.

6.02 Tenant's Right to Sublease. Tenant shall not sublease any portion of the Premises, without the prior written consent of County, which consent shall not be unreasonably withheld, except to Permitted Assignee.

6.03 Unauthorized Assignment and Sublet. Any assignment, encumbrance or sublease made that is not in compliance with the provisions of this Article 6 and otherwise without County's consent shall be voidable and, at County's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.

ARTICLE 7

INSURANCE AND INDEMNITY

7.01 Insurance. Tenant shall procure and maintain during the Term, at its sole cost and expense, (i) a policy or policies of either commercial or comprehensive general liability insurance relating to the use and occupancy of the Premises and the business operated by Tenant on the Premises. Such insurance shall include broad form contractual liability insurance coverage insuring all of Tenants' indemnity obligations under this Lease. Such coverage shall have a minimum combined single limit of liability of at least \$1 million and a general aggregate limit of at least \$3 million; and (ii) a pollution liability policy of at least \$1 million. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss however occasioned occurring during the policy term and shall be endorsed to add County as an additional insured, to provide that such coverage shall be primary and that any insurance maintained by County shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insured; (c) deleting any liquor liability exclusion; and (d) providing for coverage of employer's automobile nonownership liability. Tenant shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than \$1 million per employee and \$1 million per occurrence.

7.02 Building Insurance. At all times during the Term or any extension thereof, Tenant shall cause to be effected upon the Premises (including any additions or improvements made by County or Tenant and any fixtures or equipment installed by Tenant, and plate glass window insurance) fire insurance, special extended coverage or all-risk coverage insurance, vandalism and malicious mischief in the amount of 100% of the full replacement value of the Improvements. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. With respect to any insurance effective for a term extending beyond the Term, Tenant shall be obligated to pay only such proportion of the premium upon such insurance as that portion of the term of the policy lapsing prior to the expiration of the Term of this Lease bears to the entire term of the policy.

7.03 Proceeds of Fire and Extended Coverage Insurance. County shall, at Tenant's cost and expense, cooperate fully with Tenant to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by Section 7.02 shall provide that the proceeds shall be paid to Tenant. The proceeds shall be deemed to be held in trust by Tenant for the uses and purposes prescribed by this Lease. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair and reconstruction of the Improvements shall be Tenant's sole property.

7.04. Additional Insured. Tenant shall cause County (and any mortgagee and other person reasonably designated by County) to be named as an additional insured in any policy above via blanket form endorsement provided for (excluding worker's compensation and employer's liability insurance).

7.05 Intentionally Deleted.

7.06 Forms of Policies; Deductibles. All insurance policies required by this Article shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insured shall not reduce or avoid coverage to the other named or additional insured; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this Article shall be written by companies rated A-XII or better in Best's Insurance Guide and authorized to do business in California. Tenant shall be responsible for any deductible amount, so that so far as County is concerned, it will be as if the insurance had no deductible.

7.07 Insurance Certificates; Failure to Deliver. Tenant shall furnish County prior to the Commencement Date, and thereafter prior to the expiration of each such policy, a certificate of insurance issued by the insurance carrier of each policy of insurance carried hereunder. The certificates shall expressly provide that the policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after written notice to County. If Tenant shall fail to procure such insurance or to deliver such certificates after written notice to Tenant and any applicable cure period, County may, at its option, and in addition to County's other remedies in the event of a default by Tenant under this Lease, procure the same for the account of Tenant, and the cost thereof shall be paid to County as additional rent.

7.08 Waiver of Subrogation. The parties hereby release each other, and their respective successors and assigns, from any claims for damage to any person, the Premises, or to the Improvements and any personal property in or on the Premises, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damages, provided that such release shall only be effective to the extent of the actual coverage of the insurance policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy carried with respect to the Premises or the Improvements.

7.09 Indemnification. Except as may be caused by the negligence or misconduct of County or anyone acting by or through County, Tenant, from and after the Effective Date and during the Term, will indemnify, defend and save County harmless from and against (i) any and all claims, demands, actions, damages, liability and expense (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from the negligence or misconduct of Tenant on the Premises, (ii) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or (iii) violations of or noncompliance with any governmental requirements or insurance requirements (including without limitation (x) except as set forth in Article 11, any federal, state or local law, ordinance or regulation relating to environmental conditions or hazardous materials ("Environmental Laws"), and (y) the Americans with Disabilities Act and the regulations promulgated thereunder), or from the negligence or misconduct of Tenant or any person on the Premises or the Improvements by license or invitation of Tenant or occupying the Premises, the Improvements or any part thereof under Tenant or any sublessees of Tenant.

The foregoing indemnity shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

7.10 Waiver of Loss Damage. County shall not be liable for any damage to property of Tenant or Tenant's sublessees, or of others, located in, on or about the Premises or Improvements, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, unless caused by the acts or omissions of County. County shall not be liable to Tenant or Tenant's sublessees, or any of their employees, agents, or invitees, for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or Improvements or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of nature whatsoever, except as caused by the acts or omissions of County. County shall not be liable to Tenant or Tenant's sublessees, or any of their employees, agents, or invitees, for any such damage caused by other persons in the Premises or Improvements or the public, or caused by operations in construction of any private, public or quasi-public work, except as caused by the acts or omissions of County. All property of Tenant or Tenant's sublessees kept or stored on or in the Premises or Improvements shall be so kept or stored at the sole risk of Tenant or its sublessees, and Tenant shall hold County harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the acts or omissions of County or anyone acting by or through County.

7.11 Builder's Risk Coverage. Before commencement of any substantial demolition or construction, Tenant shall cause to be procured and shall cause to be maintained in force until completion and acceptance of the work, "all risks" builder's risk insurance including vandalism and malicious mischief, in a form and with a company reasonably acceptable to County, covering improvements in place and all material and equipment at the job site furnished under

contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits of at least the full insurable value for all work at the job site.

ARTICLE 8

DEFAULT AND REMEDIES

8.01 Remedies. If Tenant shall at any time be in breach in the payment of rent or any other monetary sum called for by this Lease for more than 10 business days following written notice from County to Tenant, or if Tenant shall at any time be in breach in the keeping and performing of any of its other covenants or agreements herein contained, and should such other breach continue for 30 days after written notice thereof from County to Tenant specifying the particulars of such breach, or if such other breach is of a nature that curing such breach will take more than 30 days and Tenant has failed to commence such cure within such 30 days and to thereafter diligently pursue completion of such cure, then Tenant shall be in default under the Lease. In the event of such default and in addition to any or all other rights and remedies of County hereunder and by law provided, County shall have the option to:

A. Terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all Tenant's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Premises and all Improvements; and County may re-enter and take possession of the Premises and all remaining Improvements. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to County or from any claim for damages previously accrued or then accruing against Tenant.

B. Without terminating this Lease, County may at any time and from time-to-time relet the Premises and Improvements or any part or parts of them for the account and in the name of Tenant or otherwise. County may at County's election eject all persons or eject some and not others, or eject none; provided, however, County shall not eject any sublessees with valid subleases in the Improvements. Any reletting may be for the remainder of the Term or for a longer or shorter period. County may execute any leases made under this provision either in County's name or in Tenant's name and shall be entitled to all rents from the use, operation or occupancy of the Premises or Improvements, or both. Tenant shall nevertheless pay to County on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus County's expenses, less the avails of any reletting, including by way of example, but not limited to, remodeling expenses, commissions and advertising costs. No act by or on behalf of County under this provision shall constitute a termination of this Lease unless County gives Tenant notice of termination.

C. Even though it may have relet the leased Premises, County may thereafter elect to terminate this Lease and all of Tenant's rights in or to the Premises.

8.02 Mitigation of Damages. In the event that a right of action by County against Tenant arises under this Lease, Landlord shall attempt to mitigate damages by using its best efforts to seek to relet the Premises.

8.03 Default by County. The failure of Landlord to perform any obligation or the breach by Landlord of any representation or warranty contained herein within thirty (30) days after receipt by Landlord of written notice of such failure, shall constitute an "Event of Default" hereunder. Upon the occurrence and continuance of an Event of Default, Tenant may, at its option and without any obligation to do so, other than those obligation created in this document, elect any one or more of the following remedies:

- A. Terminate and cancel this Lease; or
- B. Withhold payment or performance under the Lease until such time as such Event of Default is cured; or
- C. Cure such Event of Default and recover the costs thereof by an action at law or by set off against the Rent due hereunder; or
- D. Pursue any other remedy now or hereafter available at law or in equity in the state in which the Premises are situated.

ARTICLE 9 TERMINATION; EXPIRATION

9.01 Tenant's Duty to Surrender. At the expiration or earlier termination of the Term, Tenant shall surrender to County the possession of the Premises. Tenant shall leave the surrendered Premises and any other property belonging to County in good condition, reasonable wear and tear and damage due to casualty excepted, and except as provided to the contrary in provisions of the Lease on maintenance and repair of Improvements or in the WARF Agreement. If Tenant fails to surrender the Premises at the expiration or sooner termination of this Lease, Tenant shall defend and indemnify County from all liability and expense resulting from the delay or failure to surrender.

9.02 Holding Over. If Tenant shall hold over the Premises after the expiration of the Term with the consent of County, either express or implied, such holding over shall be construed to be only a tenancy from month-to-month subject to all the covenants, conditions and obligations contained in this Lease insofar as they are applicable to a month-to-month tenancy. Tenant hereby agrees to continue payment of all monetary sums (such as taxes, insurance, etc.) that are the Tenant's obligation under this Lease. The monthly rent payable during any period of holding over shall be 120% of the then current monthly rent.

ARTICLE 10
CONDEMNATION

10.01 Definitions.

A. "Condemnation" means (i) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemner, and (ii) a voluntary sale or transfer by County to any condemner, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. "Date of taking" means the date the condemner has the right to possession of the property being condemned.

C. "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "Condemner" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

10.02 Parties' Rights and Obligations to be Governed by Lease. If, during the Term, there is any talking of all or any part of the Premises, any Improvements on the Premises or any interest in this Lease by Condemnation, the rights and obligations of the Parties shall be determined pursuant to the provisions of this Article 10.

10.03 Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the Date of taking.

10.04 Effect of Partial Taking. If any portion of the Premises or the Improvements thereon is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, following a reasonable amount of reconstruction, Tenant business cannot be conducted at an economically feasible level on the remaining portion of the Premises.

A. Tenant must exercise its right to terminate by giving County written notice of its election within 90 days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination.

B. Failure to properly exercise the election provided for in this section will result in this Lease continuing in full force and effect.

10.05 Award. All Awards for the taking of any part of the Premises or proceeds from the sale made under the threat of the exercise of the power of eminent domain shall be the property of County, whether made as compensation for diminution of value of the leasehold estate, for the taking of the fee, or as severance damage; provided, however, that Tenant shall be entitled to any Award for loss of or damage to Tenant's trade fixtures, and removable personal property.

10.06 Condemnation by County. During the Term of this Lease County shall not initiate any taking of the Premises.

ARTICLE 11

HAZARDOUS MATERIALS

11.01 Hazardous Materials Laws Definition. As used in this section, the term "Hazardous Materials Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation, the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

11.02 Hazardous Materials - Definition. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

A. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

B. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

C. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

D. is any other material or substance giving rise to any liability, responsibility or duty upon the County or Tenant with respect to any third person under any Hazardous Materials Laws.

11.03 Tenant's Covenants Regarding Hazardous Materials. Tenant covenants that during the Term, or any extension thereof, or for such longer period as may be specified herein, Tenant shall comply with all of the following provisions of this section unless otherwise specifically approved in writing by County's Lease Administrator (as designated in Section 12.01 below):

A. Tenant shall not cause or knowingly permit any Hazardous Materials to be brought, kept or used in or about the Premises by Tenant, its sublessees, agents, employees, contractors or invitees, or by anyone acting by or through any of them, except in compliance with Hazardous Materials Laws and for small amounts of products routinely used in the care and maintenance of trucks and equipment, cleaning and similar products that are used in the ordinary course of business.

B. Any handling, transportation, storage, treatment or usage by Tenant of Hazardous Materials on the Premises shall be properly stored and disposed of, and shall be maintained in compliance with all applicable Hazardous Materials Laws and in a manner that will not cause a risk of contamination to the Premises.

C. Any leak, spill, release, discharge, emission ("Release") or disposal of Hazardous Materials that occur on the Premises following the Commencement Date and

which are caused by Tenant shall be promptly and thoroughly cleaned and removed from the Premises by Tenant at its sole expense if and only to the extent such cleaning and removal is required by the Hazardous Materials Laws, and any such material Release or disposal requiring cleanup or removal pursuant to the Hazardous Materials Laws shall be promptly reported in writing to County, and, to the extent required by the Hazardous Materials Laws, other appropriate governmental regulatory authorities.

D. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Tenant in the Premises.

E. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Tenant on the Premises without County's prior written consent.

F. Tenant shall neither install nor permit to be installed any underground tanks.

G. During the Term of this Lease, Tenant shall immediately provide to County copies of any notice of violation, order, or complaint from any other governmental authority received by Tenant pertaining to compliance with any environmental or Hazardous Materials Laws, regulations, ordinances, permits, orders, or notifications of any sort whatsoever.

11.04 Groundwater Monitoring Obligations. Groundwater underlying the Premises has been impacted by volatile organic compounds, inorganic compounds and metals (the "Existing Contamination") released from the adjacent Buena Vista Landfill ("BVL"). BVL is owned and operated by the County and the County is undertaking corrective actions to address the Existing Contamination, which include groundwater monitoring (the "Remedial Work"). Groundwater monitoring wells identified as MR-4A and MW-16 and a gas probe associated with the Remedial Work are located at the Premises. County shall continue all required Remedial Work and obtain regulatory closure or a "no further action" letter or similar instrument from the California Department of Water Resources and any other governmental agency with jurisdiction over the Existing Contamination as soon as practicable. County will provide Tenant with a copy of such no further action letter promptly upon the date it is received. County has the right to enter the Property during the term of this Lease for the purpose of performing the Remedial Work so long as County provides Tenant with written notice at least five (5) business days prior to the date on which it desires to access the Property and a description of the Remedial Work to be undertaken. The County's Remedial Work must be performed during Tenant's normal business hours and in a good, lien free, professional manner, free from defects or damage so as not to interfere with Tenant's remedial obligations. Tenant may have a representative present at all times during County's access to the Premises.

11.05 Indemnification by Tenant.

A. Tenant and its successors, assigns, and guarantors, if any, jointly and severally agree to indemnify, defend (with counsel selected by County) reimburse and hold County

and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) that arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials deposited by Tenant, its sublessees, employees or agents during the Term anywhere in the Premises, including the soil, ground water or soil vapor on or under the Premises, unless the Hazardous Materials are present solely as a result of the negligence or misconduct of County, its officers, employees or agents or unlawfully by a third party without Tenant's knowledge or consent. Without limiting of the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Tenant during the course of Tenant's alteration or improvement of the Premises, unless Hazardous Materials are present solely as a result of the negligence or misconduct of County, its officers, employees or agents or the unlawful actions of any third party without Tenant's knowledge or consent. The indemnification provided in this section does not include indemnification for the Existing Contamination, which is the sole responsibility of the County.

B. The foregoing environmental indemnities shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

ARTICLE 12

MISCELLANEOUS

12.01 Manner of Giving Notice. All notices and demands which either party is required or desires to give to the other shall be given in writing by personal delivery, express courier service, certified mail, return receipt requested, or by telecopy followed by next-day delivery of a hard copy to the address or telecopy number set forth below for the respective parties, provided that if any party gives notice of a change of name, address or telecopy number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective upon receipt by the party to whom notice or a demand is being given.

To County:

County of Amador
810 Court Street
Jackson, CA 95642
Attn: Director of Solid Waste/Safety Coordinator
Telephone: (209) 223-6470
Fax: (209) 257-0619

To Tenant:

ACES Waste Services, Inc.
6500 Buena Vista Road
Ione, CA 94560
Attn: President
Telephone: (209) 274-2237
Fax: (209) 274-4308

12.02 Non-merger of Fee and Leasehold Estates. If both County's and Tenant's estates in the Premises or the Improvements, or both, become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger, except at the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing under provisions of this Lease relating to the purchase or construction of Improvements.

12.03 Estoppel Certificate. At any time and from time to time, within 10 days after notice of request by either party, the other party shall execute, acknowledge and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker and investment banker of either party and by any prospective purchaser or encumbrancer of the Premises or of all or any part or parts of Tenant's or County's interest under this Lease. Either party's failure to execute, acknowledge and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the statement that the Lease is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults that may exist before the date of the notice.

12.04 General Provisions.

- A. Time of Essence. Time is of the essence of each provision of this Lease.
- B. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.
- C. Corporate Authority. If either party is a corporation, that party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.
- D. Successors. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and

be binding on and shall inure to the benefit of not only County and Tenant but to each of their respective heirs, administrators, executors, successors and assigns.

E. Rent Payable in United States Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

F. Real Estate Brokers; Finders. Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

G. Exhibits, Addenda. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Lease" includes matters incorporated by reference.

12.05 Interpretation of Lease.

A. California Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

B. Integrated Agreement; Modification. This Lease and the WARF Agreement contain the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Lease or in the WARF Agreement has been or is relied on by either party unless in writing and dated of even date herewith. Each party has relied on its own examination of this Lease, the counsel of its own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or Improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice. This Lease cannot be amended or modified except by a written agreement.

C. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Tenant and County shall be deemed to be both covenants and conditions.

D. Use of Definitions. The definitions contained in this Lease shall be used to interpret this Lease.

E. Definitions. As used in this Lease, the following words and phrases shall have the following meanings:

"Alteration" – as defined in Section 5.01.

"Damage" - Injury, deterioration or loss to a person or property caused by another person's acts or omissions, "Damage" includes death.

"Damages" - A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to his person, property or rights through another's act or omission.

"Destruction" - Any damage to or disfigurement of the Premises.

"Expiration" - The coming to an end of the time specified in the Lease as its duration, including any extension of the Term resulting from the exercise of an option to extend.

"Good condition" - The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, appurtenances and Tenant's personal property. "In good condition" means neat, clean and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

"Hold harmless" - To defend and indemnify from all liability, losses, penalties, damages (as defined herein), costs, expenses (including, without limitation, attorneys' fees), causes of action, claims or judgments arising out of or related to any damage (as defined herein), to any person or property.

"Law" - Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order or other requirement of any municipal, county, state, federal or other government agency or authority having jurisdiction over the Parties or the Premises, or both, in effect either at the time of execution of the Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

"Lender" - The beneficiary, mortgagee, secured party or other holder of an encumbrance.

"Lien" - A charge imposed on the Premises by someone other than County, by which the Premises are made security for the performance of an act. Most of the liens referred to in this Lease are mechanics' liens.

"Maintenance" - Repairs, replacement, repainting and cleaning.

"Person" - One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

"Provision" - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation or other stipulation in the Lease that defines or

otherwise controls, establishes or limits the performance required or permitted by either party.

"Restoration" - The reconstruction, rebuilding, rehabilitation and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.

"Successor" - Assignee, transferee, personal representative, heir or other person or entity succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either party.

"Term" - The period of time during which Tenant has a right to occupy the Premises.

"Termination" - The ending of the Term for any reason before expiration (as defined herein).

F. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

G. Joint and Several Obligations. "Party" shall mean County or Tenant; and if more than one person or entity is County or Tenant, the obligations imposed on that party shall be joint and several.

H. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

I. If any conflict should arise or exist between this Lease and the WARF Agreement, the WARF Agreement shall prevail and the Lease provision at conflict with the WARF Agreement provision shall be rendered voidable.

12.06 Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

12.07 Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court or arbitrator therein, including, but not limited to, attorneys' fees.

12.08 County's Right to Enter Premises. County and its authorized representatives shall have the right to enter the Premises at all reasonable times, upon 24 hours' notice, except in emergency situations when no notice shall be required, for any of the following purposes: to determine whether the Improvements are in good condition and whether Tenant is complying with its obligations under this Lease. County shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of County's entry on the Premises as provided in this section. Tenant shall not be entitled to an abatement or reduction of rent if County exercises any rights reserved in this section.

12.09 Recordation of Memorandum Only. This Lease shall not be recorded; only a memorandum of this Lease may be recorded.

12.10 Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to County within 30 calendar days after written demand from County to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

12.11 Pre-Existing Conditions. Nothing contained in this Lease shall be construed to impose any responsibility upon Tenant with regard to any loss, injury or other claim arising as a result of any condition that existed on the Premises at the time of Tenant's taking possession thereof.

ARTICLE 13

LIST OF EXHIBITS

The following Exhibits to which reference is made herein are deemed incorporated in this Lease, whether or not actually attached hereto:

A – Legal Description of Property

B – WARF Agreement

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Commencement Date, first described above.

COUNTY OF AMADOR:

ACES WASTE SERVICES, INC.:

By: _____
Name: Brian Oneto
Its: Chairman, Board of Supervisors

By: _____
Name: Paul Molinelli, Sr.
Its: President

Attest:

By: _____
Name: Heather Peek
Its: Deputy Clerk, Board of Supervisors

Approved as to form:
Glenn Spitzer, Deputy County Counsel

By: _____

Exhibit A – Legal Description of Property

Exhibit B – WARF Agreement

Attachment 5

45-DAY OWNER OR OPERATOR CHANGE NOTICE

Owner Change:

Operator Change:

(mark one or both)

Information Required on Notification for a Change of Owner or Operator at a Solid Waste Facility (PRC, Section 44005)

FACILITY/SITE INFORMATION

Facility Name: Western Amador Recycling Facility (WARF)

SWIS #: 03-AA-0008

Address/Location: 6500 Buena Vista Rd.
lone, CA 95640

Phone Number: _____

OWNER/OPERATOR INFORMATION

New Operator: Delta Container Corporation

New Land Owner: N/A

Mailing Address:

1145 W. Charter Way
Stockton, CA 95206

Phone Number: _____

Mailing Address:

N/A

Phone Number: _____

Date of Anticipated Transfer: _____

OPERATION INFORMATION (Complete if facility is a solid waste landfill)

1. Submitted Closure & Postclosure Maintenance Plan (C & PMP): Preliminary Final

Approval Date for Revised C & PMP (per Title 27, CCR, Section 21890): _____

2. Approval Date of Amended Financial Assurances Demonstration:

Financial Assurances (per Title 27, CCR, Articles 1 & 2): _____

Operating Liability (per Title 27, CCR, Article 3): _____

Report of Facility Information (RFI)
Governing Current Design & Operation: _____

Date

Certification:

I hereby certify under the penalty of perjury that the information provided is true and correct to the best of my knowledge and belief. Furthermore, I hereby certify that I assume entirely, the facility design and operations described in the current RFI; that there will be no physical changes above and beyond what is described in the RFI; and that the facility will be operated in compliance with the terms and conditions of the approved permit and all other applicable requirements.

Signature of Land Owner: _____

[Handwritten Signature] Dir of Solid Waste

Date: _____

8/16/24

Signature of Operator: _____

[Handwritten Signature]

Date: _____

08-04-24

7-DAY OWNER OR OPERATOR ADDRESS CHANGE NOTICE

Owner Address Change:

Operator Address Change:

(mark one or both)

FACILITY SITE INFORMATION

Facility Name: _____ SWIS #: _____

OWNER/OPERATOR INFORMATION

Owner Current Address:

Owner New Address:

Operator Current Address:

Operator New Address:

Certification:

I hereby certify under the penalty of perjury that the information provided is true and correct to the best of my knowledge and belief.

Signature of Owner: _____

Date: _____

Signature of Operator: _____

Date: _____

Attachment 6

APPLICATION FOR SOLID WASTE FACILITY PERMIT AND WASTE DISCHARGE REQUIREMENTS

CALRECYCLE E-1-77 (Rev. 11-15)

NOTE: This form has been developed for multiple uses. It is the transmittal sheet for documents required to be submitted to the appropriate agency. Please refer to the attached instructions for definitions of terms and for completing this application form in a complete and correct manner.

FOR OFFICIAL USE ONLY

SWIS/WDID/Global ID NUMBER:	FILING FEE:	RECEIPT NUMBER:	DATE RECEIVED:
DATE ACCEPTED:	DATE REJECTED:	ACCEPTANCE DATE OF INCOMPLETE APPLICATION:	DATE DUE:

Part 1. GENERAL INFORMATION

A. ENFORCEMENT AGENCY:
Amador County Environmental Health Department

B. COUNTY:
Amador

C. TYPE OF APPLICATION (Check one box only):

1. NEW SWFP and/or WDRS

2. CHANGE TO SWFP and/or WDRS
 REVISION MODIFICATION OTHER (As authorized by law)

3. WAIVER

4. PERMIT REVIEW

5. AMENDMENT OF APPLICATION

6. RFI/ROWD/JTD AMENDMENTS

Part 2. FACILITY DESCRIPTION

1. NAME OF FACILITY:
Vestern Amador Recycling Facility (WARF)

2. LOCATION OF FACILITY:
 a. PHYSICAL ADDRESS OR LOCATION AND ZIP CODE:
500 Buena Vista Rd., Lone, CA 95640

b. LATITUDE AND LONGITUDE:
38.305745 degrees W 120.913641 degrees

c. LEGAL DESCRIPTION OF PERMITTED BOUNDARY BY SECTION, TOWNSHIP, RANGE, BASE, AND MERIDIAN, IF SURVEYED:
W Portion of APN 012-040-042 Sec. 7; T. 5N; R. 10E; MDB&M

3. TYPE OF ACTIVITY: (Check applicable boxes):

1. DISPOSAL
 a. TYPE: _____

2. COMPOSTABLE MATERIALS HANDLING 4. TRANSFER/PROCESSING
 a. TYPE: _____

3. TRANSFORMATION

5. C&D/INERT DEBRIS PROCESSING

6. IN-VESSEL DIGESTION

7. OTHER (describe): _____

4. IDENTIFICATION OF FACILITY IN CIWMP [CONFORMANCE FINDING]:

1. FACILITY IS IDENTIFIED IN (Check one):

SITING ELEMENT DATE OF DOCUMENT _____ PAGE # _____

NONDISPOSAL FACILITY ELEMENT DATE OF DOCUMENT **07/01/1994** PAGE # **Table A-2**

5. TYPE OF PERMITTED WASTES TO BE RECEIVED: (Check applicable boxes):

1. AGRICULTURAL

2. ASBESTOS Frlable Non-frlable

3. ASH

4. AUTO SHREDDER

5. COMPOSTABLE MATERIAL (describe): green and wood

6. CONSTRUCTION/DEMOLITION

7. CONTAMINATED SOILS

8. DEAD ANIMALS

9. INDUSTRIAL

10. INERT

11. LIQUIDS

12. MUNICIPAL SOLID WASTE (MSW)

13. SEWAGE SLUDGE

14. WASTE TIRES

15. OTHER (describe): E-waste

Part 3. FACILITY INFORMATION

A. FACILITY INFORMATION:

1. INFORMATION APPLICABLE TO ALL EXISTING FACILITIES:

a. MAXIMUM DAILY TONNAGE OR CUBIC YARDS 333 tons per day

b. AS-DESIGNED DAILY TONNAGE or CUBIC YARDS 456 tons per day

c. FACILITY SIZE (acres) 5

d. MAXIMUM TRAFFIC VOLUME PER DAY (vpd) 241
Public Hours: 9am-5pm, Mon-Sun.

e. DAYS AND HOURS OF OPERATION
Commercial hours: 5am-8pm, Mon.-Fri; Operational Hours: 8am-6pm, Mon.-Sun.
Closed on major holidays

2. PROPOSED CHANGE(S) OR INFORMATION APPLICABLE TO NEW SWFP AND/OR WDRs

a. MAXIMUM DAILY TONNAGE OR CUBIC YARDS N/A

b. AS-DESIGNED DAILY TONNAGE or CUBIC YARDS N/A

c. FACILITY SIZE (acres) N/A

d. MAXIMUM TRAFFIC VOLUME PER DAY (vpd) N/A

e. DAYS AND HOURS OF OPERATION N/A

f. OTHER N/A

3. ADDITIONAL INFO. REQUIRED FOR COMPOSTABLE MATERIALS HANDLING FACILITIES ONLY:

a. TOTAL SITE CAPACITY (cu yds) N/A

4. ADDITIONAL INFORMATION REQUIRED FOR LANDFILLS ONLY:

a. AVERAGE DAILY TONNAGE (TPD) N/A

b. SITE CAPACITY CURRENTLY PERMITTED (Airspace) (cu yds) N/A

c. SITE CAPACITY PROPOSED (Airspace) (cu yds) N/A

d. SITE CAPACITY USED TO DATE (Airspace) (cu yds) N/A

e. SITE CAPACITY REMAINING (Airspace) (cu yds) N/A

f. DATE OF CAPACITY INFORMATION (Date) (See Instructions): N/A

g. LAST PHYSICAL SITE SURVEY (Date) N/A

h. ESTIMATED CLOSURE DATE (month and year) N/A

i. DISPOSAL FOOTPRINT (acres) N/A

j. SITE CAPACITY PLANNED (cu yds) N/A

k. 1. (i) IN-PLACE WASTE DENSITY (lbs of waste per cu yd of waste) AND (ii) WASTE-TO-COVER RATIO (Estimated) (v:v) OR 2. AIRSPACE UTILIZATION FACTOR (tons of waste per cu yd of landfill airspace) N/A

Part 4. SOURCE OF WATER SUPPLY (Check applicable boxes)

A. MUNICIPAL OR UTILITY SERVICE: Potable water is delivered by a licensed water hauler and stored for use on-site. Bottled water is provided.

B. INDIVIDUAL (wells): _____

C. SURFACE SUPPLY:

1. NAME OF STREAM, LAKE, ETC.: _____

2. TYPE OF WATER RIGHTS:

RIPARIAN APPROPRIATION

3. STATE PERMIT OR LICENSE NUMBER, IF APPLICABLE: _____

D. OTHER: _____

Part 5. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) (Check applicable boxes)

A. CHECK BOX(ES) IF ENVIRONMENTAL DOCUMENT WAS OR WILL BE PREPARED FOR THIS PROJECT:

1. ENVIRONMENTAL DOCUMENT WAS PREPARED:

ENVIRONMENTAL IMPACT REPORT (EIR) SCI# 2002082116, 2/12/2004

NEGATIVE DECLARATION (ND)/MITIGATED NEGATIVE DECLARATION (MND) SCH# _____

ADDENDUM TO (Identify environmental document) Final Staged EIR of 4/06/2005 SCH# N/A

2. ENVIRONMENTAL DOCUMENT WILL BE PREPARED (Enter lead agency if known): _____

B IF ENVIRONMENTAL DOCUMENT(S) WAS NOT PREPARED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

CATEGORICAL/STATUTORY EXEMPTION (CE/SE) EXEMPTION TYPE _____ GUIDELINE # _____

Part 6. LIST OF ATTACHMENTS (Fill in the date for each document checked)

A. REQUIRED WITH ALL APPLICATION SUBMITTALS:

RFI/JTD 03/06/2018

LOCATION MAP 03/06/2018

MITIGATION MONITORING & REPORTING PROGRAM 03/06/2018

LIST OF PUBLIC HEARINGS AND OTHER MEETINGS OPEN TO THE PUBLIC On file with LEA

ENVIRONMENTAL DOCUMENT(S):

EIR 02/12/2004

MND/ND _____

EXEMPTION _____

ADDENDUM 04/06/2005

3. ADDITIONAL REQUIRED DOCUMENTS FOR DISPOSAL FACILITIES ONLY:

OPERATING LIABILITY FINANCIAL MECHANISM _____

FINANCIAL RESPONSIBILITY DOCUMENTATION _____

CLOSURE/POST CLOSURE MAINTENANCE PLAN _____

KNOWN OR REASONABLY FORSEEABLE CORRECTIVE ACTION COST ESTIMATES _____

PRELIMINARY _____

FINAL _____

LANDFILL CAPACITY SURVEY RESULTS (see instruction) _____

4. IF APPLICABLE:

REPORT OF WASTE DISCHARGE _____

DEPT. OF TOXIC SUBSTANCES CONTROL OR CERTIFIED UNIFIED PROGRAM AGENCY PERMIT _____

STORMWATER PERMIT APPLICATION _____

SWAT (Air and water) _____

NPDES PERMIT APPLICATION _____

WETLANDS PERMITS _____

OTHER _____

VERIFICATION OF FIRE DISTRICT COMPLIANCE _____

Part 7. OWNER INFORMATION (For disposal site, if operator is different from land owner, attach lease or other agreement)

TYPE OF BUSINESS:

SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION GOVERNMENT AGENCY

OWNER(S) OF LAND (Name): County of Amador

ADDRESS, CITY, STATE, ZIP: 10 Court Street Jackson, CA 95642-2132

SSN OR TAX ID #: 94-6000505

TELEPHONE #: (209) 223-6429

FAX #: _____

E-MAIL ADDRESS: jgardner@amadorgov.org

CONTACT PERSON (Print Name): Jeffry Gardner

Part 8. OPERATOR INFORMATION (For disposal site, if operator is different from land owner, attach lease or other agreement)

TYPE OF BUSINESS:

SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION GOVERNMENT AGENCY

FACILITY OPERATOR(S)

(Name):

Delta Container Corporation

SSN OR TAX ID #:

94-1751866

ADDRESS, CITY, STATE, ZIP

1145 W. Charter Way, Stockton, CA 95206

TELEPHONE #:

(209) 466-3604

FAX #:

E-MAIL ADDRESS:

KJohannsen@republicservices.com

CONTACT PERSON (Print Name):

Kelley Johannsen

ADDRESS WHERE LEGAL NOTICE MAY BE SERVED:

1145 W. Charter Way, Stockton, CA 95206

Part 9. SIGNATURE BLOCK

Owner: County of Amador

I certify under penalty of perjury that the information I provided for this application and for any attachments is true and accurate to the best of my knowledge and belief. I am aware that the operator intends to operate a solid waste facility at the site specified above pursuant to this application and understand that I may be responsible for the site should the operator fail to meet applicable requirements.

SIGNATURE (LAND OWNER OR AGENT):

PRINTED NAME:

Don Hopkins

TITLE: Amador County General Services Administration Director

DATE:

9/17/2024

Lessee:

I certify under penalty of perjury that the information I provided for this application and for any attachments is true and accurate to the best of my knowledge and belief. I am aware that the operator intends to operate a solid waste facility at the site specified above pursuant to this application.

SIGNATURE (LESSEE):

PRINTED NAME:

TITLE:

DATE:

Operator: Delta Container Corporation

I certify under penalty of perjury that the information contained in this application and all attachments are true and accurate to the best of my knowledge and belief.

SIGNATURE (FACILITY OPERATOR OR AGENT):

PRINTED NAME:

Kelley Johannsen

TITLE: General Manager

DATE:

Part 10. OTHER (Attach additional sheets to explain any responses that need clarification)

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: October 8, 2024

SUBJECT

General Services Administration: RFP 24-21 Space to Lease for Health and Human Services

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Greg Gillott, Glenn Spitzer, Chuck Beatty, Tacy Rouen

ATTACHMENTS

- [RFP 24-21 Space to Lease Memo to Board 9.6.2024.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: September 6, 2024

RE: RFP 24-21 Space to Lease for Health and Human Services

The County is preparing RFP 24-21 to solicit proposals for leasing new space for the Health and Human Services Department. The current facility has proven to be oversized and inefficient for the County's requirements, compounded by ongoing challenges with the current property owner.

The County's revised space needs indicate a requirement for approximately 35,000 square feet—approximately 15,000 square feet less than the current leased space. To address these needs, we are presenting four (4) options for consideration by developers and/or property owners:

1. Construction of new office building (occupancy on or before December 1, 2027)
2. Renovate one building for lease to meet County's needs (occupancy on or before December 1, 2027)
3. Renovate a series of buildings for lease co-located on same or independent properties (occupancy on or before December 1, 2027)
4. Combination of renovating space for lease and new construction with occupancy on or before December 1, 2027 for new construction.

Before finalizing and advertising this RFP, staff would like to discuss whether or not the County is willing to either sell or offer the Wicklow Way property, or portions thereof, to increase the likelihood of receiving favorable proposals and potentially stimulate further development. In the Draft RFP, I have written the following:

“Please note: The County owns 201.37 acres of undeveloped land adjacent to the City of Jackson, **Exhibit E.** This property, or portions thereof, may be available at little to no cost depending upon terms and conditions of negotiations and/or proposals received.”

Recommendation: Discussion and possible action.

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Glenn Spitzer, Deputy County Counsel
Chuck Beatty, Planning Director
file

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: October 8, 2024

SUBJECT

General Services Administration: Amador Resource Conservation District (RCD) Additional Space Request and Discussion regarding Alternative Space for Non-County Entities Located at GSA.

Recommendation:

1) Approve the 3rd Amendment with RCD and rearrange copiers and some file cabinets to allow RCD to occupy the space shown on Attachment A.

2) Discussion regarding alternative locations for UCCE, RCD and NRCS, and discuss providing RCD a time frame for vacating the premises should the County request they move.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins; Tacy Oneto Rouen

ATTACHMENTS

- [GSA Memo-RCD Space Increase Request 9.17.2024.pdf](#)
- [RCD Office Space Request 7.22.2024.pdf](#)
- [RCD MOU Response Letter 9.17.2024.pdf](#)
- [RCD 3rd Amendment 8.19.2024.pdf](#)
- [UCCE email sent 9.18.2024.pdf](#)
- [RCD_Attachment_A-Layout_1100sq_feet_9.17.2024_Certified.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: September 17, 2024

SUBJECT: Amador Resource Conservation District (RCD) Additional Space Request and Discussion regarding Alternative Space for Non-County Entities Located at GSA.

Background: From 2001 to 2004, the County provided office space to the Natural Resources Conservation Service (NRCS) at 42-A Summit Street. In 2004, NRCS transitioned to the Quail Hollow complex in Jackson but subsequently lost funding due to federal budget cuts. Following a recommendation from the Agricultural Commissioner, the County entered into a Memorandum of Understanding (MOU) with the Amador Resource Conservation District (RCD) to provide office space at the GSA Building rent free. Initially, approximately 500 square feet were allocated to house both RCD and NRCS offices. On December 5, 2017, the Board approved an increase to 750 square feet. On May 14, 2019, the Board further expanded the space to 1005 square feet in response to RCD's request. The current request from RCD is for an additional 200 square feet, which is not available without relocating County functions (refer to Amanda Watson's request dated July 22, 2024).

Subject or Key Issue: The Board's input is sought regarding RCD's request for additional office space. Attached is a floor plan for reference. The request includes space for four (4) additional employees.

Analysis: While co-locating multiple agencies can be beneficial, the building is currently exceeding its original purpose and experiencing increased use, leading to the accelerated deterioration of materials and equipment. Additionally, there are several direct and indirect conflicts between the agencies, including issues related to noise, shared counters and conference rooms, parking, energy use, and in some cases, disrupting County staff's production of work or requiring staff's assistance. As these programs expand and bring more people into the building, the County continues to lose the available resources needed for its intended purpose (see the recent email sent to UCCE on 9/18/2024).

One of the most significant issues is parking constraints. Daily staff and the public must park across Airport Road in a gravel area, which does not comply with ADA standards and is Airport property. During the winter months, staff and the public must navigate a ditch to cross the street, posing a significant challenge. Creative solutions, such as placing pallets across the ditch, have been observed. Furthermore, increased staffing levels for UCCE and NRCS/RCD have more than doubled, triggering a code analysis for fire and life safety compliance as well as an ADA analysis due to the significant change in occupant load. This could necessitate costly upgrades to parking, restrooms, and entryways, and with no space to add additional fixtures, this simply cannot be achieved at this site.

The building was originally designed for one ADA-accessible parking stall and has one (1) ADA stall and thirty (30) regular stalls that includes parking for Records and Archives. Current usage requires a minimum of two (2) stalls, and there is no safe path of travel for those parking across the street. Additionally, County access to conference rooms is often restricted due to prior bookings by UCCE for classes and training sessions and RCD meetings.

Despite the building's initial compliance when occupied in 2000, the increased use and staffing levels have led to a situation where the County's risk exposure has increased. The value of these programs is acknowledged, but the Board of Supervisors must consider the implications of continued allocation of County space to non-County departments, which affects County staff and functions.

Historically, cooperative agreements involving shared space and resources often begin with manageable impacts but can become overwhelming as non-County organizations expand, leading to the eventual need for separation.

GSA and RCD have proposed a plan to reconfigure the copier and plotter area to partially address RCD's request, but the current property size limits further expansion.

Alternatives: 1) Continue to provide only the 1005 square feet currently used by NRCS/ARCD, or 2) Require NRCS/ARCD to relocate to another property.

Fiscal or Staffing Impacts: County staff frequently respond to individuals seeking out services unrelated to County functions and this would increase with signage at the front door.

4/5ths vote: N/A

Recommendation(s): 1) Approve the 3rd Amendment with RCD and rearrange copiers and some file cabinets to allow RCD to occupy the space shown on Attachment A and; 2) Discussion regarding alternative locations for UCCE, RCD and NRCS, and discuss providing RCD a time frame for vacating the premises should the County request they move.

Attachments: RCD Office Space Request dated 7.22.2024
RCD MOU Response Letter dated 9/17/24
RCD 3rd Amendment
RCD Attachment A-Layout 9/17/24
UCCE email sent 9.18.24

c: Chuck Iley, CAO
file



Amador Resource Conservation District
12200 B Airport Road, Jackson CA 95642

7/22/2024

Jon Hopkins

Director of General Services, Amador County

12200- B Airport Road Jackson, CA 95642

Via email: jhopkins@amadorgov.org

RE: Office Space Request

Dear Mr. Hopkins

The Amador RCD is writing this letter to respectfully request additional office space in the General Service Building to support the organizations' growth and the capacity to support landowners in Amador County. The Amador Resource Conservation District (RCD) is a local special district of the government, governed under Division 9 of the Public Resources Code. The Amador RCD works in close partnership with the Natural Resource Conservation Service (NRCS) and the Amador Fire Safe Council. These three organizations provide a variety of services to the residents of Amador County. Over the past 8 years, these organizations have worked to secure over \$16.5 million of grant funding with the majority of this going directly to the implementation of fuels reduction, fire prevention, and best management practices for resource conservation on agriculture and forested lands in the county.

The staff for these three organizations share a space, generously provided by Amador County, in the Amador County General Services Building, 12200 B Airport Road. The current 990 square feet provided houses a combined 10 FTE staff, in addition, we are hoping to hire an additional 4 staff between the organizations in the next 6-9 months. Much of the work provided by these organizations is technical assistance that helps land managers develop projects and apply for funding. The amount of funding land managers have access to is a direct function of the number of technical assistance positions housed in the county.

The Amador RCD request includes:

- The addition of 'Amador Fire Safe Council' to the signage on the office door as well as the signage on the front of the GSA Building. Amador RCD will pay for the design, printing, and installation of this signage.
- Re-evaluation of the building's attic access to a different area of the building. Currently, access is within ARCD's provided office space. The access is consistently open with a ladder set up. Because of this access point's position, this space is not useable as a desk space.
- Increasing the office space provided to Amador RCD and partners to include the remaining 200 square feet in the currently occupied space.

The Amador RCD greatly appreciates the years of support from Amador County. Thank you for your time and consideration of this request. Feel free to contact Amador RCD Executive Director with any questions, Amanda Watson can be reached by phone (209) 217-1090 or by email Amanda@AmadorRCD.org.

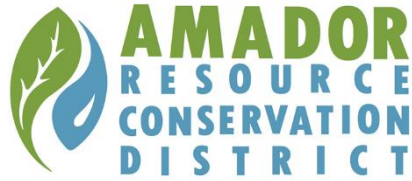
Sincerely,

A handwritten signature in cursive script that reads "Amanda Watson".

Amanda Watson

Amador Resource Conservation District

Executive Director



Amador Resource Conservation District
12200 B Airport Road, Jackson CA 95642

9/17/2024

Jon Hopkins

Director of General Services, Amador County
12200- B Airport Road Jackson, CA 95642

Via email: jhopkins@amadorgov.org

RE: Office Space Request

Dear Mr. Hopkins

Thank you for providing the MOU and attachment regarding the County's support in providing office space to the Amador Resource Conservation District (RCD) on Thursday, August 23rd. Given the short period for review, Amador RCD staff and Board had limited time to review and comment on the MOU and attachment before it was placed on the Board of Supervisor consent agenda. The Amador RCD has several comments and corrections to the documents to ensure accuracy and further define the support that the County can provide.

Summary of Comments:

- **Correction to Attachment A:** Attachment A does not currently represent the space occupied by the Amador RCD. The Amador RCD office equipment will not occupy the UCCE/GSA copier space. In addition, the space previously occupied by the UCCE plotter is not presented on the diagram as occupied by the Amador RCD. The Amador RCD requests that the diagram be amended to include the current space of the Amador RCD.
- **Addition of timeframe clause:** The Amador RCD requests that the MOU include a provision detailing a timeframe that the County would provide if the Amador RCD is asked to vacate the office space. In conversations with the Amador RCD Executive Director, Amanda Watson, you have clarified that the RCD is currently considered to be on a month-to-month basis and could be asked to vacate the office at any time. Given the conversation at the Administrative Committee that the County is tight on space, the Amador RCD believes it is right to have a provision providing a notice period to allow the Amador RCD adequate time to relocate if deemed necessary by the County. The Amador RCD requests that the period of notice reflected in the MOU be a calendar year.

Thank you for considering these changes to the MOU. The Amador RCD values the relationship with the county and is thankful for the ongoing support. We understand the challenges of the growing capacity of the County and partners. The Amador RCD is dedicated to transparent and open communication about these issues in the hope that our strong partnership continues and allows for the Amador RCD, Natural Resource Conservation Service, and the Amador Fire Safe Council. Feel free to contact Amador RCD Executive Director with any questions, Amanda Watson can be reached by phone (209) 217-1090 or by email Amanda@AmadorRCD.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Cannon", with a long horizontal flourish extending to the right.

Steve Cannon

Amador Resource Conservation District
Board President

THRID AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS THIRD AMENDMENT TO SERVICES AGREEMENT (this "Third Amendment") is made as of _____, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Amador Resource Conservation District, a resource conservation district formed pursuant to the California Public Resources Code ("ARCD").

RECITALS

WHEREAS, the County and ARCD executed an MOU (the "Original Memorandum of Understanding") dated as of October 2, 2007, whereby RCD is a district formed pursuant to Section 9151 *et seq.* of the California Public Resources Code, for the purpose of giving technical assistance to individual landowners in planning and installing conservation practices, and initiating community-wide conservation programs. In performing these functions, ARCD partners with different agencies, including the Natural Resource Conservation Service ("NRCS") of the U.S. Department of Agriculture; and

WHEREAS, the County and ARCD executed a First Amendment dated December 5, 2017 for additional space; and

WHEREAS, the County and ARCD executed a Second Amendment dated June 11, 2019 for additional space; and

WHEREAS, the County and ARCD desire to modify the Original MOU and First Amendment and Second Amendment as set forth in this Third Amendment. The Original MOU and First Amendment and Second Amendment, as amended by this Third Amendment, shall be referred to as the "MOU."

NOW, THEREFORE, the parties agree as follows:

1. "The third paragraph of the Recitals states; "C. County is willing to allow ARCD to occupy a portion (the "Premises") of the Building adjoining the portion occupied by the Facilities Division of GSA, upon the terms and conditions set forth in this MOU. The approximate location of the Premises is set forth on Attachment A, attached and incorporated by this reference." and Attachment A of MOU shall be modified as follows:

2. The Second Amendment states; "Attachment A to the Original Agreement and the Frist Amendment is hereby deleted, and the document attached as Attachment A to this Second Amendment is substituted in its place":

3. Attachment A to the Original Agreement and Frist Amendment and the Second Amendment is hereby deleted, and the document attached as Attachment A to this Third Amendment is substituted in its place:

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

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

COUNTY OF AMADOR

AMADOR RESOURCE CONSERVATION DISTRICT

BY: _____
Brain Oneto
Chairman, Board of Supervisors

By: _____
Steve Cannon
Title: President

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: _____

Jon Hopkins <jhopkins@amadorgov.org>

Wed, Sep 18, 2024 at 9:12 AM

To: Scott Oneto <sroneto@ucanr.edu>, Susan Mosbacher <smosbacher@ucanr.edu>

Cc: camlaugh@ucanr.edu, koppliger@ucanr.edu, ktacarter@ucanr.edu, aharie@ucanr.edu, Vera M Bullard <vmbullard@ucanr.edu>, Bonnie Fraser <bfraser@amadorgov.org>, Glenn Spitzer <gspitzer@amadorgov.org>, Mark Olivarria <molivarria@amadorgov.org>, Darren Robinson <drolinson@amadorgov.org>, Danielle Whitaker <dwhitaker@amadorgov.org>, Eric Mayberry <emayberry@co.amador.ca.us>

Scott and Sue,

I hope this message finds you well.

I would like to bring to your attention an issue that arose yesterday when several employees reported that they were unable to access the lunch room due to its use by the master gardeners. As previously discussed, I have requested that UCCE refrain from utilizing this area between 11:00 AM and 2:00 PM to ensure that all employees, including those from your team, have a designated space to enjoy their duty-free breaks and lunch.

When the room is occupied by volunteers or class attendees during these hours, it restricts the County's ability to use the area as intended. I understand that there are new team members who may not be familiar with this policy. I would appreciate your assistance in reminding anyone using this space to keep it available for staff during the specified hours.

Additionally, there are a few other matters I would like to address:

1. **Parking Issues:** One of the attendees double parked in the parking area. Although staff spoke to a male master gardener, where subsequently a lady moved her car, double parking is not permitted as it restricts our ability to efficiently receive shipments at any time of day.
2. **Copy Machine Use:** A volunteer expressed noticeable irritation when GSA staff collected documents that had inadvertently mixed with theirs while using the shared copy machine. While I understand that sharing equipment can lead to delays, it is essential that all individuals maintain a courteous attitude towards staff conducting their business.
3. **Restroom Etiquette:** I have observed that some older gentlemen using the men's restrooms may need reminders about proper aim. It would be helpful to communicate this in a considerate manner.

I am unsure if you are the appropriate contacts for addressing these overall facility utilization concerns, but it is vital that we promote patience and courtesy, especially given that our property is frequently operating at or over capacity.

Please let me know if I should be sending this to someone else, and thank you for your attention to this matter.

This email message, including any attachments, is a private, confidential communication and is intended solely for the named addressee(s). It contains information that may be confidential, privileged, attorney work product, or otherwise exempted from disclosure under applicable law. Do not forward the e-mail without the consent of the original sender. If you received the email in error please advise the above identified sender and then delete the message from your computer. Thank you for your anticipated cooperation.

Jon Hopkins
Director of General Services
12200-B Airport Road
Jackson, CA 95642
Direct (209) 223-6759
Fax (209) 223-0749

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Board of Supervisors: Discussion and possible action relative to appointment of a Primary and Alternate delegate to the 2024-2025 CSAC Board of Directors.

Recommendation:

Approve Appointment.

4/5 vote required:

No

Distribution Instructions:

Board Clerk, CSAC

ATTACHMENTS

- [CSAC Board Nomination Memo.pdf](#)
- [CSAC Board Selection Form for 2024-25.docx](#)
- [2023-24 Board of Directors Roster.pdf](#)



OFFICERS

President

Bruce Gibson
San Luis Obispo County

1st Vice President

Jeff Griffiths
Inyo County

2nd Vice President

Susan Ellenberg
Santa Clara County

Past President

Chuck Washington
Riverside County



CEO

Graham Knaus

September 26, 2024

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2024 Annual Meeting will commence on Monday, November 18th. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2024-2025 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, November 18th.

Attached is the current Board roster, along with a nomination form. If you do not submit a 2024-2025 nomination, your current Board representative and alternate will continue to serve.

Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at kjones@counties.org or Chase Palm at cpalm@counties.org.

cc: 2023-2024 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2024 – 2025

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2024 – 2025 Association year beginning Monday, November 18, 2024.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Chase Palm via email at: cpalm@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES
 Board of Directors
 2023-2024

SECTION	President:	Bruce Gibson, San Luis Obispo
U=Urban	First Vice President:	Jeff Griffiths, Inyo
S=Suburban	Second Vice President:	Susan Ellenberg, Santa Clara
R=Rural	Immediate Past President:	Chuck Washington, Riverside

Members of the CSAC Executive Committee are highlighted for your reference

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Leticia Perez
R	Kings County	Rusty Robinson
R	Lake County	Bruno Sabatier
R	Lassen County	Gary Bridges
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Mary Sackett
R	Mariposa County	Rosemarie Smallcombe
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Ryan Gregory
R	Nevada County	Heidi Hall

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Bea Gonzales
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Noelia Corzo
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Manu Koenig
R	Shasta County	Kevin Crye
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Candy Carlson
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	Don Blaser

TREASURER

Belia Ramos, Napa County

ADVISORS

Sarah Carrillo, County Counsel, Tuolumne County

Jeff Van Wagenen, Riverside County CEO, California Association of County Executives, President

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Review and possible approval of the September 24, 2024 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: October 8, 2024

SUBJECT

Surveying Department - Public Hearing and adoption of the Resolutions of Approval for a pedestrian and equestrian trail abandonment and the public utility easement within it for a Certificate of Merger for Michael and Valerie McKenney. The properties involved in said abandonment and Merger are Lots 89 and Lots 92 of Lake Camanche Village Subdivision Unit 1 as recorded in Book 3 of Subdivision Maps at Page 8 through 23. Assessor's Parcel No.'s 003-310-007 and 003-310-008. Merging the lots will allow the applicants to explore future landscaping and make plans.

Recommendation:

Adopt the Resolutions of Approval and issue the certificate

4/5 vote required:

No

Distribution Instructions:

Surveying - original resolutions/certificate

ATTACHMENTS

- [Staff Report McKenney.docx](#)
- [003S008.pdf](#)
- [003S009.pdf](#)
- [003S013.pdf](#)
- [003S014 Lots 89 and 92 highlighted.pdf](#)
- [003S014.pdf](#)
- [highlighted Assessor's map McKenney Merger.pdf](#)
- [McKenney B&A.pdf](#)
- [McKenney ROA PUE Abandonment.doc](#)

September 17, 2024

TO: The Honorable Board of Supervisors

FROM: County Surveying Department

SUBJECT: Michael and Valerie McKenney, Certificate of Merger with an abandonment

Dear Board Members:

The subject agenda item is a public hearing for an abandonment of a pedestrian and equestrian trail and the easement within the trail in relation to a request for a Certificate of Merger for Michael and Valerie McKenney. The properties are Lot 89 and Lot 92 of Lake Camanche Village Subdivision Unit 1 as recorded in Book 3 of Subdivision Maps at Page 8 through 23. Assessor's Parcel No.'s 003-031-007 and 003-031-008. The properties are off Grapevine Gulch Road. Shown in the "After" Exhibit, merging the parcels and abandoning the easement and trail is requested by Michael and Valerie McKenney to allow for them to explore landscaping and plans for future enjoyment. County Departments and Amador Water Agency have reviewed the concept. There are no known issues with the concept.

RECOMMENDATION:

Please adopt the resolutions approving the abandonment and the merger.

PERIMETER DESCRIPTION OF LAKE CAMANCHE VILLAGE UNIT ONE

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

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

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

LAKE CAMANCHE VILLAGE SUBDIVISION

UNIT NO. 1

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

AMADOR COUNTY MARCH, 1970

CALIFORNIA SCALE: 1"=100'

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

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

OWNER'S CERTIFICATE

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

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

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

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

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

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

STATE OF CALIFORNIA NOTARY'S CERTIFICATE
COUNTY OF CALAVERAS
ON THIS 5th DAY OF March, 1970, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN SPARROW AND LOUIS B. MILLER, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE IN THIS CERTIFICATE WRITTEN.

Jesse M. Tanner
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES _____
Jesse M. Tanner

SURVEYOR'S CERTIFICATE

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

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

COUNTY SURVEYOR'S CERTIFICATE

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

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

COUNTY TAX COLLECTOR'S CERTIFICATE

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

AMADOR COUNTY TAX COLLECTOR _____ DATE _____

BOARD OF SUPERVISOR'S CERTIFICATE

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

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

COUNTY CLERK'S CERTIFICATE

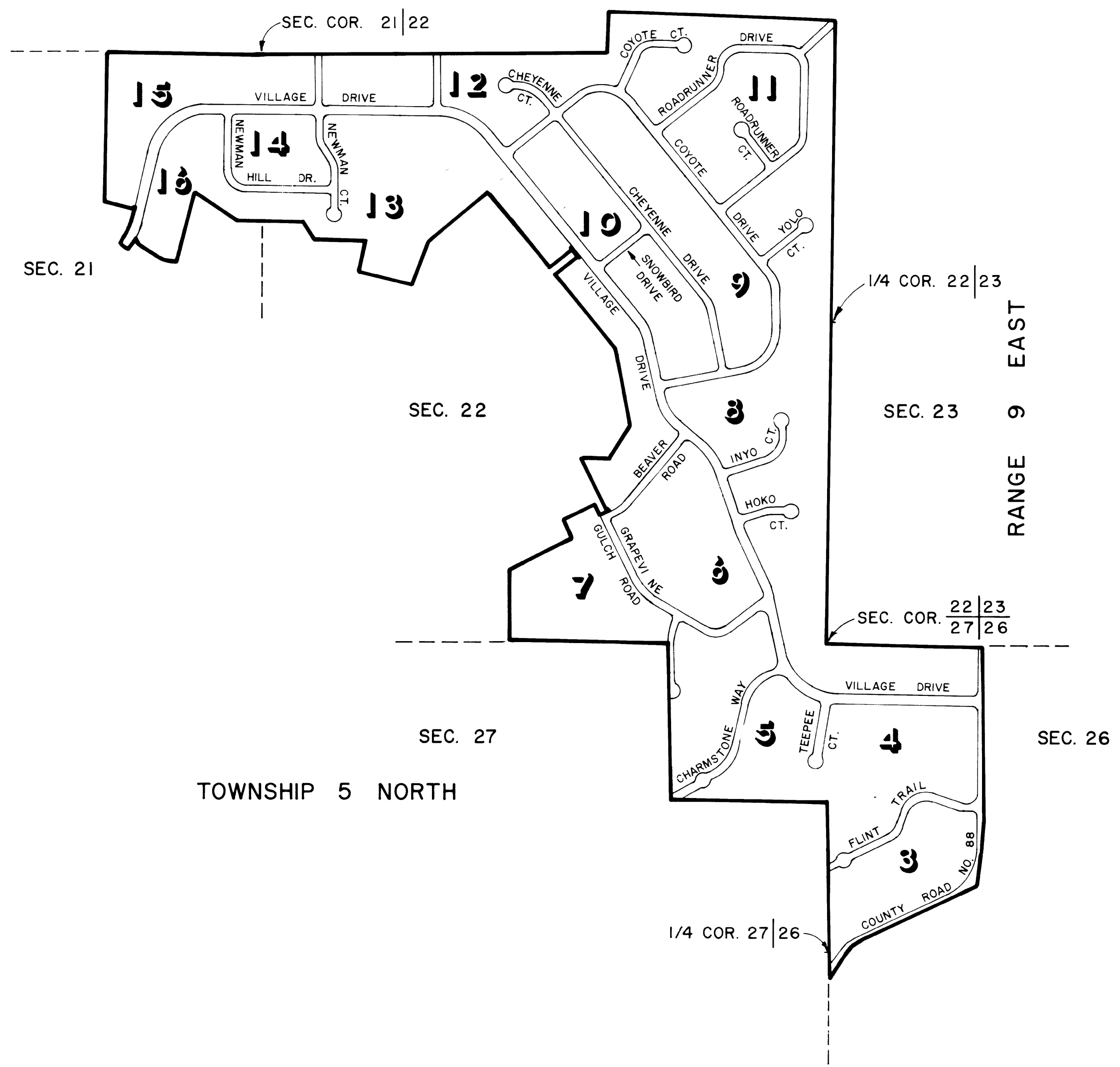
I, MARY RIMMER, COUNTY CLERK OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA, CERTIFY THAT ALL PROVISIONS OF CHAPTER 2, DIVISION 4, PART 2 OF THE BUSINESS AND PROFESSIONS CODE AND OF ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THE MAP ENTITLED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

Mary Rimmer
AMADOR COUNTY CLERK
March 31, 1970
DATE

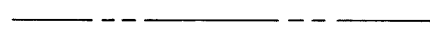
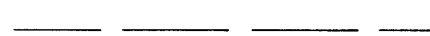

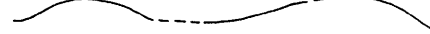
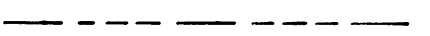

RECORDER'S CERTIFICATE

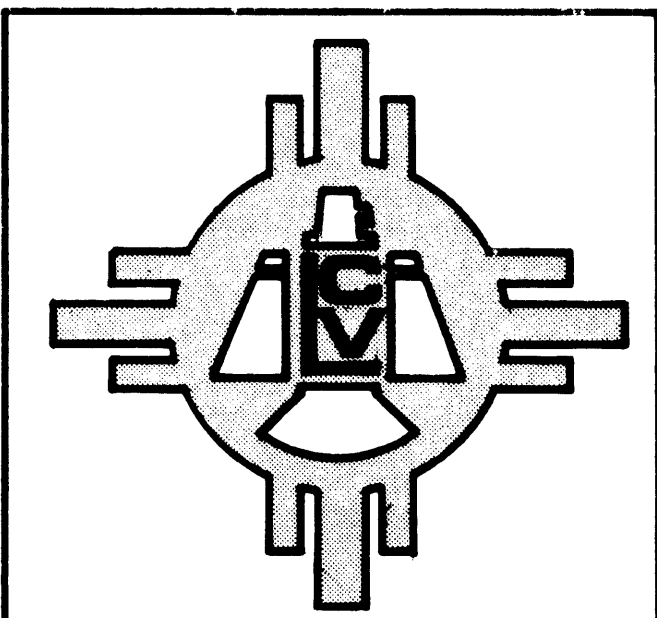
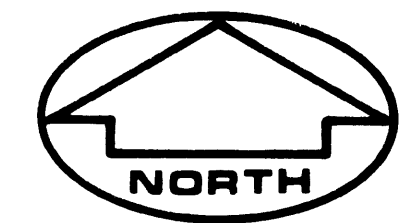
FILED THIS 31 DAY OF March, 1970, AT 2:57 P.M., IN BOOK 3 OF Subd. Maps AT PAGE 8, AT THE REQUEST OF ARCADET TITLE CO., TITLE TO LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. 61 ON FILE IN THIS OFFICE. Fee \$ 35.00

Anthony Sutton
AMADOR COUNTY RECORDER



LEGEND :

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



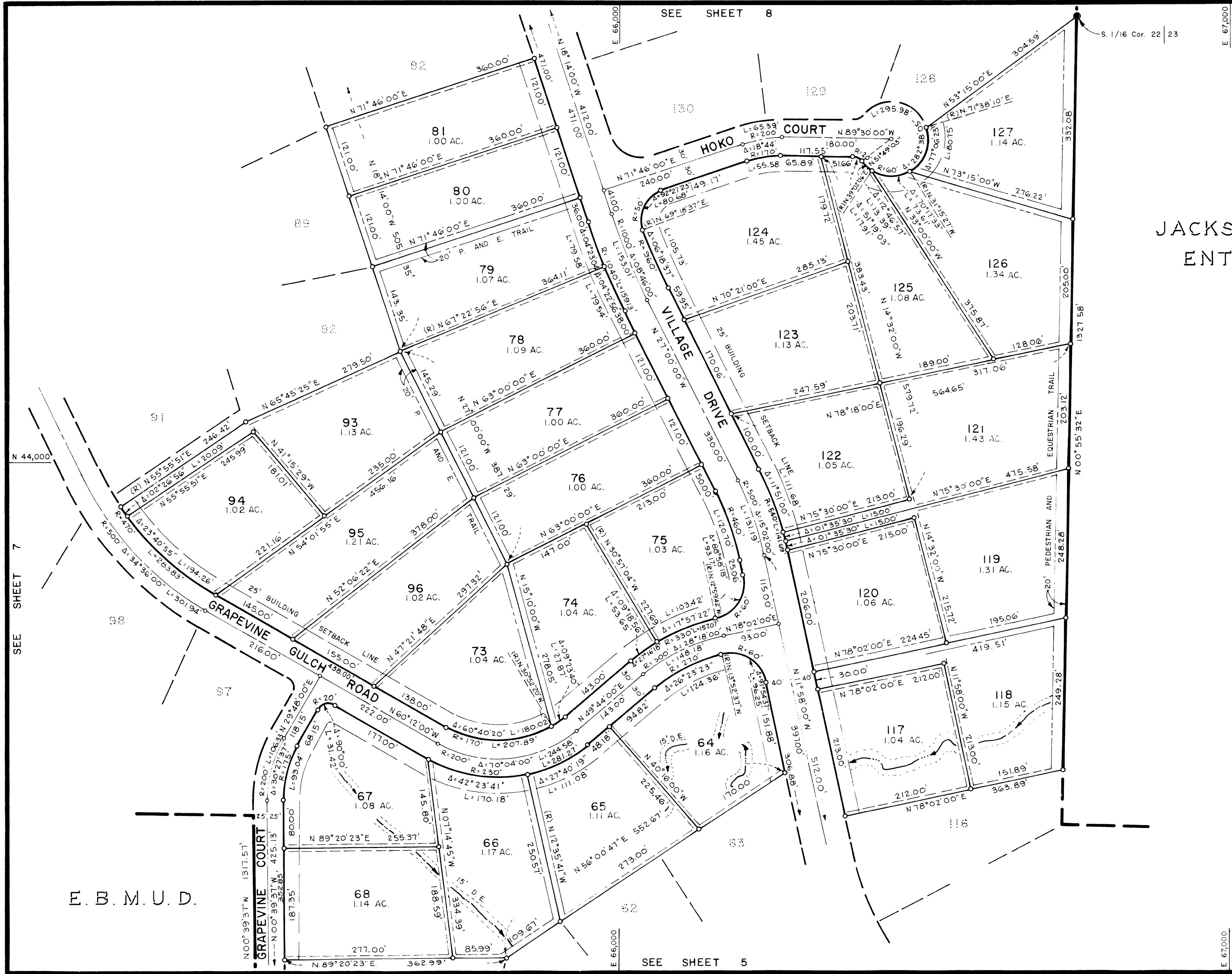
LAKE CAMANCHE VILLAGE

UNIT 1

PORTIONS OF SECTIONS
 21, 22, 26, AND 27.
 T.5N., R.9E. M.D.B.&M.
 AMADOR COUNTY
 CALIFORNIA
 DATE: MARCH 1970
 SHEET 2 OF 16 SHEETS

SHEET LAYOUT
 SCALE 1" = 800'

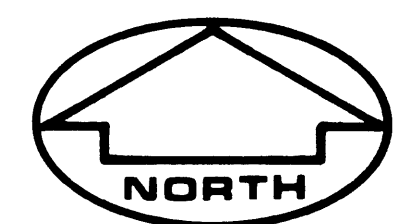
MAP BOOK NO. _____, PAGE NO. _____



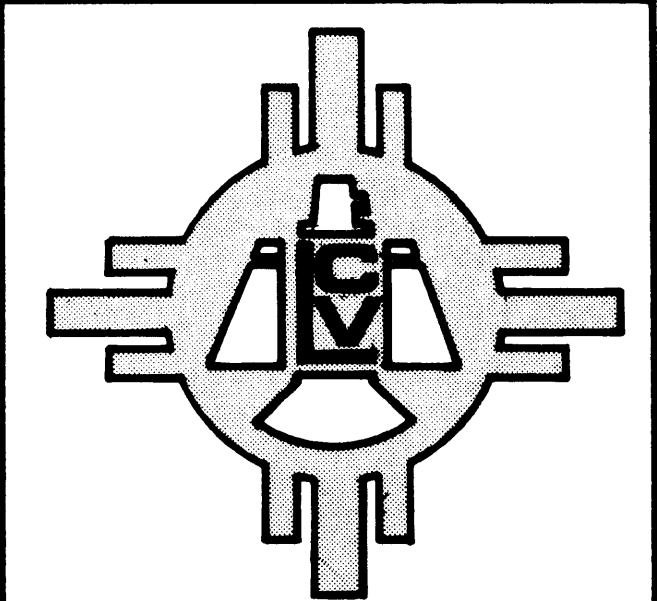
SEE SHEET 8

S. 1/16 Cor. 22 | 23

JACKSON VALLEY ENTERPRISES



SCALE: 1"=100'



LAKE CAMANCHE VILLAGE

UNIT 1

PORTIONS OF SECTIONS
 21, 22, 26, AND 27.
 T.5N., R.9E. M.D.B.&M.
 AMADOR COUNTY
 CALIFORNIA
 DATE: MARCH 1970
 SHEET 6 OF 16 SHEETS

E. B. M. U. D.

SEE SHEET 5

SEE SHEET 7

MAP BOOK NO. , PAGE NO.

SEE UNIT 2 SHEET 2

SEE SHEET 8

LAKE CAMANCHE VILLAGE UNIT 2

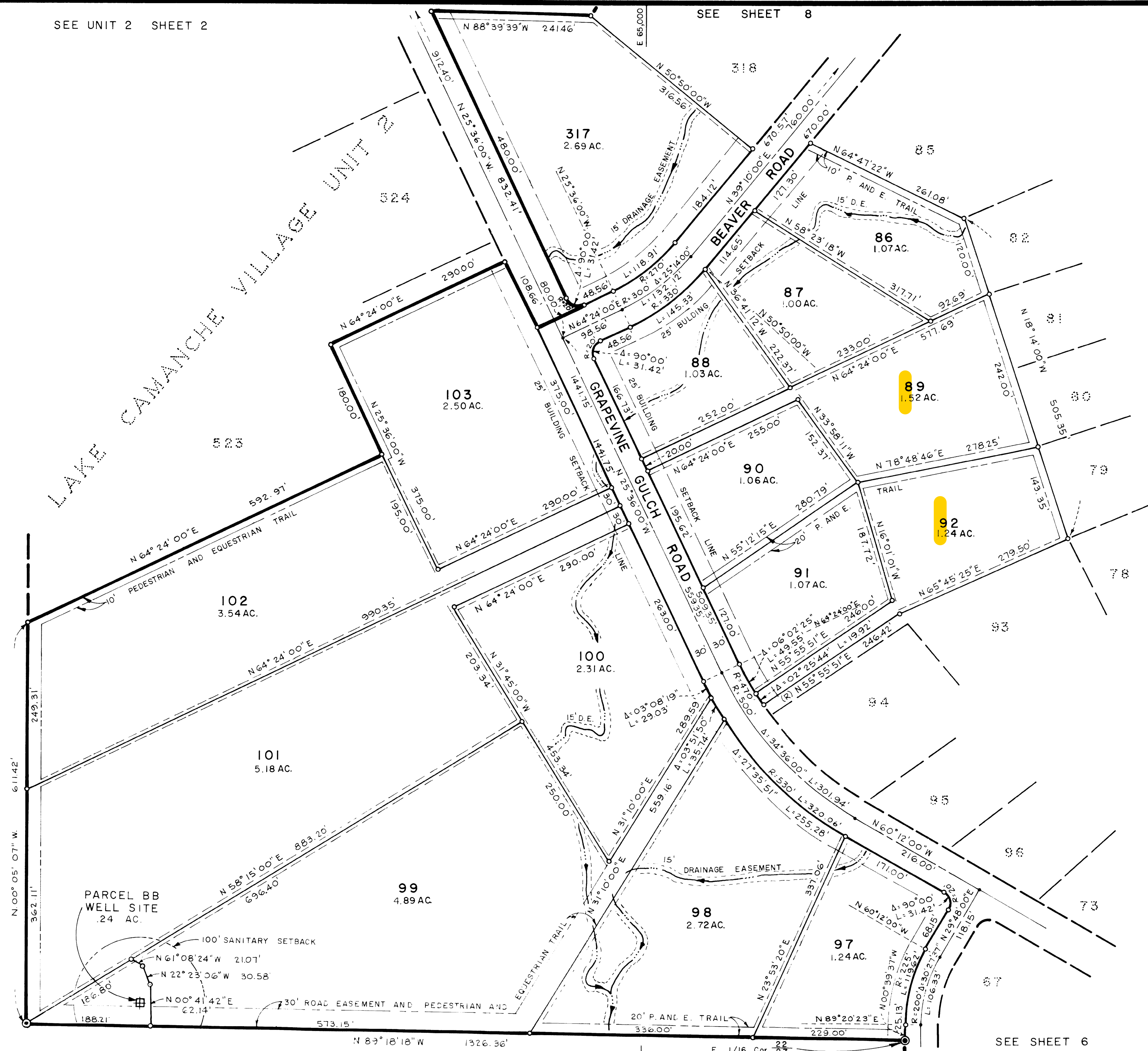
E 64,000

E 65,000

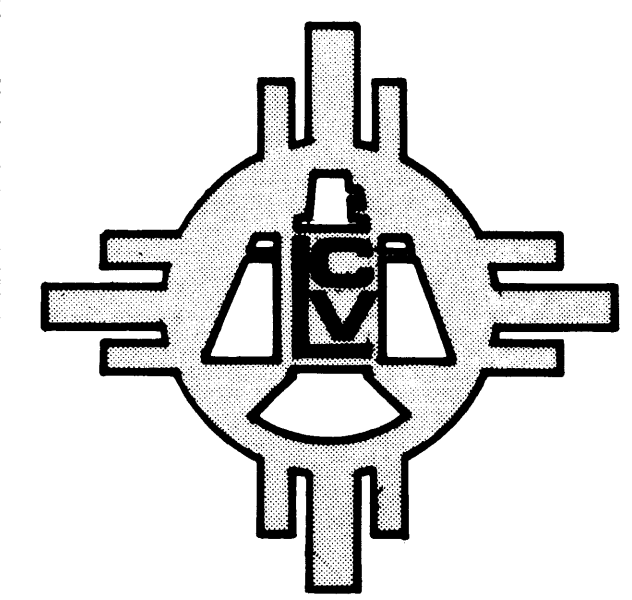
N 44,000

E.B.M.U.D.

E 64,000



SCALE: 1"=100'



LAKE CAMANCHE VILLAGE

UNIT 1

PORTIONS OF SECTIONS
 21, 22, 26, AND 27.
 T.5N., R.9E. M.D.B.&M.
 AMADOR COUNTY
 CALIFORNIA
 DATE: MARCH 1970
 SHEET 7 OF 16 SHEETS

SEE SHEET 6

MAP BOOK NO. _____, PAGE NO. _____

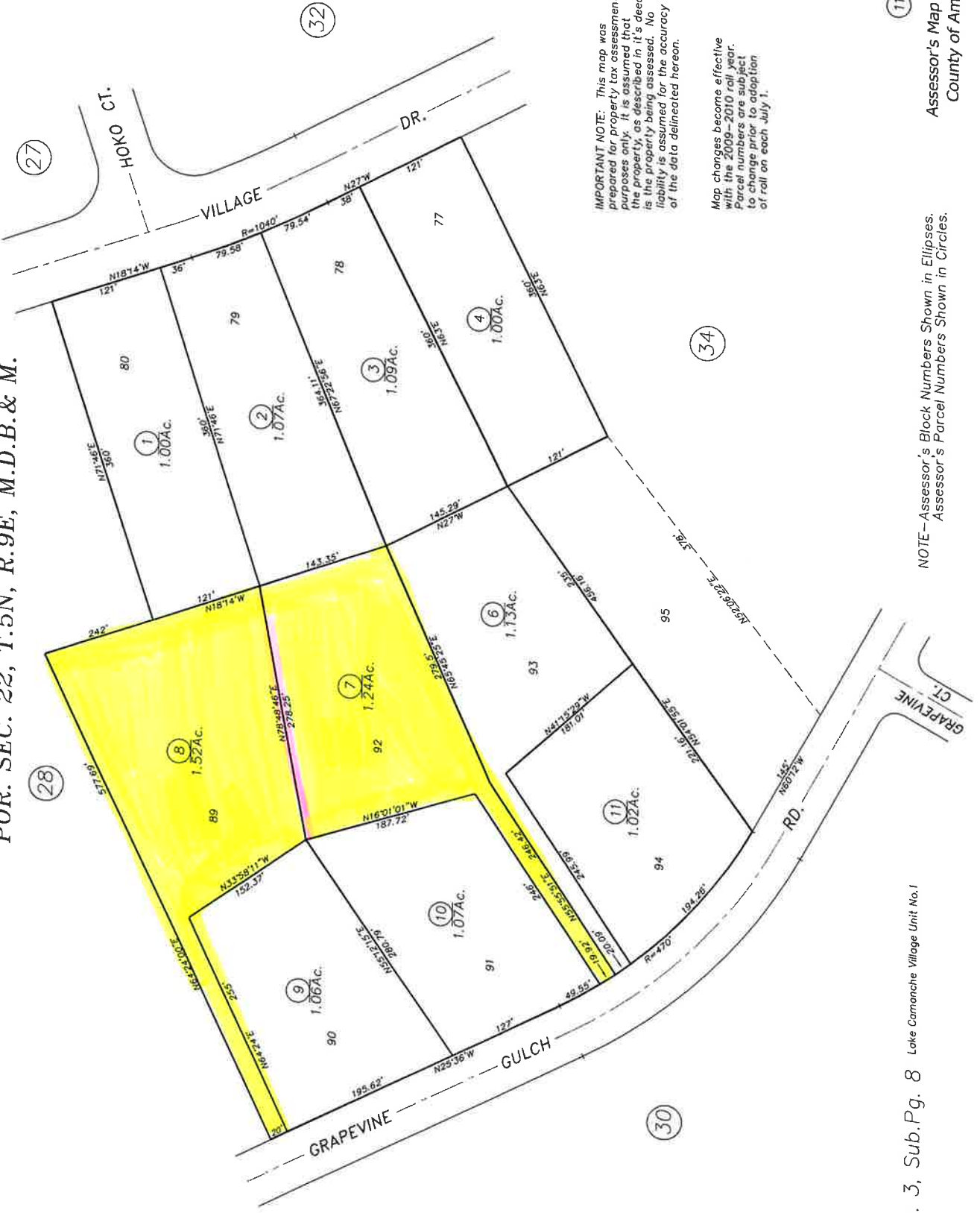
SEE SHEET 6

E. 1/16 Cor. 22

3-31



POR. SEC. 22, T.5N, R.9E, M.D.B.& M.



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 2009-2010 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

(11)

Assessor's Map Bk. 3, Pg. 31
County of Amador, Calif.

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

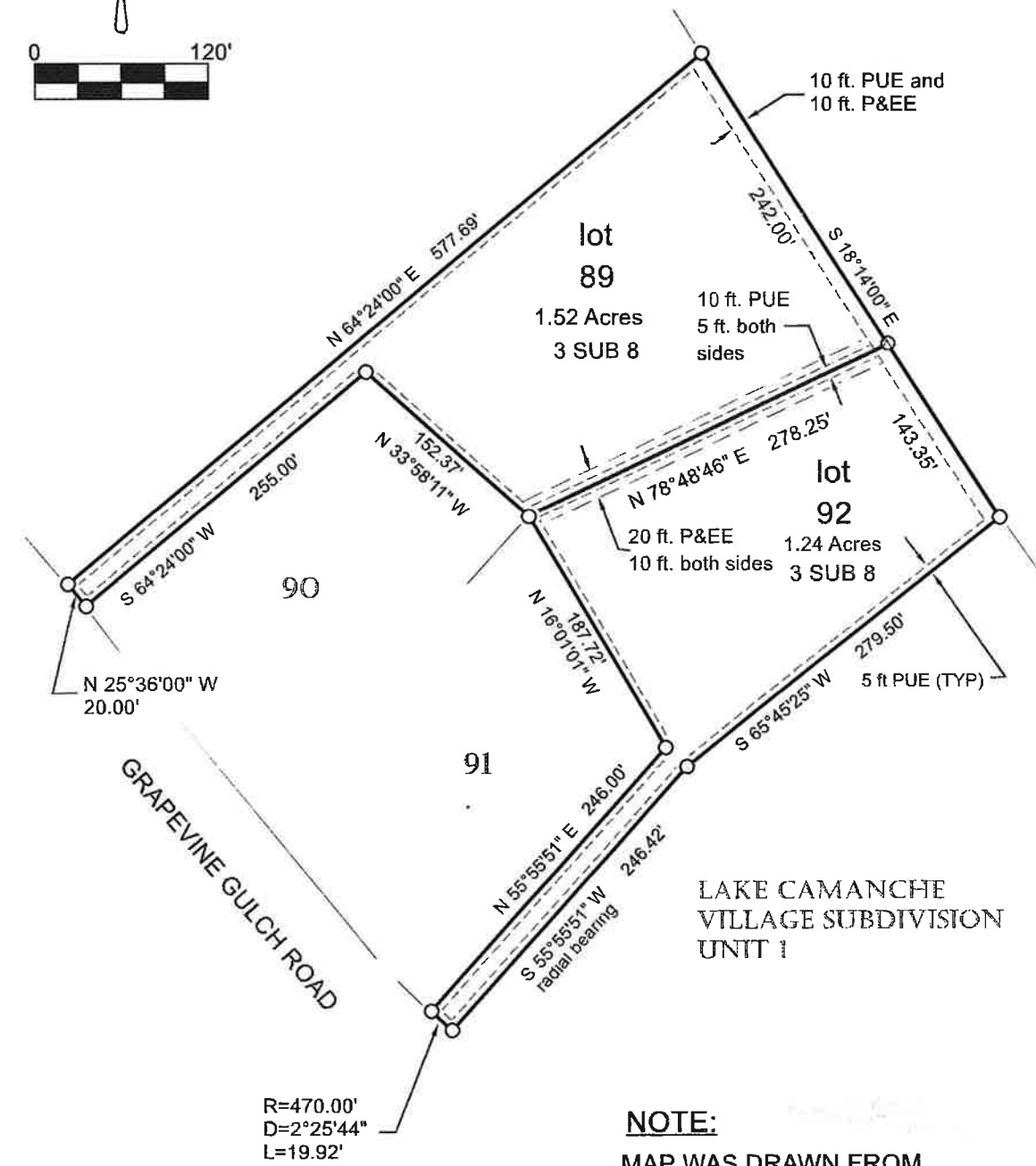
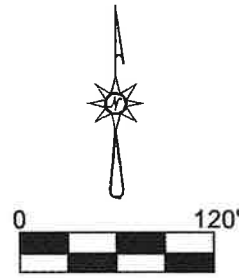
R.M. Bk. 3, Sub.Pg. 8 Lake Comanche Village Unit No.1

2nd checks

BEFORE EXHIBIT

LEGEND

- Angle Point
- PUE Public Utility Easement
- P&EE Pedestrian and Equestrian Easement
- SUB Subdivision Maps, Amador Co. Records



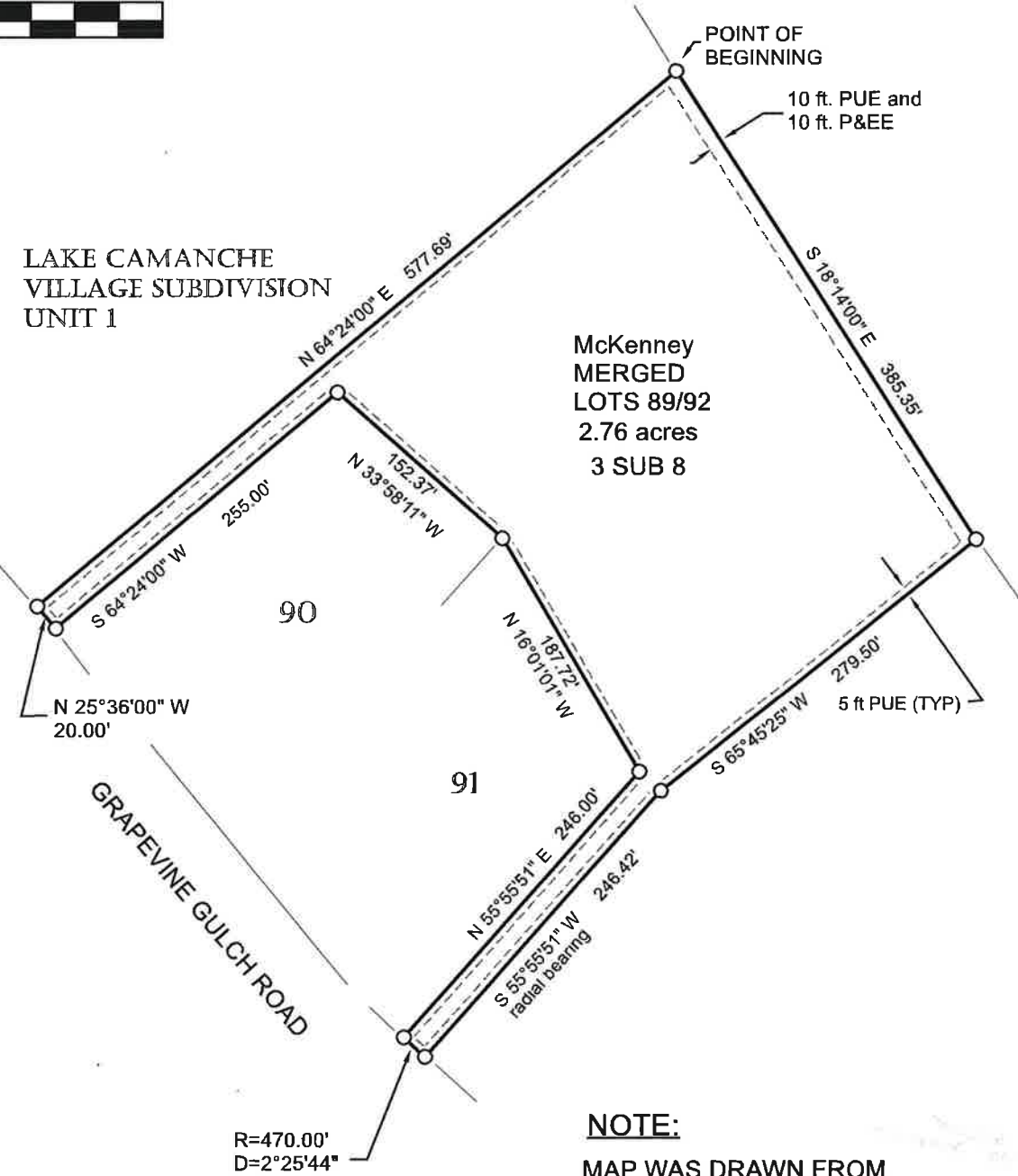
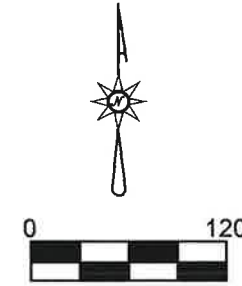
NOTE:
 MAP WAS DRAWN FROM
 RECORD INFORMATION ONLY.
 NO FIELD SURVEY WAS PERFORMED.

2nd checks

AFTER EXHIBIT

LEGEND

- Angle Point
- PUE Public Utility Easement
- P&EE Pedestrian and Equestrian Easement
- SUB Subdivision Maps, Amador Co. Records



NOTE:
 MAP WAS DRAWN FROM
 RECORD INFORMATION ONLY.
 NO FIELD SURVEY WAS PERFORMED.

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 APPROVING ABANDONMENT
OF A PUBLIC UTILITY EASEMENT
PEDESTRIAN AND EQUESTRIAN TRAIL FOR
MICHAEL AND VALERIE MCKENNEY

RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby does approve the abandonment of a 20' (twenty foot) public utility easement pedestrian equestrian trail for Michael and Valerie McKenney.

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 8th of October 2024, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: October 8, 2024

SUBJECT

Planning Department – Consideration of the Planning Commission’s recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 142 parcels in Supervisorial District 1 which are currently zoned X, Special Use District, which is inconsistent with the land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.

Recommendation:

Following the public hearing, the first action of the Board should be a decision on the adequacy of the CEQA categorical exemption.

Next, the Board may make a decision to approve or deny the Zone Changes. Should the Board move to approve an Ordinance to change the zoning of the affected parcels, the findings in the staff report are recommended for inclusion with the motion to approve.

4/5 vote required:

No

Distribution Instructions:

Planning, Assessor, File

ATTACHMENTS

- [SR_BOS.ZC-24;6-3.docx](#)
- [ORDINANCE with Maps - ZC-24;6-3 X to R1A.docx](#)
- [PC Minutes excerpt.pdf](#)
- [PC Item Packet.pdf](#)

**STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: October 8, 2024**

Planning Department – Consideration of the Planning Commission’s recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 142 parcels in Supervisorial District 1 which are currently zoned X, Special Use District, which is inconsistent with the land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.

Applicant: County of Amador
Supervisorial District: 1

- A. General Plan Designations:** AT, Agricultural-Transition; and AG, Agricultural-General
- B. Present Zoning:** X, Special Use
- C. Proposed Zoning:** R1A, Single-family Residential and Agricultural
- D. Acreage Involved:** ±5,853.29 acres
- E. Description:** The County of Amador is initiating zone changes for properties which have a zoning district classification that is inconsistent with the land use designation adopted with the 2016 General Plan Land Use Element update. The parcels affected by this request are currently zoned X, Special Use.

During the County’s preparation of the 2016 General Plan Update, it was determined that the X, Special Use district’s history from the 1960s as a ‘place-holder’ for future zoning classification had served its purpose, and was overly restrictive in that it does not allow as mix of permitted compatible uses as is typical of most zoning districts.

- F.** This change aligns with the County's General Plan and aims to ensure consistency and compliance with state and local regulations. The changes include 142 parcels to be rezoned from the X, Special Use zoning district to the R1A, Single-family Residential and Agricultural zoning district. The permitted and conditional uses for both districts are attached to the staff report.
- G. Environmental Review:** In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15183(a) of State CEQA Guidelines for projects that are consistent with the development density of existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified and to Section 15061(b)(3), the common-sense exemption.

This project is categorically exempt from CEQA per 15183(a):

“CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or 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. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.”

Additionally, the zone change is consistent with Government Code Section 65860, which requires that zoning ordinances shall be consistent with the General Plan. Government Code Section 65860(c) states:

“--in the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan, or to any element of the plan, the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan as amended.”

Lastly, this project is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines

in that the project is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

G. Planning Commission Action: The Planning Commission, following a public hearing on September 24, 2024, recommended approval of the CEQA exemptions and Zone Change to the Board of Supervisors. Per Government Code 65855, the Planning Commission's recommendation to the Board includes the following reason(s) for the recommendation and the relationship of the proposed ordinance to the General Plan in that the proposed ordinance supports the following:

- Goal LU-10: Guide future residential and local commercial uses into established cities, unincorporated Regional Service and Town Centers, and existing community areas (e.g. Pioneer, Volcano, Camanche, Fiddletown, Red Corral).
- Policy LU-1.1: Protect existing land uses and public facilities from encroachment by incompatible land uses.
- Policy E-1.1: Encourage an efficient and consistent regulatory environment, including a predictable development process.
- Policy E-8.1: Ensure future land uses are appropriately located and scaled to fit in with the county's rural and agricultural context.

H. Board Action: Following a public hearing, the first action of the Board should be a decision on the adequacy of the CEQA categorical exemption.

Next, the Board may make a decision to approve or deny the requested Zone Change. Should the Board approve an Ordinance to change the zoning of the affected parcels, the findings below are recommended for inclusion with the motion to approve.

I. Recommended Findings:

1. A review of the proposal was conducted by staff who, through their own research, found that the zone change will not have a significant effect on the environment.
2. There are no project-specific significant effects which are peculiar to the project or its sites.
3. There is no substantial new information which was not known at the time of the General Plan Environmental Impact Report certification that supports findings of new or more severe impacts than those addressed in the General Plan.
4. There are no identified significant impacts caused by this project, and therefore no corresponding feasible mitigation measures identified in the General Plan Environmental Impact Report.
5. The proposal is consistent with the General Plan. The proposed Zone Change is consistent with the goals, objectives, and policies of the Land Use Element of General Plan and the Agricultural General and Agricultural Transition land use designations.
6. Based on the record as a whole, the actions of the Board of Supervisors represent the Board's own independent judgement and analysis.

EXHIBIT 1:

Affected Parcels Zoned X, proposed to be changed to R1A, Single-family residential-agricultural:

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012080036000	012130020000	012280004000	044110101000	

EXHIBIT 2:

Permitted And Conditional Uses For The Existing Zone X And The Proposed Zone R1A:

19.24.030	X district regulations.
A. Uses permitted include all uses not otherwise prohibited by law, subject to securing a use permit as specified in this title; provided, however, that agricultural uses as defined in this title, shall not be subject to a use permit.	
19.08.020	Agriculture Definition
"Agriculture" means the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock, tillage, husbandry, farming, horticulture and forestry, the science and art of the production of plants and animals useful to man.	
19.24.045	R1A District--Single-family Residential-Agricultural district.

C. Uses Permitted.

1. Single-family dwelling;
2. Home occupations as defined by Section 19.08.335;
3. Crop and tree farming;
4. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field orchard, bush, and berry crops; vineyards; silviculture;
5. Wholesale operation of nurseries; greenhouses; mushroom rooms; floriculture; and uses of a similar nature;
6. Pasture for grazing (including supplemental feeding), raising, maintaining, breeding, and training of horses, cattle, sheep, goats, hogs, and similar livestock, provided there is no feeding of garbage, sewage, refuse, or offal, and subject to any limitations in number of animals in Chapter 19.48 of this code, General Provisions and Exceptions;
7. Feed lots, feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
8. Poultry farms;
9. Dairies;
10. The raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl;
11. Processing, packing, selling, shipping of agricultural products not done on an on-site retail sales basis; wells, water storage and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses.

D. Uses Permitted Subject to First Securing an Approved Use Permit.

1. Farm and forestry labor camps;
2. Recreation uses;
3. a. Processing, packing, selling, shipping of agricultural products for on-site retail purposes. This includes but is not limited to tasting rooms in conjunction with an on-site winery as defined in Section 19.08.687.
- b. Wine tasting rooms operated subject to a duplicate 02 license from the California Department of Alcohol Beverage Control may also be permitted subject to at least meeting the standards outlined in Section 19.24.040, District regulations--Generally, subsections (27)(a) through (f) of the "A" agricultural zone district;
4. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;
5. Auction and sales yards;
6. Turkey farms, provided there is a cover crop or other dust control;
7. Any garbage, sewage, refuse, or offal feeding;
8. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
9. Rendering plants, fertilizer plants and yards;
10. Oil and gas wells, drilling, mining, and excavation of natural minerals;
11. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING SECTIONAL ZONING DISTRICT MAPS G-93, K-98, N-207, AND O-53 PURSUANT TO SECTION 19.20.020 OF THE AMADOR COUNTY CODE BY REZONING CERTAIN REAL PROPERTY FROM THE X, SPECIAL USE DISTRICT TO THE R1A, SINGLE-FAMILY RESIDENTIAL AND AGRICULTURAL ZONING DISTRICT.

The Board of Supervisors of the County of Amador, State of California, do ordain:

SECTION I. Recitals of Fact.

WHEREAS, Chapter 19.68 (Amendments) of the Amador County Code provides for a procedure to amend Title 19 (Zoning) or to rezone property in Amador County; and

WHEREAS, rezoning requires an ordinance amending Sectional Zoning District Maps established in accordance with Section 19.20.020 of Title 19 (Zoning); and

WHEREAS, all notices and public hearings mandated by the State Planning Law and Title 19 (Zoning) of the Amador County Code have been adhered to by the Amador County Planning Commission and Board of Supervisors; and

WHEREAS, the Board of Supervisors adopts this ordinance with the findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare require such an amendment.

SECTION II. Section 19.20.020 of the Amador County Code is amended by amending Sectional Zoning District Maps G-93, K-98, N-207, AND O-53 (Zone Change No. 24;6-3) to change the zoning from the X, Special Use District to the R1A, Single-family Residential and Agricultural Zoning District, for an approximate ±5,853.29 acres with locations specifically described in Exhibit A and Exhibit B, which is attached hereto.

SECTION III. This ordinance or a summary thereof shall be published in the manner prescribed in Government Code Section 25124.

The foregoing ordinance was duly passed and adopted at a regular session of the Board of Supervisors of the County of Amador, held on the 8th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chairperson, Board of Supervisors

ATTEST:

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

By _____ (ORDINANCE NO. XXXX) (XX/XX/XX)

**“EXHIBIT A”
LEGAL DESCRIPTION**

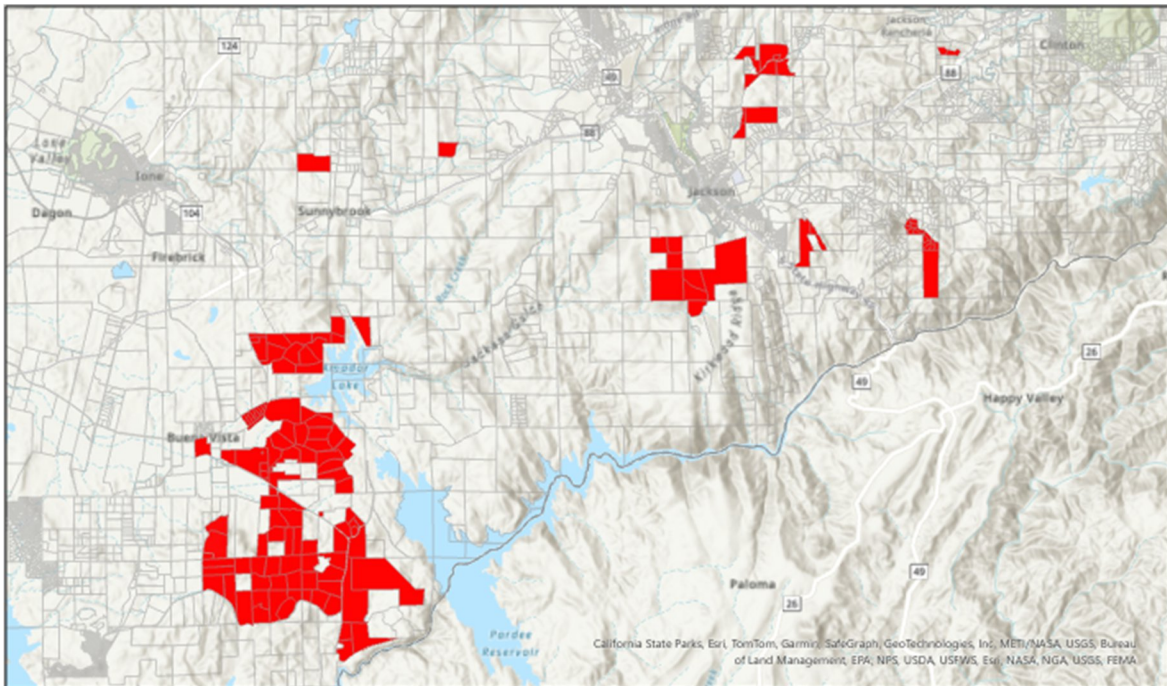
All that real property situated in the State of California, County of Amador, Unincorporated Area for the following parcels are documented in the respective recorded documents as listed below:

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- 011140035000
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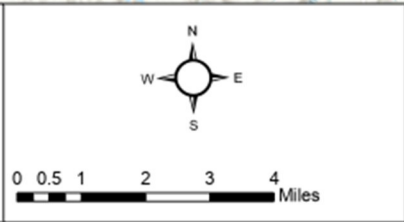
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 - Recorded Document Number: [2023R002228]

**“EXHIBIT B”
MAPS**

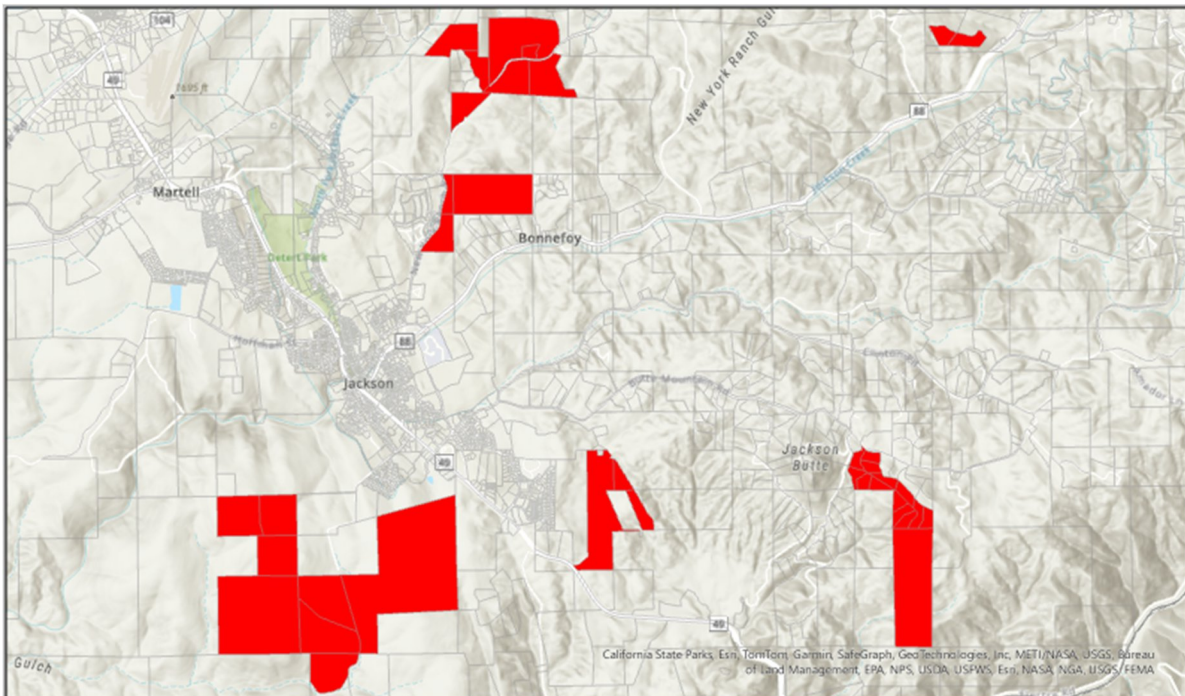


Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
District 1

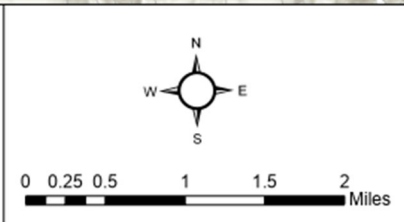


Legend

- Amador Boundary
- Assessor Parcels
- District 1 Project Parcels

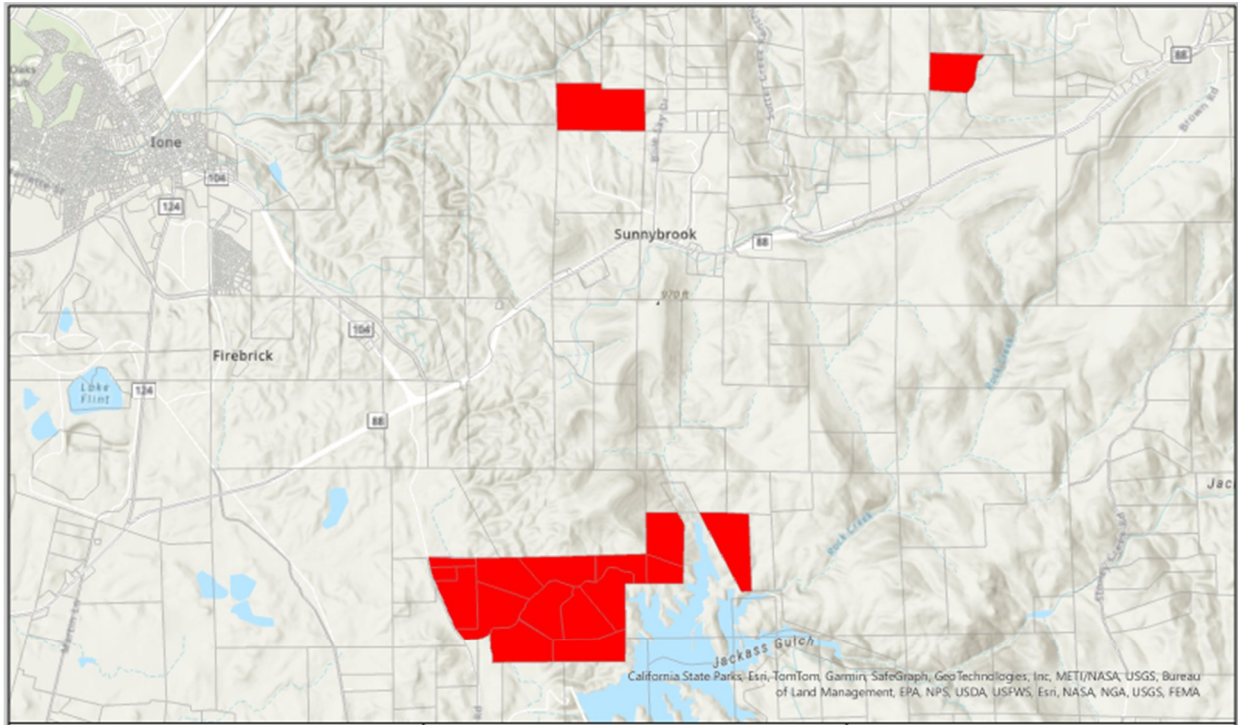


Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
Martell-Jackson Region

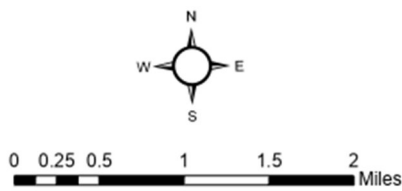


Legend

- Amador Boundary
- Assessor Parcels
- District 1 Project Parcels

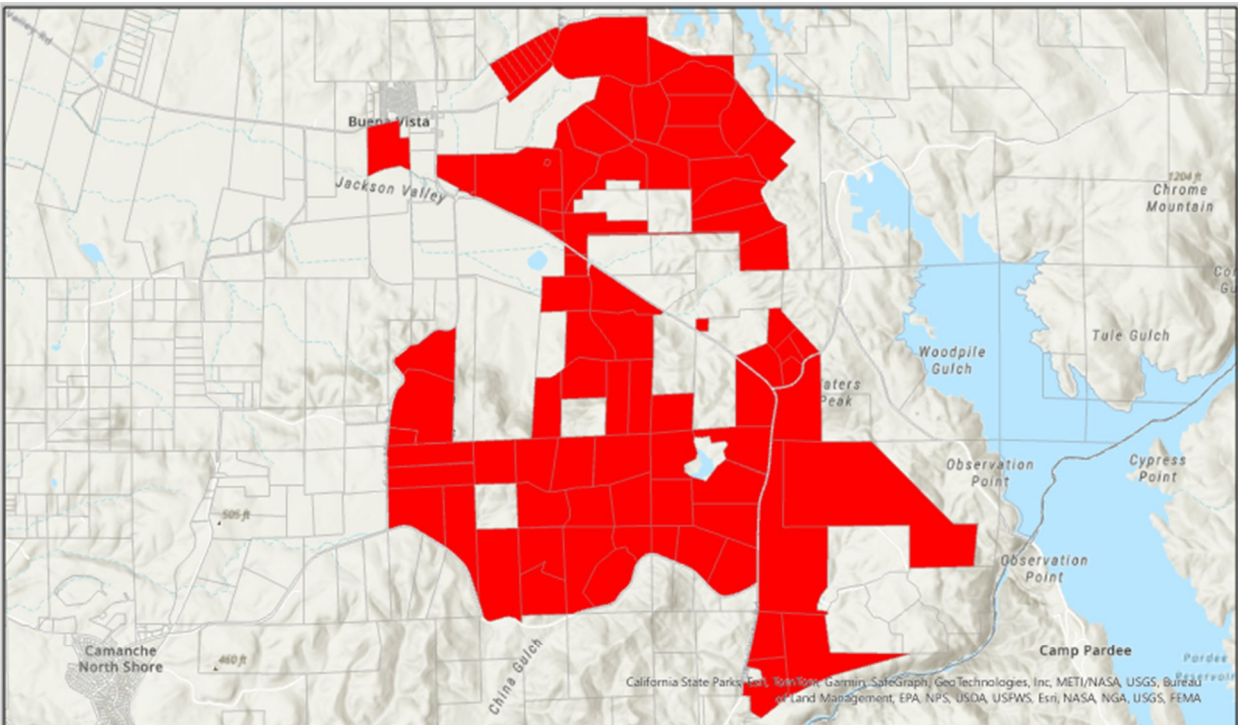


Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
Lone-Lake Amador Region

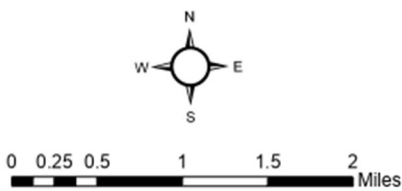


Legend

- AmadorBoundary
- Assessor Parcels
- District 1 Project Parcels



Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
Buena Vista Region



Legend

- AmadorBoundary
- Assessor Parcels
- District 1 Project Parcels

Item 2 - Request for a Zone Change (ZC-24;6-3) from the X Special Use district, to the R1A, Single-family Residential and Agricultural zoning district for properties that are incompatible with the General Plan designation.

Applicant: County of Amador

Supervisory District: 1

Location: Affected property owners with land zoned X with an incompatible General Plan land use designation within Supervisory District 1

Vice-Chair Munnerlyn introduced the project.

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

Vice-Chair Munnerlyn opened the public hearing.

Leona Bartel said that she understands that her parcel's zoning is not changing, but is concerned about the proposed zone change to her 5 or 6 abutting neighbors' parcels. She asked what inconsistent means.

Ms. Sheppard stated that the X zoning district does not align and is not compatible with the Agricultural General (AG) and Agricultural Transition (AT) designations.

Ms. Bartel asked if a minimum size for the parcels is required for the change.

Ms. Sheppard said that is determined by the General Plan designation and is not being affected.

Ms. Bartel said that with R1A it sounds like there are lots of agricultural things such as feed lots, poultry farms, and dairies that can go on without approval from anybody. She stressed that the parcels being changed abutting her are only 5 acres.

Ms. Sheppard explained that those agricultural uses are a by right use within the existing X zoning district.

Ms. Bartel asked if all those things are allowed without approval and that it says that these are the things that are permitted and it does not say under consideration of anybody.

Ms. Sheppard responded that there are listed uses permitted that do not require a conditional use permit.

Ms. Bartel questioned that a feed lot is okay.

Ms. Sheppard replied correct and that it does not require a conditional use permit now in X or with the proposed R1A zoning.

Ms. Bartel said that the good thing with X is that it made it sound like you could do anything but that you need a permit to do it, whereas, this way you can buy a parcel and set up a feed lot in a residential area. She stressed that she wants to preserve where she lives and the value of her property and believes it is crazy to change and open up small parcels to do whatever they want.

Ms. Sheppard shared that agricultural uses are a by right use in the X district and that those agricultural uses would not require a conditional use permit.

Ms. Bartel asked even though X says you can do this with a permit if it is not true.

Ms. Sheppard responded that agricultural uses are by right and do not require a conditional use permit in the X district.

Ms. Bartel stated that she believes this is a little crazy and that property was split into 5 acres and is now being opened up to a turkey farm, feed lot, or all these other things that we have no control over it.

Martin Havens said that his property is not affected, but the 900 acre property owned by the casino adjacent to him is. He said he is concerned about them wanting to divide it up and possibly put a home or homes on the property. He asked how he can get a copy of the General Plan and if it applies only to the County.

Vice-Chair Munnerlyn responded that it is online and that Mr. Havens can go to the Planning Department and get a copy. She said that the General Plan applies to the County.

Deputy County Counsel Spitzer added that the cities also have General Plans.

Mr. Havens asked if the General Plan being referred to tonight is for the City of Jackson or the County of Amador.

Deputy County Counsel Spitzer said that the General Plan is for the unincorporated areas of the County and that the cities' can be found on their websites.

Mr. Havens said he is outside of city limits and asked where he should go.

Deputy County Counsel Spitzer responded at the County.

Mr. Havens shared his concern about how the zone change will affect his underground water access, that others could drain his underground aquifer, and that he does not want to have to drill a deeper well that he cannot afford.

Mr. Beatty responded that a well permit would be needed.

Ms. Ruesell added that any ministerial permits would still be required.

Mr. Havens asked if there will be notification about access if the casino wants to build homes and that the residents are concerned about secondary egress in case of fire and would like to be able to use the casino's land.

Ms. Ruesell said for a single property owner applying for an encroachment there would not be notification, but with a discretionary permit action that requires a public hearing there would be notification.

Michelle Workman said that she has a parcel that is being rezoned asked what is exactly inconsistent in the X District with the General Plan and how it will affect her property taxes.

Ms. Sheppard responded that X zoning is fairly antiquated and with the update of the 2016 General Plan the X zoning was marked as no longer compatible with the Agricultural General Plan designations. She explained that the County is updating the zoning to become compatible with the General Plan and that agricultural/residential use. She added to contact the Assessor with any questions about assessment, but that Planning was informed that this will not trigger a reassessment of the properties.

Vice-Chair Munnerlyn asked if there is further comment. There was none.

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

AYES: Curtis, Munnerlyn, Wardall, Bennett

NOES: None

ABSENT: Gonsalves

Commissioner Bennett said that he just wants clarification that when moving from X to R1A that there is no real substantial difference with what people can do on their property.

Ms. Sheppard responded that there are quite a few more by right uses in the R1A District, but there are primarily residential and fairly light agricultural uses that are similar to what are taking place on the X.

Commissioner Curtis commented that some of the by right uses look onerous, but they are regulated by other parts of the municipal or County code and not just automatically granted.

Ms. Sheppard responded that is correct and that they would still have to abide by building code, apply for Building and Environmental Health permits, and conform with State law.

Commissioner Curtis said that he believes we are being afraid of something that in reality is not going to take place, such as a slaughterhouse.

Ms. Sheppard said that a slaughterhouse would require a conditional use permit and there are other regulations that regulate uses permitted without a use permit.

Deputy County Counsel Spitzer added that a slaughterhouse requires discretion.

Vice-Chair Munnerlyn shared that some of the uses that are in the X such as a home will now be brought into being a compatible use. She asked if anyone requested to not be included in the zone change.

Ms. Sheppard replied not for these parcels.

Commissioner Wardall asked if the Planning Commission approves or makes a recommendation to the Board for the environmental document.

Deputy County Counsel Spitzer responded that legally the Planning Commission can approve the Exemption and then make a recommendation for the project, but the way the County has operated consistently to date, even with the Exemption, has been to make the recommendation on the Exemption to the Board of Supervisors.

MOTION: It was moved by Commissioner Wardall, seconded by Commissioner Bennett, and carried to recommend approval to the Board of Supervisors that the Negative Exemption is the adequate environmental document.

AYES: Munnerlyn, Curtis, Wardall, Bennett

NOES: None

ABSENT: Gonsalves

MOTION: It was moved by Vice-Chair Munnerlyn, seconded by Commissioner Bennett, and carried to recommend approval of ZC-24;6-3 to the Board of Supervisors.

AYES: Wardall, Curtis, Munnerlyn, Bennett

NOES: None

ABSENT: Gonsalves

Ms. Sheppard stated that the Planning Commission has recommended approval of ZC-24;6-3 in District 1 to the Board of Supervisors and that a hearing will be held at a later date.

MOTION: It was moved by Vice-Chair Munnerlyn, seconded by Commissioner Curtis, and carried to adjourn the meeting to the next regularly scheduled meeting on October 8, 2024.

Stacey Munnerlyn, Vice-Chair
Amador County Planning Commission

Mary Ann Manges, Recording Secretary
Amador County Planning Department

Chuck Beatty, Planning Director
Amador County Planning Department

**STAFF REPORT TO: AMADOR COUNTY PLANNING COMMISSION
FOR MEETING OF: September 24, 2024**

ITEM 2 Request for Zone Change (ZC-24;6-3). The zone change affects parcels that have a zoning district classification which is inconsistent with the land use designation adopted with the 2016 General Plan Land Use Element update.

Applicant: County of Amador

Supervisory District: 1

Location: Affected properties zoned X with an incompatible General Plan land Use Designation within Supervisorial District 1.

A. General Plan Designations: AT, Agricultural-Transition and AG, Agricultural-General

B. Present Zoning: X, Special Use

C. Proposed Zonings: R1A, Single-family Residential and Agricultural

D. Total Acreage Involved: ±5,853.29 acres

E. Description: The County of Amador is initiating zone changes for properties which have a zoning district classification that is inconsistent with the land use designation adopted with the 2016 General Plan Land Use Element update. The parcels affected by this request are currently zoned X, Special Use. This change aligns with the County's General Plan and aims to ensure consistency and compliance with state and local regulations. The changes include 142 parcels to be rezoned from the X, Special Use zoning district to the R1A, Single-family Residential and Agricultural zoning district with the AT and AG General Plan Designation.

F. Environmental Review: In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15183(a) of State CEQA Guidelines for projects that are consistent with the development density of existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified and to Section 15061(b)(3), the common-sense exemption.

This project is categorically exempt from CEQA per 15183(a):

“CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or 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. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.”

Additionally, the zone change is consistent with Government Code Section 65860, which requires that zoning ordinances shall be consistent with the General Plan. Government Code Section 65860(c) states:

“--in the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan, or to any element of the plan, the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan as amended.”

Lastly, this project is not subject to CEQA pursuant to Section 15061(b)3 of the CEQA Guidelines in that the project is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

G. Planning Commission Action: As the approval of the proposed project and accompanying CEQA exemption is deferred to the Board of Supervisors, the Planning Commission's actions are to open the Public Hearing and make a recommendation to the Board of Supervisors to approve or deny the Zone Change. Per Government Code 65855, the Planning Commission shall render its decision in the form of a written recommendation to the legislative body. Such recommendation shall include the reasons for the recommendation and the relationship of the proposed ordinance to the General Plan.

The proposed ordinance supports the following:

- **Goal LU-10:** Guide future residential and local commercial uses into established cities, unincorporated Regional Service and Town Centers, and existing community areas (e.g. Pioneer, Volcano, Camanche, Fiddletown, Red Corral).
- **Policy LU-1.1:** Protect existing land uses and public facilities from encroachment by incompatible land uses.
- **Policy E-1.1:** Encourage an efficient and consistent regulatory environment, including a predictable development process.
- **Policy E-8.1:** Ensure future land uses are appropriately located and scaled to fit in with the county's rural and agricultural context.

H. Recommendation to the Board: If the Planning Commission recommends approval of the Zone Changes, the following statement is recommended for the record: "The Planning Commission recommends approval of the proposed zone change, the reason(s) being that the proposed zone change is consistent with the County's General Plan Economic Development Element (policy E-1.1 and policy E-8.1) and Land Use Element (Goal LU-10 and Policy LU-1.1)".

I. 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.
2. There are no project-specific significant effects which are peculiar to the project or its sites.
3. There is no substantial new information which was not known at the time of the General Plan Environmental Impact Report certification that supports findings of new or more severe impacts than those addressed in the General Plan.
4. There are no identified significant impacts caused by this project, and therefore no corresponding feasible mitigation measures identified in the General Plan Environmental Impact Report.
5. The proposal is consistent with the General Plan. The proposed Zone Change is consistent with the goals, objectives, and policies of the Land Use Element of General Plan and the Agricultural General and Agricultural Transition land use designations.
6. Based on the record as a whole, the recommendations to the Board of Supervisors represent the Planning Commission's own independent judgement.

EXHIBIT 1:

Affected Parcels Zoned X, proposed to be changed to R1A, Single-family residential and agricultural:

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012080036000	012130020000	012280004000	044110101000	

EXHIBIT 2:

**PERMITTED AND CONDITIONAL USES FOR THE EXISTING ZONE X
AND THE PROPOSED R1A ZONING DISTRICT:**

19.24.030	X district regulations.
A. Uses permitted include all uses not otherwise prohibited by law, subject to securing a use permit as specified in this title; provided, however, that agricultural uses as defined in this title, shall not be subject to a use permit.	
19.08.020	“Agriculture” Definition
"Agriculture" means the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock, tillage, husbandry, farming, horticulture and forestry, the science and art of the production of plants and animals useful to man.	
19.24.045	R1A District--Single-family Residential-Agricultural district.
C. Uses Permitted.	
1. Single-family dwelling;	
2. Home occupations as defined by Section 19.08.335;	
3. Crop and tree farming;	
4. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field orchard, bush, and berry crops; vineyards; silviculture;	
5. Wholesale operation of nurseries; greenhouses; mushroom rooms; floriculture; and uses of a similar nature;	
6. Pasture for grazing (including supplemental feeding), raising, maintaining, breeding, and training of horses, cattle, sheep, goats, hogs, and similar livestock, provided there is no feeding of garbage,	

sewage, refuse, or offal, and subject to any limitations in number of animals in Chapter 19.48 of this code, General Provisions and Exceptions;

7. Feed lots, feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
 8. Poultry farms;
 9. Dairies;
 10. The raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl;
 11. Processing, packing, selling, shipping of agricultural products not done on an on-site retail sales basis; wells, water storage and reservoirs, including on-site excavation or removal of materials for construction thereof;
 12. Storage of petroleum products for use by the occupants of the premises;
 13. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses.
- D. Uses Permitted Subject to First Securing an Approved Use Permit.
1. Farm and forestry labor camps;
 2. Recreation uses;
 3. a. Processing, packing, selling, shipping of agricultural products for on-site retail purposes. This includes but is not limited to tasting rooms in conjunction with an on-site winery as defined in Section 19.08.687.
b. Wine tasting rooms operated subject to a duplicate 02 license from the California Department of Alcohol Beverage Control may also be permitted subject to at least meeting the standards outlined in Section 19.24.040, District regulations--Generally, subsections (27)(a) through (f) of the "A" agricultural zone district;
 4. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;
 5. Auction and sales yards;
 6. Turkey farms, provided there is a cover crop or other dust control;
 7. Any garbage, sewage, refuse, or offal feeding;
 8. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 9. Rendering plants, fertilizer plants and yards;
 10. Oil and gas wells, drilling, mining, and excavation of natural minerals;
 11. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit.

Affidavit

- | | Initial |
|--|-----------|
| 1. Notice of Intent (NOI). | <u>—</u> |
| 2. GIS List. <u>300</u> ft. Plus _____
<small>(Distance) (Special Instructions: e.g. to end of access road)</small> | <u>NS</u> |
| 3. Checked <u>all</u> APN pages of those parcels from the GIS list for “NOTES” or
a. “SPECIAL INSTRUCTIONS.” | <u>NS</u> |
| 4. Project Applicant and Representative(s), if applicable. | <u>NS</u> |
| 5. Checked Project file cover for agency distribution. | <u>NS</u> |
| 6. Checked inside file for special requests for notification. | <u>NS</u> |
| 7. Checked old notification list for additional notification. | <u>NS</u> |
| 8. Other – Specify:

_____ | |

AFFIDAVIT OF SERVICE BY MAIL

I am a citizen of the United States, over eighteen years of age, employed in Amador County, and not a party to the within action; my business address is 810 Court Street, City of Jackson, State of California. I hereby declare I served a copy of the attached public hearing notice regarding ZC-24; G-3 X to RIA (Dist. 1) by placing copies in 278 envelopes addressed to: (see attached list).

Said envelopes were then sealed and postage fully paid thereon and were deposited in the United States Mail on September 6, 2024 at Jackson, California.

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

Executed at Jackson, California on September 6, 2024

Signed 

Witness 



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

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

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

NOTICE OF PUBLIC HEARING

NOTICE: The County of Amador is initiating a zone change for properties currently zoned X, Special Use to the R1A, Single-family Residential and Agricultural zoning district. This change aligns with the County's General Plan designation and aims to ensure consistency and compliance with state and local regulations.

PROJECT NAME AND DESCRIPTION: Request for a Zone Change (ZC-24;6-3) from the X Special Use district, to the R1A, Single-family Residential and Agricultural zoning district for properties that are incompatible with the General Plan designation.

PROPERTY OWNERS: Affected property owners with land zoned X with an incompatible General Plan land use designation within Supervisorial District 1.

SUPERVISORIAL DISTRICT: 1

Staff Report will be available online (typically the Tuesday prior to the meeting) for viewing at <http://www.amadorgov.org> in the "Agendas and Minutes" section.

ENVIRONMENTAL REVIEW PROCESS: In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15183 of State CEQA Guidelines for projects that are consistent with the development density of existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified and Section 15061(b)(3) common sense exemption.

This project is categorically exempt from CEQA per 15183(a):

"CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or 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. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies."

The zone change is consistent with Government Code Section 65860, which requires that zoning ordinances shall be consistent with the General Plan. Government Code Section 65860(c) states:

"in the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan, or to any element of the plan, the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan as amended."

PUBLIC HEARING: Notice is hereby given said Planning Commission will hold a public hearing on this project at the County Administration Center, Board of Supervisors Chambers, 810 Court Street, Jackson, California, on **September 24, 2024** at **7:00 p.m.** or as soon thereafter as can be heard. Anyone having comments on the project may attend and be heard.

The meeting may be attended in person or via teleconference by dialing **669-900-6833** and using **meeting ID 537-512-8983**, or by using the following link: <https://us02web.zoom.us/j/5375128983>

The Chairperson will invite the public to comment via phone/online. Public comment will also be accepted by email at planning@amadorgov.org. All emails must be received prior to the start of the meeting and will be included in the record of the meeting. Emails received after those already included in the meeting materials will be printed and distributed to the Commissioners and available to the public, and shall be subject to the same rules as would otherwise govern speaker comments at the Commission meeting.

Letters of comment regarding this matter received by the County prior to the publication of the Staff Report will be sent to each Planning Commissioner as part of the agenda packet (generally the Tuesday prior to the meeting). Letters received after the Staff Report has been published will be copied and circulated to each Commissioner just prior to the public hearing. Be advised that due to time constraints, the Commissioners may not be able to give letters submitted after the Staff Report is published, as detailed a review as those received earlier. Therefore, it may be to your benefit to attend the hearing and summarize your concerns orally. Letters will not be read aloud at the public hearing. If you have any questions or desire more information, please contact this office.

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

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

AFFECTED PARCELS ZONED X, PROPOSED TO BE CHANGED TO R1A, SINGLE-FAMILY RESIDENTIAL AND AGRICULTURAL:

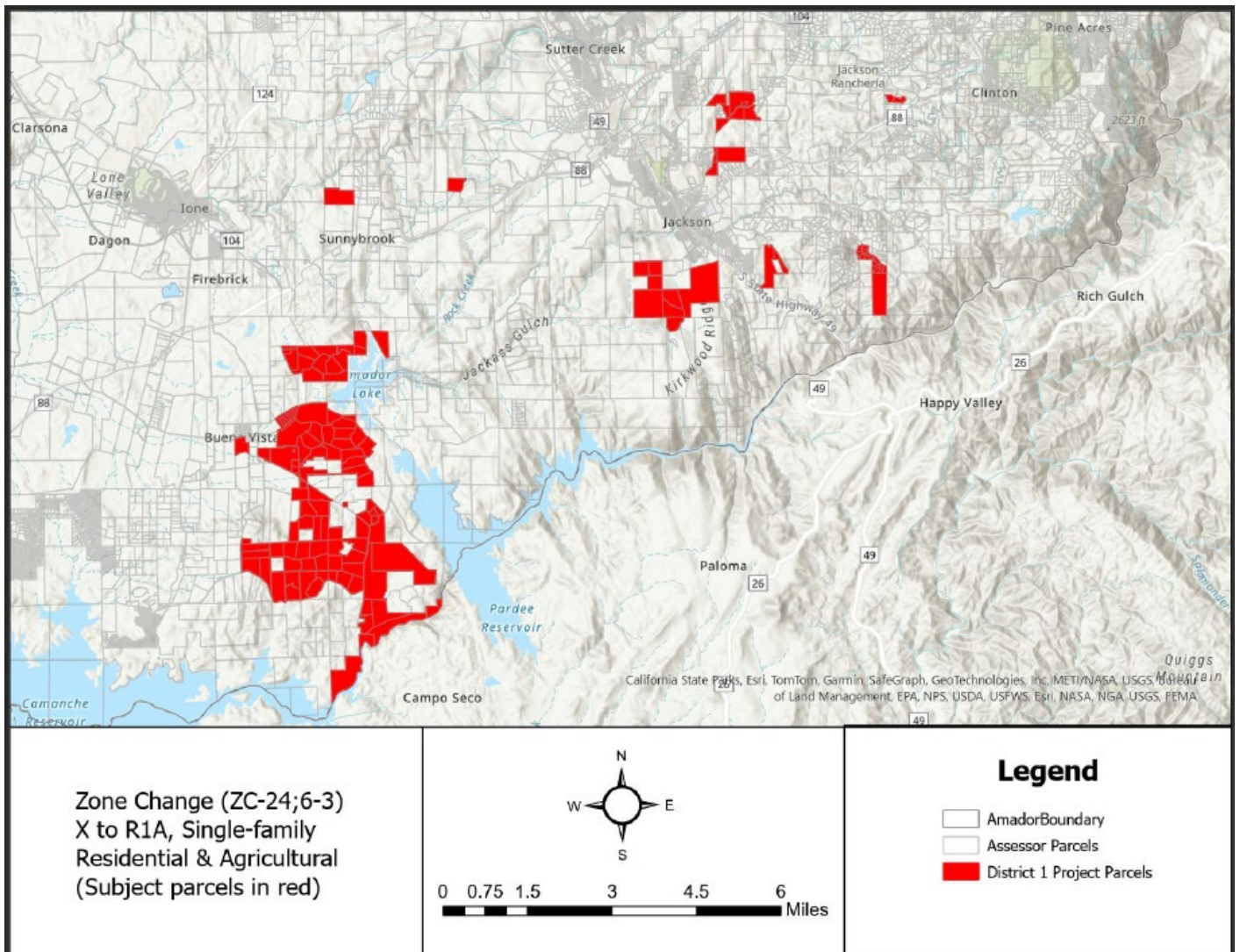
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012070066501	012110016000	012260005000	020510008000	044260027000
012070070000	012110020000	012260006000	020510009000	044310022000
012070082000	012110021000	012260007000	036450002000	
012070083000	012110022000	012260008000	036450004000	

PERMITTED AND CONDITIONAL USES FOR THE EXISTING ZONE X AND THE PROPOSED ZONE R1A:

19.24.030	X district regulations.
A. Uses permitted include all uses not otherwise prohibited by law, subject to securing a use permit as specified in this title; provided, however, that agricultural uses as defined in this title, shall not be subject to a use permit.	
19.24.045	R1A District--Single-family Residential-Agricultural district.
C. Uses Permitted.	
1. Single-family dwelling;	
2. Home occupations as defined by Section 19.08.335;	
3. Crop and tree farming;	
4. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field orchard, bush, and berry crops; vineyards; silviculture;	
5. Wholesale operation of nurseries; greenhouses; mushroom rooms; floriculture; and uses of a similar nature;	
6. Pasture for grazing (including supplemental feeding), raising, maintaining, breeding, and training of horses, cattle, sheep, goats, hogs, and similar livestock, provided there is no feeding of garbage, sewage, refuse, or offal, and subject to any limitations in number of animals in Chapter 19.48 of this code, General Provisions and Exceptions;	
7. Feed lots, feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;	
8. Poultry farms;	
9. Dairies;	
10. The raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl;	

11. Processing, packing, selling, shipping of agricultural products not done on an on-site retail sales basis; wells, water storage and reservoirs, including on-site excavation or removal of materials for construction thereof;
 12. Storage of petroleum products for use by the occupants of the premises;
 13. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses.
- D. Uses Permitted Subject to First Securing an Approved Use Permit.
1. Farm and forestry labor camps;
 2. Recreation uses;
 3.
 - a. Processing, packing, selling, shipping of agricultural products for on-site retail purposes. This includes but is not limited to tasting rooms in conjunction with an on-site winery as defined in Section 19.08.687.
 - b. Wine tasting rooms operated subject to a duplicate 02 license from the California Department of Alcohol Beverage Control may also be permitted subject to at least meeting the standards outlined in Section 19.24.040, District regulations--Generally, subsections (27)(a) through (f) of the "A" agricultural zone district;
 4. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;
 5. Auction and sales yards;
 6. Turkey farms, provided there is a cover crop or other dust control;
 7. Any garbage, sewage, refuse, or offal feeding;
 8. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 9. Rendering plants, fertilizer plants and yards;
 10. Oil and gas wells, drilling, mining, and excavation of natural minerals;
 11. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit.

AMADOR COUNTY PLANNING COMMISSION Date of this notice: September 6, 2024



Comments



Request for a zone change (ZC-24;6-3)

2 messages

gbachich accordionrevival.com <gbachich@accordionrevival.com>

Fri, Sep 13, 2024 at 12:19 PM

To: "planning@amadorgov.org" <planning@amadorgov.org>

Cc: "jbachich@myyahoo.com" <jbachich@myyahoo.com>

I am one of the owners of 2 parcels included in the proposed zone change. I have no objection to the change, but I am curious about why a third parcel, 044-200-047, which we also own, and which is nearly surrounded by the other two, was not included. Is it already zoned R1A?

George Bachich

Napa, CA

Amador County Planning Department <planning@amadorgov.org>

Fri, Sep 13, 2024 at 3:36 PM

To: "gbachich accordionrevival.com" <gbachich@accordionrevival.com>

Cc: "jbachich@myyahoo.com" <jbachich@myyahoo.com>

Hello Mr. Bachich,

Your comment letter has been received and added to the project record.

The property with APN: 044-200-047 is zoned R1A, Single-family Residential and Agricultural; therefore, it was not included in the above-referenced zone change.

Best regards,

Amador County Planning Department

810 Court Street

Jackson, CA 95642

(209) 223-6380

planning@amadorgov.org

[Quoted text hidden]

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: October 8, 2024

SUBJECT

Behavioral Health Agreement with Nexus Youth & Family to provide Substance Abuse Prevention. RFP 24-15 award.

Recommendation:

Approve and sign agreement

4/5 vote required:

No

Distribution Instructions:

Please return signed contract to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo to BOS.pdf](#)
- [Nexus SUBG Prevention fy 24-26 signed by Contractor.pdf](#)
- [GSA memo regarding RFP 24-15.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: September 19, 2024
RE: Behavioral Health Department and Nexus – Substance Abuse Prevention Activities – FY 2024-2026 RFP 24-15

Background:

Department of Health Care Services and Amador County have entered into the State contract by authority of Title 45 of the Code of Federal Regulations Part 96, Substance Use Prevention and Treatment Block Grants (SUBG) for the purpose of planning, carrying out, and evaluating SUBG authorized activities to prevent and treat substance abuse. SUBG recipients must adhere to Substance Use and Mental Health Services Administration (SAMHSA's) National Outcome Measures.

Key Issue:

Substance Use Prevention services must be provided per the SUBG Block Grant between Department of Health Care Services and Amador County Behavioral Health Department, Substance Use Disorder Services.

The goal of the program is to provide drug and alcohol programs to elementary, middle school and high school youth aimed at reducing the incidence of alcohol and drug use and abuse by this population.

RFP 24-15 was awarded to Nexus Youth & Family, per memo August 19, 2024 from GSA.

Recommendation/Request:

Approve the FY 24-26 Agreement with Nexus Youth & Family Services for Substance Abuse Prevention

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Nexus Youth & Family Services, a California corporation (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 Substance Use Disorder Prevention Activities 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 Substance Use Disorder Prevention Activities to residents of Amador County referred by the Director of Behavioral Health (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, 2024 through June 30, 2026. 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.

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

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

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

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

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

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

- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the 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 Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the 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 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

11.2.3 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work
- 11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.**
- 11.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and 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 ten (10) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

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

13.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

13.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans,

correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

13.6 Contractor agrees to maintain and preserve, until ten years after termination of Amador County Behavioral Health agreement with DHCS for the funding and final payment from DHCS to the County, to permit DHCS and any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this contract and to allow interviews of any employees who might reasonably have information related to such records.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

14.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

14.2 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. While performing any services pursuant to the Agreement, being present on any County property, or using County equipment, the Consultant, its employees, subcontractors and agents (1) shall not be in any way impaired because of being under the influence of alcohol or a drug; (2) shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) shall not sell, offer, or provide alcohol or an illegal drug to another person.

15.1 If Consultant, or any employees, sub-contractors, or agents violate any of the above provisions, the County may terminate the Agreement immediately

16. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality,

privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

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

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

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

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

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

To Contractor: Nexus Youth & Family Services
601 Court Street, Suite 210
Jackson, CA 95642

To County: Amador County Health Services Department
Behavioral Health Division
10877 Conductor Boulevard
Sutter Creek, CA 94685

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

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

18. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
19. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
20. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement
23. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor shall report each violation to County, and understands and agrees that County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
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. HATCH ACT Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR: Nexus Youth & Family Services

BY: _____
Brian Oneto
Board of Supervisors

BY:  _____
Lori Halvorson
Programs Director

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: _____

ATTACHMENT A – SCOPE OF WORK

As detailed in response to RFP 24-15

ATTACHMENT B – FEE SCHEDULE

As detailed in response to RFP 24-15

Expenses	Narrative	Total Budget
Personnel Costs		
Salaries/Benefits	Nexus staff to provide Friday Night Live and primary prevention services at schools and community settings in Amador County for 12 months	\$61,415
	Total Personnel	\$61,415
Operating Costs		
Office and Program Supplies/Duplication	Includes office supplies, program supplies and duplication costs @ \$125/month for 12 months	\$1,500
Office Space	Includes rent, utilities, maintenance, communications, technology, and household supplies @ \$650 for 12 months	\$7,800
Travel	Staff mileage costs @ .67/mile for 150 miles/month for 12 months	\$1,206
Liability Insurance	Includes liability @ \$75/month for 12 months	\$900
Outreach	Includes outreach materials and media costs for youth development and primary prevention campaigns	\$1,100
Staff Training	Includes training for staff members providing youth development and primary prevention services	\$670
	Total Non-Personnel	\$13,176
Agency Administrative Costs @ 10%	Agency administrative costs	\$7,459
	TOTAL BUDGET	\$82,050

This contract shall not exceed \$82,050 (Eighty two thousand and fifty dollars) during one Fiscal Year

ATTACHMENT C – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT
Amador County Behavioral health Services the “Business Associate” and Nexus Youth and Family Services. (the “Covered Entity”) intend to share Protected Health Information for Substance Use Prevention Activities.

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in HIPAA or 42 C.F.R Part 2 shall have the same meaning as set forth in HIPAA or 42 C.F.R Part 2. A change to HIPAA or 42 C.F.R. Part 2 which modifies any such defined term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement.

- 1.1 **“42 C.F.R. Part 2”** means the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records set forth under 42 C.F.R. Part 2.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information.
- 1.3 **“Designated Record set”** has the meaning given to the term under the Privacy Rule, including by not limited to, 45 C.F.R 164.501.
- 1.4 **“Electronic Protected Health Information”** and/or **“EPHI”** has the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, and included, without limitation, any EPHI provided by Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 1.5 **“HIPAA”** means the Health Insurance Portability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 through 164)
- 1.6 **“HITECH”** means the Health Information Technology for Economic and Clinical Health Act, as contained in the American Recovery and Reinvestment Act (ARRA), Public Law 111-5.
- 1.7 **“Individual”** has the meaning given to the term under the Privacy Rule, including, but not limited to 45 C.F.R 160.103. It also includes a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g)
- 1.8 **“Privacy Rule”** means the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R 160 and 164 (Subpart E) and any other applicable provision of HIPAA and any amendments to HIPA, including HITECH.
- 1.9 **“Protected Health Information”** and/or **“PHI”** has the meaning given to the term under the Privacy Rule, including but not limited to, 45 C.F.R. 164.103, and included, without limitation, patient records, information identifying or otherwise relating to Covered Entity’s patients, other treatment information protected by 42 C.F.R Part 2 and any PHI provided by Covered Entity or created or received by business Associate on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction, or obligation in the Agreement related to the use of PHI shall apply equality to EPHI.

- 1.10 **“Required By Law”** has the meaning to the term under the Privacy Rule, including but not limited to 45 C.F.R. 164.103
- 1.11 **“Secretary”** means the Secretary of the Department of Health and Humans Services or his designee.
- 1.12 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 C.F.R 164.304
- 1.13 **“Security Rule”** means the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R 160 and 164 (Subpart C) and any other applicable provision of HIPAA and any amendments to HIPAA, including HITECH.

2. OBLIGATIONS OF THE BUSINESS ASSOCIATE

- 2.1 Business Associate acknowledges that in creating, receiving, maintaining, transmitting, transporting, storing, processing, or otherwise dealing with PHI, it is fully bound by 42 C.F.R Part 2, and is directly subject to HIPAA pursuant to HITECH.
- 2.2 Business Associate agrees that it will only use and disclose PHI: (a) for the purpose of performing Business Associate’s review and preparation for contract with Covered Entity, provided such use or disclosure would not violate HIPAA or 42 C.F.R. Part 2 if done by Covered Entity; or (b) as Required by Law, provided such use or disclosure is permitted by 42 C.F.R Part 2. Business Associate must not use or disclose PHI other than as permitted or required by this agreement.
- 2.3 If reasonably practicable, Business Associate agrees to resist any efforts in judicial proceedings to obtain access to PHI, except as expressly provided for by 42 C.F.R. Part 2.
- 2.4 Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI other than as provide by this Agreement. Business Agreement will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI. Business Associate acknowledges that the Security Rule provisions regarding administrative safeguards, physical safeguards, technical safeguards, and policies and procedures and documentation requirements found in 45 C.F.R 164.308, 164.310, 134.312 and 164.316 apply to Business Associate in the manner as to Covered Entity.
- 2.5 Business Associate will, to the extent feasible, adopt a technology or methodology specified by the Secretary pursuant to 42 U.S.C 17932(h) that renders PHI usable, unreadable, or indecipherable to unauthorized persons.

2.6 Business Associate will only request, use and disclose the minimum amount of PHI necessary for Business Associate to perform the services for which it has been retained by Covered Entity. Business Associate agrees to comply with the Secretary's guidance on what constitutes minimum necessary.

2.7 Business Associate acknowledges that 42 C.F.R Part 2 prohibits the Business Associate from disclosing any PHI, even to an agent or subcontractor, without the written consent of the Individual. Nevertheless, Business Associate shall ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate, enters into a written agreement with Business Associate that: (a) complies with HIPAA; and (b) obligates the agent or subcontractor to abide by the same restrictions, conditions and requirements that apply to Business Associate in relation to such PHI and implement the safeguards required above with respect to PHI and EPHI. Business Associate shall reasonably implement and maintain sanctions against agents and subcontractors that violate such restrictions, conditions and requirements and shall mitigate such effects of any such violation. If Business Associate has knowledge of a pattern of activity or practice by an agent or subcontractor that constitutes a material breach of this Agreement or violation of Business Associate's obligations under this Agreement, Business Associate must take reasonable steps to end the relevant activity or practice of the agent or subcontractor. If feasible, Business Associate must terminate its agreement with the agent or subcontractor if such agent or subcontractor does not cure the relevant activity or practice within a period of thirty (30) days.

2.8 Business Associate will report in writing, to Covered Entity:

- (a) Any use or disclosure of PHI that is not authorized by this Agreement. The written notice shall be provided to Covered Entity within five (5) business days of becoming aware of the non-authorized use or disclosure.
- (b) Any Security Incident of which it becomes aware that it, its employees, or its agents or subcontractors experience involving or potentially involving Covered Entity's EPHI. The written notice shall be provided to Covered Entity within five (5) business days of becoming aware of the Security Incident.
- (c) Any Breach of which it becomes aware that it, its employees, or its agents or subcontractors experience involving or potentially involving Covered Entity's PHI. The written notice shall be provided to Covered Entity within five (5) business days of discovering the Breach, and shall include the names of those individuals whose PHI has been, or is reasonably believed to have been, the subject of the breach, and a detailed description of what occurred, including the date of the Breach, and date of discovery of the Breach.

- 2.9 Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.10 Business Associate will make PHI in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available to Covered Entity for inspection and copying within ten (10) days of a written request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R 164.524
- 2.11 Within ten (10) days of receipt of a written request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set, Business Associate or its agents or subcontractors, in any, shall make such PHI available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R 164.526. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate must, if permitted by law, notify Covered Entity in writing within five (5) days of the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of Covered Entity. Upon the approval of Covered Entity, Business Associate shall appropriately amend the PHI maintained by it, or any agents or subcontractors.
- 2.12 Business Associate acknowledges that 42 C.F.R Part 2 prohibits the Business Associate from disclosing any PHI, even to an agent or subcontractor, without the written consent of the individual. Nevertheless, Business Associate agrees to document disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an individual or an accounting of disclosures of his or her PHI pursuant to 45 C.F.R 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. 164.528, Business Associate agrees to provide Covered Entity with the requested information in a format and manner sufficient to respond to the individual's request within fifteen (15) days.
- 2.13 Upon reasonable prior written notice, during normal business hours and no more than one (1) time for each consecutive 12-month period, Business Associate agrees to make available its internal practices, books, and records, including policies and procedures, relating directly to the use and disclosure of PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, to Covered Entity or to the Secretary for purposes of determining Covered Entity's compliance with HIPAA.

2.14 To the extent that Business Associate is required to carry out one or more of Covered Entity's obligation under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirement of Subpart E of 45 C.F.R Part 164 that apply to Covered Entity in the performance of such obligation(s).

2.15 Business Associate agrees that Business Associate does not and will not have any ownership rights in any of the PHI.

3. TERMINATION/REMEDIES

3.1 Covered Entity may terminate this Agreement if the Business Associate has violated any material term of this Agreement and has failed to cure such material violation within thirty (30) days of written notification by Covered Entity. Notwithstanding the foregoing, if Covered Entity has knowledge of a pattern of activity or practice by Business Associate that constitutes a material breach of this Agreement or violation of Business Associate's obligations under this Agreement, Covered Entity must take reasonable steps to end the relevant activity or practice of the Business Associate. If feasible, Covered Entity must terminate this Agreement if Business Associate does not cure the relevant activity or practice within a period of thirty (30) days from the date of written notification by Covered entity.

3.2 Upon termination of the Agreement for any reason, the Business Associate shall return or destroy all PHI (in any form) received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall notify Covered entity of the conditions that make return or destruction infeasible. Upon notification that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Business Associate maintains such PHI.

3.3 If this Agreement is terminated for any reason, Covered Entity also may terminate review and preparation for contracting between the parties.

3.4 Business Associate and any of its subcontractors and agents shall indemnify, hold harmless and defend Covered Entity and its employees, officers, directors, agents, and contractors from and against any and all claims, losses, liabilities, costs, reasonable attorneys' fees, and other expenses incurred as a result of or arising directly or indirectly out of or in connection with Business Associate's or its subcontractors' or agents' negligent breach or this Agreement, violation of HIPAA,

HITECH or other applicable law, or otherwise related to the negligent acts or omissions of Business Associate or its subcontractors or agents. Notwithstanding anything contained herein to the contrary, Business Associate shall only be liable for failure to exercise reasonable care, and any such liability shall not, in any event exceed a total aggregate sum of TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00) Dollars.

3.5 Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. Subject to Business Associate's limitation of liability set forth in Section 3.4 hereof, Covered Entity is entitled to seek immediate injunctive relief, in addition to reimbursement and indemnification from Business Associate for Covered Entity's attorneys' fees and expenses and cost that were reasonably incurred as a proximate result of Business Associate's negligent breach. The remedies contained in this section shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

4. MISCELLANEOUS

- 4.1 A party may not subcontract any services or assign any rights, nor may it delegate its duties, under this agreement without the express written consent of the other party.
- 4.2 This Agreement may only be modified through a writing signed by the parties and, thus, no oral modification thereof shall be permitted. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, and 42 C.F.R. Part 2.
- 4.3 Should there be any conflict between the language of this Agreement and any other contract entered into between the parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the alter written agreement shall control over this Agreement.
- 4.4 Any ambiguity in this Agreement shall be resolved to pre Covered Entity to comply with HIPAA, and 42 C.F.R Part 2
- 4.5 Any provision related to the use, disclosure, access or protection of EPHI or PHI or that by its terms should survive termination of the Agreement shall survive termination.

- 4.6 If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.
- 4.7 A reference in the Agreement to section in HIPAA or 42 C.F.R Part2 means the section as in effect or as amended.
- 4.8 Any notice required under this Agreement to be given to Covered Entity shall be made in writing to: Amador County Behavioral Health Department, 10877 Conductor Blvd Su. 300, Sutter Creek, CA 95685, phone number (209) 223-6412.
- 4.9 This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein, and nothing herein shall be construed as conferring any rights upon third parties or any party other than the Business Associate and Covered Entity.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall notify Business Associate of any limitations in its Notices of Privacy practices of Covered entity in accordance with 45 C.F.R 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes shall effect Business Associate's use or disclosure of PHI.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 5.4 Covered Entity will only request, use and disclose the minimum amount of PHI necessary for Covered Entity to perform the review and preparation for contract with Business Associate. Covered Entity agrees to comply with the Secretary's guidance on what constitutes minimum necessary.
- 5.5 Covered Entity shall provide services to all eligible persons in accordance with state and federal statutes and regulations. Subcontractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed: Geographic isolation and transportation needs of persons seeking services or remoteness of services.

5.6 Covered Entity members who assist in the performance of functions or activities on behalf of the Coved Entity, or access or disclose Covered Entity PHI must complete information privacy and security training, at least annually, at Covered Entity's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

Amador County Behavioral Health
Department ("Covered Entity")

Contractor:
Nexus Youth & Family Services

By:

By:

Melissa Cranfill

Lori Halvorson

Director of Behavioral Health Department

Programs Director

Date: _____

Date: 9/6/24

Attachment D

Contractor Assurance of Compliance with Amador County Behavioral Health in State and Federal Assisted Programs.

1. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS.
Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

2. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

3. DEBARMENT AND SUSPENSION. Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If the Contractor subcontracts or employs an excluded party, the County has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

4. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the DHCS chooses to implement a demonstration syringe services program for injecting drug users.

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996. If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

5.1 Trading Partner Requirements.

5.1.1.1. No Changes. Contractor hereby agrees that for the personal health information

(Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915(a)).

5.1.1.2. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915(b)).

5.1.1.3. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

5.1.1.4. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

5.2 Concurrence for Test Modifications to HHS Transaction Standards. Contractor agrees and understands that there exists the possibility that the County or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

5.3 Adequate Testing. Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

5.4 Deficiencies. Contractor agrees to correct transactions, errors, or deficiencies identified by the Country, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When Contractor is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5.5 Code Set Retention. Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

5.6 Data Transmission Log. Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable

means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

6. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS. Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
7. COUNSELOR CERTIFICATION. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
8. CULTURAL AND LINGUISTIC PROFICIENCY. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards>
9. INTRAVENOUS DRUG USE (IVDU) TREATMENT. County and/or Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).
10. TUBERCULOSIS TREATMENT. County and/or Contractor shall ensure the following related to Tuberculosis (TB):
 - 10.1 Routinely make available TB services to individuals receiving treatment.
 - 10.2 Reduce barriers to patients' accepting TB treatment.
 - 10.3 Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
11. TRAFFICKING VICTIMS PROTECTION ACT OF 2000. Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
12. TRIBAL COMMUNITIES AND ORGANIZATIONS. Contractor shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for

the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

13. MARIJUANA RESTRICTION. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.
14. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR’S ASSOCIATION OF CALIFORNIA. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DCHS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administration shall attend any special meetings called by the Director of DCHS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

15. ADOLESCENT BEST PRACTICES GUIDELINES. Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf
16. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352). County and/or Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
17. PERINATAL PRACTICE GUIDELINES. The County and/or Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.
18. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES. By signing this Contract,

the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, the Contractor will not unlawfully discriminate against any person.

19. FEDERAL LAW REQUIREMENTS.

- 19.1 Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- 19.2 Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- 19.3 Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- 19.4 Age Discrimination in Employment Act (29 CFR Part 1625).
- 19.5 Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against disabled in employment
- 19.6 Title II of the Americans with Disabilities Act (28 CFT Part 35) prohibiting discrimination against the disabled public entities.
- 19.7 Title III of the American with Disabilities Act (28 CFR Part 36) regarding access.
- 19.8 Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- 19.9 Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- 19.10 Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- 19.11 The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- 19.12 Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

20. STATE LAW REQUIREMENTS

- 20.1 Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- 20.2 Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

20.3 Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

20.4 No state, federal, or County Realignment funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No state or federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

20.5 Substance abuse treatment providers participating in Drug Medi-Cal (DMC) program must follow the requirements contained in CCR, Title 22, Sections 51341.1, 51490.1 and 51516.1, including accepting client's proof of DMC eligibility as payment in full for drug treatment services.

21. ADDITIONAL CONTRACT RESTRICTIONS.

21.1 Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the County to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

21.2 This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

22. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY AND/OR DISABILITIES.

22.1 The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

22.2 The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services

22.3 The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

22.3.1 The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

22.3.2 The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no cost. Large print means printed in a font size no smaller than 18 point.

22.3.3 The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

22.3.4 The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

22.3.4.1. The DHCS shall use following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:

22.3.4.1.1. A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

22.3.4.1.2. A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

22.3.5 The Contractor shall notify its beneficiaries:

22.3.5.1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

22.3.5.1.1. Qualified interpreters

22.3.5.1.2. Information written in other languages

22.3.5.2. The auxiliary aids and services are available upon request at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

22.3.5.2.1. Qualified sign language interpreters

22.3.5.2.2. Written information in other formats (large print, audio, accessible electronic formats, other formats)

22.3.5.3. How to access services

23. SUBCONTRACT PROVISIONS. The Contractor shall include the forgoing Part II general provision in all of its subcontracts.

24. NONDISCRIMINATION NOTICE, NONDISCRIMINATION STATEMENT, AND TAGLINES. (45 C.F.R § 92.8)

24.1 The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services, including written translation and oral interpretation to understand the information provided, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

24.1.1 In all conspicuous physical locations where the Contractor interacts with the public.

24.1.2 In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page, and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

24.1.3 In all significant communications and significant publications targeted to beneficiaries, enrollees, applicants, and members of the public, except for significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

24.2 The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages in the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

24.2.1 In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures

24.3 The Contractor's nondiscrimination notice, nondiscrimination statement, and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size no smaller than 18 point, and must include information on how to request auxiliary aids and services, including the provision of the materials in alternative formats.

25. DISCRIMINATION GRIEVANCES. (45 CFR §§ 92.7 and 92.8; W&I Code §14029.91)

25.1 The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.

25.2 The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor

before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

25.3 The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

25.3.1 The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

25.3.2 The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

26. OUT OF COUNTY PROVIDER: The County/Contractor shall require all subcontractors to inform the County/Contractor when a beneficiary that resides in the County/Contractor's county is referred to, and served by, an out-of-county provider.

27. NONCOMPLIANCE WITH REPORTING REQUIREMENTS:

County/Contractor agrees that DHCS/County has the right to withhold payments until County/Contractor has submitted any required data and reports to DHCS as identified in the attached Exhibit A, Attachment 1, Part III or Reporting Requirement Matrix for Counties.

28. YOUTH TREATMENT GUIDELINES: The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines", in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.


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: August 19, 2024

RE: RFP 24-15 Contract Services for Substance Use Disorder Prevention Activities

On Thursday, August 1, 2024, at 1:30 PM Amador County Request for Proposals, RFP 24-15 were received, opened and read publicly for Contract Services for Substance Use Disorder Prevention Activities (see attached Bid Receipt Log).

In addition to our legal ads and posting on Public Purchase, three (3) local firms were provided an invitation, yet only one (1) firm responded to the solicitation. Of the one thousand, three hundred, seventy (1370) firms sent notifications via Public Purchase, twenty-four (24) firms accessed the information. The other local firms were contacted to determine why they did not respond and the primary reasons were that the work is not currently within their scope of services, staff was minimal and the vendor was too busy.

The Behavioral Health Care Program Manager evaluated the proposal submitted and determined the proposal from Nexus Youth & Family Services met the RFP requirements, and is acceptable for the Substance Use Disorder Prevention Activities. Attached is the RFP Receipt Log and memo from the Behavioral Health Care Program Manager.

This is a two (2) year contract not to exceed \$82,050.00 per fiscal year for a total of \$164,100.00. No interviews were conducted, as the information provided by Nexus Youth & Family Services was sufficient to determine recommending award of the contract in an amount not to exceed \$164,100.00 for two years.

Recommendation: **1)** Award RFP 24-15 to Nexus Youth & Family Services in an amount not to exceed \$164,100.00 for two years (2) and; **2)** Authorize Karen Vaughn, Behavioral Health Deputy Director and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Agreement, Nexus Youth & Family Services' proposal dated August 1, 2024, and RFP 24-15 and; **3)** Approve the Board Chairman to execute said agreement with Nexus Youth & Family Services for two (2) years contingent upon agreeable terms and conditions.

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Jon Hopkins, GSA Director
Karen Vaughn, Deputy Director
Amy Hixon, BH Program Manager
File

Attachments: Bid/RFP Receipt Log
Department Memo
Nexus' proposal
Sample Agreement

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Treasurer/Tax Collector: Resolution Authorizing Sale of Tax-Defaulted Property at Public Auction. To make any sale of tax-defaulted property, the Tax Collector must transmit a notice to the Board of Supervisors (Section 3698, R&T Code). On receipt of such notice, the Board of Supervisors must, by Resolution, either approve or disapprove the proposed sale (Section 3699, R&T Code).

Recommendation:

Approval of proposed sale and adoption of proposed Resolution.

4/5 vote required:

No

Distribution Instructions:

Tax Collector/Treasurer's Office, File

ATTACHMENTS

- [RESSALE.PA.doc](#)
- [AUTHSALES.2025.pdf](#)

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING SALE)
OF TAX-DEFAULTED PROPERTY) RESOLUTION NO. 24-
AT PUBLIC AUCTION)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the sale of tax-defaulted property at public auction, for the stated minimum price, as outlined in the Authorization And Report Of Sales attached hereto, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code. Said Board does further approve the re-offer of unsold parcels at a price which the Tax Collector deems appropriate, pursuant to Section 3698.5, Revenue and Taxation Code.

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 XX day of October 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

(RESOLUTION NO. 24-)

AUTHORIZATION AND REPORT OF SALES

Under direction of the Board of Supervisors of Amador County, California, by Resolution No. 24-XX, dated X/XX/XXXX, the property listed below was offered for sale at public auction on March XX, 2025, and was disposed of as follows:

ITEM	ASSESSMENT NO.		DEFAULT NO. YEAR DEF. REC. DATA	SALE PRICE	ADV. COST	PERSONAL SERVICE	REC. FEE	STATE SALES FEES	COUNTY SALES FEE	COST OF NOTICE	REDEMPTION AMOUNT	CURRENT TAXES	EXCESS PROCEEDS	DEED ISSUED TO: DATE OF DEED REASON IF NOT SOLD
	LAST ASSESSEE / SITUS ADDRESS MINIMUM BID													
1	008-412-019-000	052-086	DEF190000064 2019 2024-0003596											
	Sherman, Kathleen Rose Living Trust Lot 70 Willow Creek Ranch Estates 14887 Muller Rd. \$69,700.00													
2	010-131-007-000	003-000	DEF190000071 2019 2024-0003597											
	Garner, Gregory Allen & Adkins, Kristen N. Lot 2 Block 24 18264 Empire St. \$18,100.00													
3	010-131-010-000	003-000	DEF190000072 2019 2024-0003598											
	Garner, Gregory Allen & Adkins, Kristen N. Lot 3 & Portion Lot 4 Block 24 18242 Empire St. \$17,650.00													
4	014-086-011-000	052-003	DEF180000083 2018 2024-0003599											
	Turner, Catherine A. & Garner, Gregory A. Portion Section 14 14839 Oak Ave. \$13,100.00													
5	015-380-008-000	052-086	DEF170000118 2017 2023-0003770											
	Bohn, Timothy Parcel 24B Sutter Highlands #2 15400 Manzanita Rd. \$10,200.00													
6	023-190-010-000	052-084	DEF190000230 2019 2024-0003592											
	Bailey, Steven P. Lot 2 Buckhorn Ridge Subdivision No.1 25980 Buckhorn Ridge Rd. \$8,900.00													

AUTHORIZATION AND REPORT OF SALES

Under direction of the Board of Supervisors of Amador County, California, by Resolution No. 24-XX, dated X/XX/XXXX, the property listed below was offered for sale at public auction on March XX, 2025, and was disposed of as follows:

ITEM	ASSESSMENT NO.		DEFAULT NO. YEAR DEF. REC. DATA	SALE PRICE	ADV. COST	PERSONAL SERVICE	REC. FEE	STATE SALES FEES	COUNTY SALES FEE	COST OF NOTICE	REDEMPTION AMOUNT	CURRENT TAXES	EXCESS PROCEEDS	DEED ISSUED TO: DATE OF DEED REASON IF NOT SOLD
	LAST ASSESSEE / SITUS ADDRESS MINIMUM BID													
7	023-610-034-000	052-086	DEF180000167 2018 2024-0003600											
	Walsh, Christopher Parcel 12C-1 Sherwood Forest 25535 Little John Ln. \$8,600.00													
8	023-682-003-000	052-088	DEF190000249 2019 2024-0003601											
	Sanford, Elywanna Lot 90 Carson Pass Pines #2 25100 Shake Ridge Rd. \$6,550.00													
9	030-020-085-000	052-088	DEF190000259 2019 2024-0003595											
	Pham, Hong-Quy Do Portion Section 20 & 21 18875 Ponderosa Annex Rd. \$45,200.00													
10	031-090-003-000	052-086	DEF190000286 2019 2024-0003594											
	Edwards, David W & Dorothy M Trust et al. Parcel 1 14885 Williams Rd. \$8,200.00													
11	031-090-010-000	052-086	DEF190000287 2019 2024-0003593											
	Edwards, David Wilson & Dorothy Mae Tr. Portion of Parcel 1 Section 31 14900 Williams Rd. \$17,500.00													
12	031-260-002-000	052-084	DEF160000236 2016 2021-0007867											
	Hans, Richard S. Sr. & April T. Lot 14 Vanver Acres 23656 Lightning Ln. \$50,900.00													

AUTHORIZATION AND REPORT OF SALES

Under direction of the Board of Supervisors of Amador County, California, by Resolution No. 24-XX, dated X/XX/XXXX, the property listed below was offered for sale at public auction on March XX , 2025, and was disposed of as follows:

ITEM	ASSESSMENT NO.		DEFAULT NO. YEAR DEF. REC. DATA	SALE PRICE	ADV. COST	PERSONAL SERVICE	REC. FEE	STATE SALES FEES	COUNTY SALES FEE	COST OF NOTICE	REDEMPTION AMOUNT	CURRENT TAXES	EXCESS PROCEEDS	DEED ISSUED TO: DATE OF DEED REASON IF NOT SOLD
	LAST ASSESSEE / SITUS ADDRESS MINIMUM BID													
13	032-180-004-000	052-086	DEF190000302 2019 2024-0003602											
	Hedelius, Leslie R. Lot 277 Amador Pines Unit #4 27901 Salt Springs Rd. \$15,450.00													
14	038-180-044-000	052-086	DEF180000270 2018 2023-0003777											
	La Flamme Living Trust Portion Parcel 6 .377AC 13231 Tabeaud Rd. \$2,300.00													
TOTALS				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					101110	101654	101351	101654	101654	101654	101654	101654	101654	

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: October 8, 2024

SUBJECT

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

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor

ATTACHMENTS

- [044-170-024-000.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
044-170-024-000	2024	A0176	S	044-170-024-000	044-170-024-000	052-049	052-049
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	275,000	242,945		
Structure	620,000	316,734		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-335,321		

Owner MARSHALL PAUL ANTHONY & ANDERSON JEANIE
Mailing Address 16572 OLIVETO RD
JACKSON CA 95642-9743

Situs 16572 OLIVETO RD
JACKSON CA

Bill Comments Prop 19 Base Year Value Transfer

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

TaxBill Days	<input style="width:80px;" type="text"/>	Print R/C Wks	<input style="width:40px;" type="text" value="C"/>
R/C Date	Sep 20, 2024	Print R/C Letter	<input style="width:40px;" type="text" value="C"/>
Created By	TM	R/C Completed	<input style="width:40px;" type="text" value="C"/>

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

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

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: October 8, 2024

SUBJECT

Mineral Appraisal Agreement Amendment - Harold W Bertholf INC

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor County Counsel Board of Supervisors

ATTACHMENTS

- [Mineral Appraisal Agreement.pdf](#)

AMENDMENT TO MINERAL APPRAISAL AGREEMENT

THIS AMENDMENT TO MINERAL APPRAISAL AGREEMENT (this "Amendment") is made as of July 1, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and HAROLD W. BERTHOLF, INC., a California corporation ("Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of August 27, 2013, whereby Contractor agreed to provide mineral appraisal 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 Amendment. The Original Agreement, as amended by this Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. In accordance with Paragraph C. 2., the TERM of this Agreement shall be extended through December 31, 2024. Total Compensation paid to Contractor from July 1, 2024 through December 31, 2024 shall not exceed \$60,000.

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

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

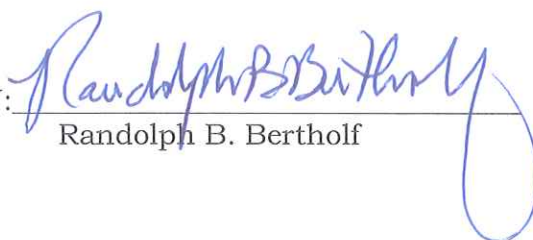
[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF AMADOR

CONTRACTOR
Harold W. Bertholf, Inc.

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY:  _____
Randolph B. Bertholf

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 A

HAROLD W. BERTHOLF, INC.
 Appraisers - Geologists - Petroleum Engineers
 (916) 485-9164
 1601 EXECUTIVE COURT - SUITE 1 - SACRAMENTO, CALIFORNIA 95864-2607

FEE SCHEDULE*

2024

<u>WORK PERFORMED</u>	<u>HOURLY RATES</u>
A. Secretarial (Office Support)	\$ 104.00
B. Engineering Technician	\$ 215.00
C. Appraisal, Audit, or Engineering	\$ 330.00
D. Expert Witness (Preparation and Testimony)	\$ 425.00

(Plus out-of-pocket costs, travel, materials, supplies, and other project related expenses)

LONG TERM RETAINER/CONTRACTS/BIDS

Services provided per retainer, long-term contract, or bid are billed at agreed to rates.

*California Locations

Effective January 1, 2024

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Peace Officer of the Year: Approval of a Resolution Honoring John FooSum as Peace Officer of the Year for 2024.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Brandon Cone, File

ATTACHMENTS

- [John FooSum Resolution.docx](#)

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

IN THE MATTER OF:

RESOLUTION HONORING JOHN FOOSUM)	RESOLUTION NO.
PEACE OFFICER OF THE YEAR)	
AMADOR COUNTY PEACE OFFICERS)	
ASSOCIATION, JACKSON CA 95642)	

WHEREAS, John FooSum was born on August 6, 1970, to Glenn and Billie FooSum in Klamath Falls, OR; and

WHEREAS, John lived in Chico, California until the age of 18. He graduated from Pleasant Valley High School and attended American River Junior College. Upon graduating, he then attended one year at Azusa Pacific University on a baseball scholarship, and

WHEREAS, John met his wife while attending Junior College and has been married to his best friend Lisa Canale-FooSum for 27 years; and

WHEREAS, John and Lisa are the proud parents, of their daughter Jasmine Alohilani FooSum, who was born in Sacramento, CA, raised in the City of Ione, and graduated from Amador High School in 2021. Jasmine earned an Associate’s degree from Santa Barbara Community College and is currently attending the University of Santa Barbara. She is on track to graduate in June of 2025 and has made it her goal after she graduates, to continue with her education by attending graduate school, and

WHEREAS, John enjoys spending time with his friends and family in Ione. John also enjoys, barbecuing, hunting and golfing; and

WHEREAS, John began his employment with the Amador County Sheriff’s Office as a Deputy in 2008 and was assigned to the Patrol Division. During his career with the Sheriff’s Office, John served as a SWAT Operator, Canine Handler, and Field Training Officer. John ended his employment with the Sheriff’s Office and was hired as an Amador County District Attorney Investigator in January of 2017. John’s first assignment was with the Amador County Combined Narcotics Enforcement Team. After a lengthy deployment with ACCNET, John was re-assigned in 2022 as a General Crimes Investigator; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby adopt this resolution commending John FooSum, who has been chosen as Amador County Peace Officer of the Year for 2024.

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

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Commission on Aging: Approval of the re-appointment of Chris Kalton, Member at Large for a four year term. (October 8, 2024-October 7, 2028).

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

A12AA, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: October 8, 2024

SUBJECT

District Attorney, request to transfer funds from DA CCP account to department 2120 revenue.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Original- Auditor-Controller, District Attorney's Office, File

ATTACHMENTS

- [CCP Funds Transfer 24000.00- transfer to budget line - Memo for Consent Agenda 9-24.pdf](#)

Memo

To: Board of Supervisors
From: Todd D. Riebe, District Attorney *TDR*
Date: September 27, 2024
Re: Request to Approve Budget Increase and Transfer

Please see the attached Memorandum, Budget Increase Request, and Journal Entry regarding the request to transfer \$24,000.00 in District Attorney CCP monies under 7700-101223-58223, to be transferred to the Amador County District Attorney's Office revenue line 2120-101110-47890.

We respectfully ask for approval of the requested budget increase and request that the Auditor-Controller post the journal entry.



Todd D. Riebe
District Attorney

Criminal Division	(209) 223-6444
	Fax: (209) 223-6304
Investigations	(209) 223-6444
Victim Witness	(209) 223-6474
	Fax: (209) 223-6480

MEMORANDUM

To: Tacy Oneto Rouen, Auditor-Controller
From: Todd D. Riebe, District Attorney *TDR*
Date: September 27, 2024
Re: Request to transfer funds from DA CCP Account to Department
2120 Revenue

This memorandum serves as a request that \$24,000.00 be expensed to DA CCP monies under 7700-101223-58223, and transferred to the Amador County District Attorney's Office revenue line 2120-101110-47890.

These funds will be used to purchase additional software modules from Karpel Solutions, who provide our Case Management Information System. The new software is designed to manage electronic subpoenas and digital discovery collection from our law enforcement community partners.

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

DATE: 09/24/2024

REQUESTED BY: Sherri Adams 

DEPARTMENT: District Attorney

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
				2120	47890	24,000.00	
2120	52300	24,000.00					

REASON FOR THE REQUEST:

Increase Revenue Line 2120-47890 by \$24,000.00. Increase Professional Services line 2120-52300 by \$24,000.00.

CCP Trust Funds to be transferred and used.

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

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

COUNTY OF AMADOR
JACKSON, CALIFORNIA

STANDARD JOURNAL ENTRY
AUDITOR-CONTROLLER'S OFFICE

DATE: 9/24/2024

JE NO:

BY:

BATCH

DESCRIPTION	APPROPRIATION LEDGER				GENERAL LEDGER			
	DEPT/FUND	ACCOUNT	DEBIT	CREDIT	FUND	CASH ACCOUNT	DEBIT	CREDIT
CCP Trust Transfer to Reimburse DA's Office								
Consol. Outside Trust - AC DA Trust	7700	58223	24,000.00		31100	101223		24,000.00
General Fund - DA - Misc. Revenue	2120	47890		24,000.00	11000	101110	24,000.00	

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: October 8, 2024

SUBJECT

Building Department-Limited Density Owner-Built Rural Dwelling / LD245610 - Donahue

Recommendation:

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

4/5 vote required:

No

Distribution Instructions:

Once Agreement is signed, return to Building Dept w/certified Resolution & Acknowledgment of the Chairperson's signature.

ATTACHMENTS

- [ATF.pdf](#)
- [Resolution - Donahue.docx](#)
- [Signed Agreement.pdf](#)

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: _____

From: Samantha Barton
(Department Head - please type)

Phone Ext. 643

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:

10/08/2024

Department Head Signature _____

Agenda Title: Building Department-Limited Density Owner-Built Rural Dwelling / LD245610 - Donahue

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Ms. Donahue has submitted an application for Limited Density Owner-Built Rural Dwelling. They have provided all of the necessary documents including a signed and notarized "AGREEMENT" for the structure (attached) for recording as required by Amador County Code Section 15.10.160. Subject property is located at 16601 Tyler Road, Fiddletown being APN: 014-150-022-000.

Recommendation/Requested Action:

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

Fiscal impacts (attach budget transfer form if appropriate)

Staffing impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Once Agreement is signed, return to Building Dept w/certified Resolution & Acknowledgment of the Chairperson's signature.

FOR CLERK USE ONLY

Meeting Date _____

Time _____

Item # _____

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk

Save

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER-) RESOLUTION NO. 24-xxx
BUILT RURAL DWELLING – RIKA P. FIELDS)

WHEREAS, Dense M. Donahue, (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property at 16601 Tyler Road, Fiddletown; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their October 8th, 2024 meeting for Building Permit # 245610; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 Uniform Building Code Cycle.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Build Rural Dwelling Agreement by and between the County of Amador and Denise M. Donahue on the terms and conditions contained therein as it relates to Building Permit #LD245610

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 8th Day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chair, Board of Supervisors

ATTEST:

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

By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642
Address: 16601 Tyler Road, Fiddletown CA 95629
APN: 014-150-022-000
Limited Density Rural Dwelling: LD245610

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is effective as of October 8th, 2024 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Denise M. Donahue, ("Owner").

RECITALS

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

Adjusted Lot 5 as shown and delineated on "Record of Survey-Boundary Line Adjustment for Russell E. & Helen R. Kerns", filed for record September 6, 1989 in book 43 of Maps and Plats, Page 96, Amador County Records.

APN: 014-150-022-000

Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 California Building Code Cycle.

B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.

C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

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

NOW, THEREFORE, the parties agree as follows:

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

2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.

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

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

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.

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

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

COUNTY: _____

OWNER: Denise M. Donahue

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY:  _____
Denise M. Donahue

Date of Signature: _____

Date of Signature: 9/10/24

APPROVED AS TO FORM:
GREG GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of AMADOR)

On SEPTEMBER 10TH, 2024 before me, JONATHAN GOUNDAR, NOTARY PUBLIC
(insert name and title of the officer)

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

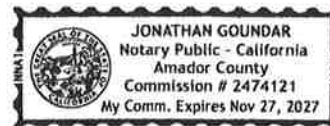
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



Board of Supervisors Agenda Item Report

Submitting Department: Auditor-Controller

Meeting Date: October 8, 2024

SUBJECT

Auditor: Resolution Establishing the 2024-25 Fiscal Year Appropriations Limit

Recommendation:

Approval of the Resolution for the Appropriations Limit.

4/5 vote required:

No

Distribution Instructions:

Auditor-Controller

ATTACHMENTS

- [Agenda Packet for FY 2024-25 Appropriation Limit - Resolution.pdf](#)

AUDITOR-CONTROLLER

810 COURT ST JACKSON, CA 95642-9534 TELEPHONE (209) 223-6363 FAX (209) 223-6721

TACY ONETO ROUEN, AUDITOR-CONTROLLER



MEMO

To: Amador County Board of Supervisors *yja*
From: Tacy Oneto Rouen, Auditor-Controller
Date: September 30, 2024
Subject: **Establishing the 2024-25 Fiscal Year Appropriations Limit - Resolution**

RECOMMENDATION:

Adopt a Resolution providing notice that: 1) the Board of Supervisors will adopt an appropriations limit for Fiscal Year 2024-2025 at its meeting on October 8, 2024; and 2) the amount of the limit and the background material used in its calculation will be available for public review by October 3, 2024.

FISCAL IMPACTS OF RECOMMENDATION:

On October 8, 2024, the Board will set the Fiscal Year 2024-2025 appropriations limit. The amount of appropriations subject to the limit is the budgeted proceeds of taxes (e.g., all taxes levied; transfers from an enterprise fund to the extent those transfers exceed the cost of providing the services; discretionary state subventions; interest earned from the investment of proceeds of taxes, etc.), and the total of these budgeted revenues cannot exceed the total appropriations limit.

Further, during fiscal year 2022-23, the State Department of Finance reached an agreement with the California State Association of Counties and the League of California Cities to include specified State Subventions within the local agency's appropriation limit. This agreement was memorialized in the fiscal year 2023-24 budget trailer bill that directs the State Department of Finance to provide local agencies with the State Subvention amounts by February 1st of each year. Accordingly, we have included

\$11,700,000 in State Subventions for fiscal year 2024-25 within the County's appropriations subject to the limit.

Even with the change discussed in the previous paragraph, Amador County's appropriations subject to the limit for operating funds is *still under* the appropriation limit. This year's appropriation limit is \$52,680,954. Our County's appropriations subject to the limit are \$48,822,518. Therefore, the County is \$3,858,436 *under* the FY 2024-25 limit. Approval of this resolution will have no fiscal impact on County operations.

In the past, the County's actual appropriations each fiscal year were significantly below the limit; however, with the new requirement to include the specified State Subventions, we are much closer to approaching the limit. As such, the Auditor's Office will continue to monitor the County's appropriations limit going forward each year and will keep the Board of Supervisors apprised of any required actions if the State Subvention amounts should cause the County to exceed its limit in the future.

CURRENT SITUATION AND ITS EFFECTS:

Senate Bill 1352 requires that 1) the governing body of each local jurisdiction shall, by a legislative action, establish its appropriations limit at a regularly scheduled or special meeting and that documentation used in the determination of the appropriations limit shall be made available to the public before that meeting. This Resolution gives public notice of the Board's intent to adopt an appropriations limit for Fiscal Year 2024-2025 at its meeting on October 8, 2024, and that the documents used in calculating the limit will be available for public review on or before October 3, 2024.

RATIONALE FOR RECOMMENDATION:

This is a state law.

ALTERNATIVE ACTIONS CONSIDERED:

None.

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

IN THE MATTER OF :

RESOLUTION ESTABLISHING THE 2024-2025)
FISCAL YEAR APPROPRIATIONS LIMIT) RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby establish the 2024-2025 Fiscal Year Appropriations Limit, pursuant to Section 7910 of the Government Code, as amended by Senate Bill 1352, as outlined in the attached memorandum from Mrs. Tacy Oneto Rouen, Auditor-Controller.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting hereof, held on the 8th day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto, Chairperson, Board of Supervisors

ATTEST:

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

Deputy

**AMADOR COUNTY
SPENDING LIMIT CALCULATION
FISCAL YEAR 2024-25**

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal year 2024-25	
General and Related Fund Revenues	\$ 130,115,539
Less	
Non-proceeds of taxes	\$ (92,993,021)
Plus:	
User fees in excess of costs	\$ -
California State Subventions	\$ 11,700,000
Total appropriations subject to limit	<u>\$ 48,822,518</u>

APPROPRIATIONS LIMIT

Fiscal year 2023-24	
Appropriation limit	\$ 51,297,071
A. Cost of living adjustment-CPI*	1.0362
B. Population adjustment**	0.9911
Change factor (A*B)	1.0270
Trial court funding adjustment	
Less current year	\$ -
Plus prior year	\$ -
Increase in appropriation limit	\$ 1,383,883
Fiscal year 2024-25	
Appropriation limit	<u><u>\$ 52,680,954</u></u>
Remaining appropriation capacity (deficit)	\$ 3,858,436
Available capacity as a percent of appropriation limit	7.3242%

**AMADOR COUNTY
SPENDING LIMITS CALCULATION
FISCAL YEAR 2024-2025**

REVENUE SOURCE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL	
PROPERTY TAXES:				
CURRENT SECURED	\$ 22,444,566		\$ 22,444,566	A
CURRENT UNSECURED	200,000		200,000	B
PRIOR SECURED	-		-	
PRIOR UNSECURED	3,500		3,500	C
SUPPLEMENTAL CURRENT	250,000		250,000	D
DELINQUENT SUPPLEMENTAL	10,000		10,000	D1
PROP TAX IN LIEU VLF	6,060,033		6,060,033	A1
TAX NEUTRALITY	-		-	A2
PENALTIES & COSTS	-		-	
OTHER TAXES:				
SALES & USE	4,165,578		4,165,578	E
IN-LIEU SALES TAX	-		-	E1
ROOM OCCUPANCY TAX	390,000		390,000	F
REAL PROPERTY TRANSFER	450,000		450,000	G
FRANCHISE TAXES/FEEES		590,115	590,115	H
			\$ 34,563,792	
LICENSES & PERMITS:				
ANIMAL LICENSES		30,000	30,000	I
CONSTRUCTION PERMITS		575,000	575,000	J
FACILITIES FEES		200,000	200,000	J1
ZONING PERMITS		70,000	70,000	K
OTHER LICENSES & PERMITS		36,530	36,530	L
			\$ 911,530	
FINES, FORFEITS, & PENALTIES:				
VEHICLE CODE FINES		390,000	390,000	M
OTHER COURT FINES		86,792	86,792	N
TOBACCO SETTLEMENT		322,990	322,990	O
OPIOID SETTLEMENT		-	-	O1
EXCESS TAX LOSS RESERVE		-	-	OO
			\$ 799,782	
INTERGOVERNMENTAL REVENUES STATE:				
TIMBER TAX LOSS		22,000	22,000	P
MOTOR VEHICLE IN-LIEU	14,500		14,500	Q
OTHER STATE IN-LIEU	-		-	QQ
PUBLIC SAFETY	2,836,110		2,836,110	R
PUBLIC ASSISTANCE/AID		11,777,275	11,777,275	T
CIGARETTE TAX			-	
OPEN SPACE SUBVENTION			-	S
HOMEOWNERS EXEMPTION	190,000		190,000	SS
OTHER STATE REVENUE		35,685,656	35,685,656	V
LOCAL REVENUE		8,248,657	8,248,657	VV
INTERGOVERNMENTAL REVENUES FEDERAL				
PILT		40,000	40,000	U
			\$ 76,279,427	UU
CHARGES FOR CURRENT SERVICES		5,424,680	5,424,680	X
CHARGES COUNTY LOCAL REVENUE		5,481,310	5,481,310	XX
OTHER REVENUES		5,900,172	5,900,172	Y
INTERFUND TRANSFERS		375,492	375,492	Z
SUBTOTAL	\$ 37,014,287	\$ 92,721,898	\$ 129,736,185	\$ 129,736,185
PERCENT OF TOTAL	28.5304%	71.4696%	100.0000%	
INTEREST	\$ 108,231	\$ 271,123	\$ 379,354	BB
TOTAL - GENERAL & RELATED FUNDS:	\$ 37,122,518	\$ 92,993,021	\$ 130,115,539	AA

COUNTY OF AMADOR
State of California
Additional Financing Sources by Fund Account
Fiscal Year 2024-25

	FUND	FINANCING SOURCE ACCOUNT	2024-2025	
			ADOPTED	
A	11000	41010 CURRENT SECURED	22,444,566.00	
AI	11000	41130 PROP TAX IN LHEU VLF	6,060,033.00	
A2	11000	41125 TAX NEUTRALITY	0.00	
B	11000	41020 CURRENT UNSECURED	200,000.00	
BB	10500	44100 INTEREST 101150	0.00	
BB	11000	44100 INTEREST 101110	283,000.00	
BB	11000	44200 RENTALS	52,560.00	
BB	11600	44100 INTEREST 101160	0.00	
BB	11700	44100 INTEREST 101170	6,000.00	
BB	11800	44100 INTEREST 101180	0.00	
BB	12000	44100 INTEREST 101120	7,500.00	
BB	15000	44100 INTEREST 101150	0.00	
BB	18100	44100 INTEREST	5,000.00	
BB	18100	44200 RENTALS	20,000.00	
BB	20000	44100 INTEREST	200.00	
BB	20500	44100 INTEREST 101205	5,094.00	
BB	30800	44100 INTEREST	0.00	
BB	30900	44100 INTEREST	0.00	\$379,354.00 BB
C	11000	41100 PRIOR UNSECURED	3,500.00	
D	11000	41120 SUPPLEMENTAL ROLL	250,000.00	
D1	11000	41121 PRIOR SUPPLEMENTAL	10,000.00	
E	11000	41160 SALES AND USE TAXES	4,165,578.00	
E	12000	41190 SALES TAX LTC	0.00	\$4,165,578.00 E
F	11000	41200 ROOM OCCUPANCY TAXES	390,000.00	
G	11000	41210 TRANSFER TAXES	450,000.00	
H	11000	41180 FRANCHISE TAXES	590,115.00	
I	11000	42100 ANIMAL LICENSES	30,000.00	
J	11000	42120 CONSTRUCTION PERMITS	575,000.00	
J1	18100	42125 FACILITIES FEE	200,000.00	
K	11000	42140 ZONING PERMITS	70,000.00	
L	11000	42130 GRADING PERMITS	0.00	

COUNTY OF AMADOR
State of California
Additional Financing Sources by Fund Account
Fiscal Year 2024-25

FUND	FINANCING SOURCE ACCOUNT	2024-2025	
		ADOPTED	
L	11000 42160 OTHER LICENSES AND PERMITS	11,530.00	
L	12000 42135 ROAD PERMITS	25,000.00	\$36,530.00 L
M	11000 43190 JUSTICE COURT-GENERAL FINES	10,000.00	
M	11000 43195 FINES AND FEES AB233	360,000.00	
M	11000 43221 PROBATION FEES	0.00	
M	12000 43170 VEHICLE CODE FINES	20,000.00	\$390,000.00 M
N	11000 43192 ADMINISTRATIVE FINES	0.00	
N	11000 43193 EXPUNGEMENT	0.00	
N	11000 43210 OTHER COURT FINES (GENERAL)	3,000.00	
N	11000 43225 GENERAL FUND RESTITUTION	0.00	
N	11700 43210 GENERAL COURT FINES	83,392.00	
N	20000 43200 OTHER COURT FINES (FISH & GAME)	400.00	\$86,792.00 N
OO	11000 43233 EXCESS TAX LOSS RESERVE	0.00	
"O"	11000 43300 TOBACCO SETTLEMENT	322,990.00	
"O1"	11700 47896 OPIOID SETTLEMENT	0.00	
P	11000 45330 STATE TIMBER TAX LOSS	22,000.00	
Q	11000 45070 STATE MOTOR VEHICLE IN-LIEU TAX	14,500.00	
R	11000 45242 STATE AID - PUBLIC SAFETY	2,836,110.00	
SS	11000 45260 STATE HOMEOWNERS PROPERTY TAX RELIEF	190,000.00	
T	11000 45520 FEDERAL PUBLIC ASSISTANCE ADMINISTRATION	0.00	
T	11000 45540 FEDERAL PUBLIC ASSISTANCE	7,000.00	
T	11600 45130 STATE WELFARE ADMINISTRATION	4,651,025.00	
T	11600 45160 STATE PUBLIC ASSISTANCE	500,000.00	
T	11600 45520 FEDERAL PUBLIC ASSISTANCE ADMINISTRATION	3,719,250.00	
T	11600 45540 FEDERAL PUBLIC ASSISTANCE	2,900,000.00	\$11,777,275.00 T
U	11000 45525 FEDERAL CORONAVIRUS RELIEF	0.00	
U	11000 45565 ARPA	103,600.00	
U	11000 45580 FEDERAL FOREST RESERVE	0.00	
U	11000 45595 FED FMAG REIMBURSE	0.00	
U	11000 45630 FEDERAL OTHER	277,900.00	

COUNTY OF AMADOR
State of California
Additional Financing Sources by Fund Account
Fiscal Year 2024-25

	FUND	FINANCING SOURCE ACCOUNT	2024-2025	
			ADOPTED	
U	11000	45636 FEDERAL - COSSUP	200,000.00	
U	11600	45525 FED CORONAVIRUS RELIEF	0.00	
U	11600	45630 FEDERAL OTHER	63,000.00	
U	11700	45180 FEDERAL AID FOR DRUG PREVENTION	594,802.00	
U	11700	45525 FEDERAL CORONAVIRUS RELIEF	0.00	
U	11700	45630 FEDERAL OTHER	47,500.00	
U	11700	45640 AID FROM OTHER AGENCIES	79,301.00	
U	11800	45525 FED CORONAVIRUS RELIEF	0.00	
U	11800	45535 FED AMERICAN RESCUE PLAN	331,928.00	
U	11800	45630 FEDERAL OTHER	964,449.00	
U	12000	45525 FED CORONAVIRUS RELIEF	0.00	
U	12000	45570 FEDERAL ROAD CONSTRUCTION FAS	2,725,000.00	
U	12000	45575 STATE MATCH EXCHANGE PROGRAM	546,812.00	
U	12000	45580 FEDERAL FOREST RESERVE REVENUE	125,000.00	
U	12000	45630 FEMA STORM DAMAGE	620,400.00	
U	12000	45642 RIP FUNDING	6,800,000.00	
U	18100	45630 FEDERAL OTHER	0.00	
U	20500	45525 FED CORONAVIRUS RELIEF	0.00	
U	30800	45525 FED CORONAVIRUS RELIEF	0.00	
U	30800	45630 FEDERAL OTHER	654,654.00	
U	30900	45565 FEDERAL-CORONAVIRUS RELIEF	3,330,883.00	
UU	11000	45590 FEDERAL P.I.L.T.	40,000.00	\$17,465,229.00 U
V	11000	45220 STATE AID FOR AGRICULTURE	335,509.00	
V	11000	45230 STATE AID FOR CIVIL DEFENSE	0.00	
V	11000	45240 STATE AID - OTHER	2,195,097.00	
V	11000	45243 REALIGNMENT BACKFILL COVID	0.00	
V	11000	45245 STATE HOSPITAL GRANT	100,000.00	
V	11000	45246 DRDP GRANT	60,000.00	
V	11000	45247 CHP CANNABIS GRANT	50,000.00	
V	11000	45250 STATE AID FOR VETERANS AFFAIRS	38,000.00	
V	11000	45440 STATE AID FOR PATROL BOAT	210,574.00	

COUNTY OF AMADOR
State of California
Additional Financing Sources by Fund Account
Fiscal Year 2024-25

V	FUND	FINANCING SOURCE ACCOUNT	2024-2025
			ADOPTED
V	11000	45465 STATE ENERGY COMMISSION	0.00
V	11000	45470 STATE VICTIM WITNESS PROGRAM	268,896.00
V	11000	45479 AB 1869 CRIMINAL FEES	64,600.00
V	11000	45481 STC TRAINING REIMBURSEMENT	9,480.00
V	11000	45485 STATE-RURAL CRIME AB443	2,140,000.00
V	11000	45490 STATE MANDATE COST	10,515.00
V	11000	45491 STATE COURT COST 4750 PC	1,223,835.00
V	11000	45502 P.O.S.T.	24,000.00
V	11600	45165 STATE REALIGNMENT SS	5,022,303.00
V	11600	45240 STATE AID OTHER	0.00
V	11600	45243 REALIGNMENT BACKFILL COVID	0.00
V	11600	45300 STATE MEDICALLY INDIGENT ADULT	1,000.00
V	11700	45164 STATE REALIGNMENT MENTAL HEALTH	215,205.00
V	11700	45200 STATE AID FOR MENTAL HEALTH	2,294,000.00
V	11700	45201 MHSA PROP 63	4,000,000.00
V	11700	45240 STATE AID OTHER	2,621,035.00
V	11700	45243 REALIGNMENT BACKFILL COVID	0.00
V	11800	45163 STATE REALIGNMENT HEALTH	2,867,777.00
V	11800	45240 STATE AID - OTHER	1,443,739.00
V	11800	45243 REALIGNMENT BACKFILL COVID	0.00
V	11800	45435 STATE TOBACCO REDUCTION PROGRAM	338,680.00
V	12000	45050 STATE GAS TAX-SECTION 2104	675,233.00
V	12000	45060 STATE GAS TAX-SECTION 2106	182,505.00
V	12000	45061 STATE GAS TAX-SECTION 2105	495,042.00
V	12000	45062 STATE GAS TAX-SECTION 2103	768,045.00
V	12000	45063 STATE GAS TAX-SBI RMRA	2,459,473.00
V	12000	45100 STATE PROPOSITION 42	0.00
V	12000	45240 STATE AID OTHER	0.00
V	12000	45340 STATE OTHER ROAD	2,500.00
V	15000	453937 03JD LABOR STANDARDS CDBG	0.00
V	15000	453938 21A GEN PROGRAM ADMIN CDBG	0.00

COUNTY OF AMADOR
State of California
Additional Financing Sources by Fund Account
Fiscal Year 2024-25

FUND	FINANCING SOURCE ACCOUNT		2024-2025	
			ADOPTED	
V	15000	453939 03J PIONEER WATER - CDBG	0.00	
V	18100	45240 STATE AID OTHER	5,568,613.00	
V	30800	45240 STATE AID - OTHER	0.00	
VV	20500	4516710 TRIAL COURT SECURITY	700,000.00	
VV	20500	4516720 LOCAL COMMUNITY CORRECTION	2,327,212.00	
VV	20500	4516730 LOCAL LAW ENFORCEMENT	685,449.00	
VV	20500	4516735 LOCAL INNOVATION SUBACCOUNT	10,000.00	
VV	20500	4516751 DA	21,000.00	
VV	20500	4516752 PD	196,582.00	
VV	20500	4516761 JUVENILE JUSTICE YOBG	618,414.00	
VV	20500	4516762 JUVENILE JUSTICE BLOCK G	25,000.00	
VV	20500	4516763 JUVENILE PROBATION	0.00	
VV	20500	4516781 BEHAVIORAL HEALTH	0.00	
VV	20500	4516782 PROTECTIVE SERVICES	1,400,000.00	
VV	20500	4516784 PROTECTIVE SERVICES REMAIN 90%	2,265,000.00	
VV	20500	4516785 PROTECTIVE SERVICES REMAIN 10%	0.00	
X	11000	46009 CHARGES FOR SERVICES	487,168.00	
X	11000	46015 ARPA SERVICES	0.00	
X	11000	46106 APPEAL FEES	600.00	
X	11000	46170 SURVEY MONUMENT FUND	2,500.00	
X	11000	46640 ASSESSMENT AND TAX COLLECTION FEES	162,150.00	
X	11000	46641 TAX COLLECTOR'S FEES	25,000.00	
X	11000	46650 TAX COLLECTOR PUBLICATIONS	150.00	
X	11000	46671 RECORDER MODERNIZATION	5,744.00	
X	11000	46672 SOCIAL SECURITY TRUNCATION TRUST FUND	3,900.00	
X	11000	46675 VITAL RECORDS	7,500.00	
X	11000	46691 PUBLIC CONSERVATORS FEES	13,130.00	
X	11000	46693 COUNTY COUNSEL FEES	5,000.00	
X	11000	46694 SUPERIOR CT ATTY FEES REIMB.	1,000.00	
X	11000	46710 PLANNING AND SURVEYING SERVICES	25,000.00	
X	11000	46711 PLAN/ENGINEER BLDG. DEPT.	160,000.00	
				\$8,248,657.00 VV

COUNTY OF AMADOR

State of California

Additional Financing Sources by Fund Account

Fiscal Year 2024-25

FUND	FINANCING SOURCE ACCOUNT	2024-2025	
		ADOPTED	
X	11000 46712 PLANNING INSPECTION MINING	7,866.00	
X	11000 46713 TECH FEES FOR SOFTWARE	42,720.00	
X	11000 46750 CLERK FEES AND COSTS	3,600.00	
X	11000 46770 HUMANE SERVICES	21,000.00	
X	11000 46780 LAW ENFORCEMENT SERVICES	1,158,445.00	
X	11000 46781 LAW ENFORCEMENT SERVICES - INDIAN GAMING	1,239,040.00	
X	11000 46782 INDIAN GAMING - PUBLIC SAFETY	370,000.00	
X	11000 46788 LOCAL DETENTION FACILITY	21,657.00	
X	11000 46790 RECORDING FEES	180,000.00	
X	11000 46791 BURIAL PERMIT FEES	1,000.00	
X	11000 46792 CLERK FEES - FBN	15,000.00	
X	11000 46795 SB2 ADMIN FEES	40,000.00	
X	11000 46796 BV CASINO CHARGES	0.00	
X	11000 46800 SHERIFF CIVIL FEES	18,000.00	
X	11000 46850 ELECTION SERVICES	12,000.00	
X	11000 46870 LIBRARY SERVICES	10,000.00	
X	11000 46890 AG SALES	49,000.00	
X	11000 46940 ARB - GRANT REVENUE	0.00	
X	11000 46960 LANDFILL FEES	315,000.00	
X	11000 46962 ACES SURCHARGE FEES	130,000.00	
X	11700 46015 ARPA SERVICES	0.00	
X	11700 46820 MENTAL HEALTH SERVICES	95,000.00	
X	11700 46900 DRUG ALCOHOL FEES	2,900.00	
X	11800 46009 CHARGES FOR SERVICES	485,293.00	
X	11800 46015 ARPA SERVICES	0.00	
X	11800 46392 MADDY REVENUE	7,000.00	
X	11800 46830 HEALTH SERVICES	6,000.00	
X	11800 46840 SANITATION SERVICES	295,317.00	
X	12000 46025 IMPACT FEES	0.00	
X	18100 46963 SELF HAUL FEE	0.00	
X	30800 46009 CHARGES FOR SERVICES	0.00	
			\$5,424,680.00 X

COUNTY OF AMADOR
State of California
Additional Financing Sources by Fund Account
Fiscal Year 2024-25

FUND	FINANCING SOURCE ACCOUNT	2024-2025	
		ADOPTED	
XX	11000 CHARGES CO LOCAL REVENUE	1,816,310.00	
XX	11600 LOCAL REVENUE	2,265,000.00	
XX	11700 CHARGES COUNTY LOCAL REVENUE	1,400,000.00	
XX	11800 CHARGES CO LOCAL R	0.00	\$5,481,310.00 XX
Y	11000 ASSESSMENTS	0.00	
Y	11000 WELFARE REPAYMENT	5,000.00	
Y	11000 OTHER SALES	0.00	
Y	11000 CCP DISTRIBUTION	0.00	
Y	11000 MISCELLANEOUS REVENUES	296,120.00	
Y	11000 SPECIAL DONATIONS	0.00	
Y	11600 WELFARE REPAYMENT	120,000.00	
Y	11600 MISCELLANEOUS REVENUES	1,000.00	
Y	11700 MISCELLANEOUS REVENUES	739,192.00	
Y	11800 MISCELLANEOUS REVENUES	9,600.00	
Y	11800 OPERATING TRANSFERS	0.00	
Y	12000 MISCELLANEOUS ROAD REVENUES	4,000.00	
Y	12000 OPERATING TRANSFERS	2,970,260.00	
Y	12000 BUENA VIST CAS MIT CHARGES	255,000.00	
Y	18100 MISCELLANEOUS REVENUES	0.00	
Y	18100 OPERATING TRANSFERS	1,500,000.00	
Y	30900 MISCELLANEOUS REVENUES	0.00	\$5,900,172.00 Y
Z	11000 COUNTY BUILDING MAINTENANCE	0.00	
Z	11000 PG&E RULE 20A CREDITS	0.00	
Z	11800 CERG COVID EMERGENCY RESPONSE	0.00	
Z	12000 ROAD-OTHER COUNTY OFFICES	5,900.00	
Z	12000 ROAD-P.M./SUBDIVISION	5,000.00	
Z	18100 CFF CONTRIB - JAIL EXPAN	364,592.00	
Z	18100 BV REIMBURSE ARREARS	0.00	
Z	18100 CCP CONTRIBUTION-JAIL EXPANSION	0.00	\$375,492.00 Z

GRAND TOTAL ALL FUNDS: \$130,115,539.00

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 8, 2024

SUBJECT

Environmental Health: Request to transfer funds from CUPA Trust fund to minor equipment for purchase of new laptop to be used by the CUPA Program.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Original to Auditor-Controller, Environmental Health, File

ATTACHMENTS

- [3639_001.pdf](#)

MEMORANDUM

TO: AUDITOR'S OFFICE

FROM: ENVIRONMENTAL HEALTH

DATE: 10/1/24

RE: BUDGET INCREASE REQUEST

Upon approval by the Board of Supervisors, please journal the funds from the trust 101236 4030 /47890 to the Department.

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

DATE: 10/01/2024

REQUESTED BY: Joselyn Dunklee

DEPARTMENT: Environmental Health

APPROVED BY:

ADMINISTRATIVE OFFICER: _____ Date: _____

ADMINISTRATIVE COMMITTEE: _____ Date: _____

BOARD OF SUPERVISORS: _____ Date: _____

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

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
				4030	47890	2,941.00	
4030	52700	2,941.00					

REASON FOR THE REQUEST:

Transfer money from CUPA Trust fund to minor Equipment for purchase of new laptop to be used by the CUPA Program

BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

REVENUE APPROPRIATIONS:

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

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: October 8, 2024

SUBJECT

Request to convert a vacant Legal Assistant position to an Investigative Assistant position and create a Senior District Attorney Investigator classification in the District Attorney's Office Investigations Bureau.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and District Attorney

ATTACHMENTS

- [Memo - DA Bureau of Investigations Restructuring.doc](#)
- [Reclassification - Investigative Assistant.pdf](#)
- [Reclassification - Senior District Attorney Investigator.pdf](#)
- [Job Description - Investigative Assistant 2024.docx](#)
- [Job Description - Senior DAI.docx](#)
- [SOMMA 10.01.2024 Amended 10.08.2024.pdf](#)
- [SOMMA 10.01.2025 3% Amended 10.08.2024.pdf](#)
- [SEIU GENERAL UNIT 10.01.2023 Amended 10.8.2024.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: October 1, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Agenda
District Attorney's Restructure Proposal – Investigations Bureau

Brandon Cone, Chief District Attorney Investigator, with the support of the District Attorney and Chief Assistant District Attorney, has submitted a request to convert a vacant Legal Assistant position (Range 2677, Step A \$31.35 – Step E \$38.11) to an Investigative Assistant position (Range 2342, Step A \$28.00 – Step E \$34.03). Additionally, he proposes the creation of a Senior District Attorney Investigator classification (Range 4880, Step A \$53.38 – Step E \$64.88). This Senior District Attorney Investigator position will serve as an internal promotional opportunity, with no new positions created or backfilled.

The Service Employees International Union (SEIU) Local 1021 and the Sheriff's Office Mid-Management Unit were informed of the requested changes by Brandon Cone in August. Additionally, I sent an email outlining the proposed changes to SEIU on September 19, 2024.

If the Board decides not to approve the proposed changes, including the new job descriptions for the Investigative Assistant and the Senior District Attorney Investigator, the new classifications will not be established, and the existing positions will remain unchanged. This effect the department's overall efficiency.

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

****MUST COMPLETE ALL THREE (3) PAGES****

DATE:

DEPARTMENT:

BUDGET NUMBER:

DEPARTMENT HEAD NAME:

DEPARTMENT HEAD TITLE:

RECLASSIFICATION ADD NEW POSITION EFFECTIVE DATE:

CURRENT CLASSIFICATION:

N/A

TITLE OF PROPOSED CLASSIFICATION:

NAME OF EMPLOYEE:

PROPOSED SALARY:

(in some cases a salary survey may be required)

PROPOSED RANGE:

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase _____
- Change in level of supervision received and/or exercised
- Department reorganization
- Other _____

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

Please explain what evaluations have been performed to justify this request?

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature:

Director of Human Resources Signature:

HUMAN RESOURCES USE ONLY

Date Received: _____

- Accepted Rejected

Recommendation:

- Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

****MUST COMPLETE ALL THREE (3) PAGES****

DATE:

DEPARTMENT:

BUDGET NUMBER:

DEPARTMENT HEAD NAME:

DEPARTMENT HEAD TITLE:

RECLASSIFICATION ADD NEW POSITION EFFECTIVE DATE:

CURRENT CLASSIFICATION:

N/A

TITLE OF PROPOSED CLASSIFICATION:

NAME OF EMPLOYEE:

PROPOSED SALARY:

(in some cases a salary survey may be required)

PROPOSED RANGE:

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase _____
- Change in level of supervision received and/or exercised
- Department reorganization
- Other _____

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

Please explain what evaluations have been performed to justify this request?

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature: _____

Director of Human Resources Signature: _____

HUMAN RESOURCES USE ONLY

Date Received: _____

- Accepted Rejected

Recommendation:

- Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____



FLSA: COVERED
EEO: 6
AUGUST 2024

INVESTIGATIVE ASSISTANT

DEFINITION

Under general supervision, performs technical investigative support to the District Attorney's Office relating to the prosecution of felony, misdemeanor, juvenile, civil cases. The Investigative Assistant may play a role in the facilitation of court orders, writs, affidavits, summons, complaints, notices, subpoenas duces tecum, and subpoenas; prepares proof of service for such processes; assists in routine investigative duties, and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is an entry-level classification in the Investigator series. Positions at this level receive instruction or assistance as new or unusual situations arise. This position will receive both in-house training and certified training relative to modern investigative techniques.

This classification is distinguished from the District Attorney Investigator I, District Attorney Investigator II, and the Senior District Attorney Investigator in that the latter are experienced Investigator classes who possess various levels of P.O.S.T. certification and specialized training. Additionally, they exercise a high degree of independent judgement and have ongoing decision-making responsibility in their work.

REPORTS TO

District Attorney Supervising Investigator or the Chief Investigator. Receives general supervision from District Attorney Investigators.

CLASSIFICATIONS SUPERVISED

This position exercises no supervision over staff.

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.

- Identifies and locates victims, witnesses, suspects, and persons through the use of law enforcement databases, directories, applications designed to search public records, utility records, internet sources, public or private agencies, employers, families, neighbors, or other individuals.
- Conducts necessary investigation to locate witnesses, absent parents, and others as needed including, but not limited to, various computer checks, contacts with other agencies, family members, employers, and neighbors to gain information concerning the whereabouts of the individual and affect the service of process.
- Performs and assists in routine investigations of alleged violation of law.
- When approved by a supervisor based on the threat matrix, performs field service of civil and criminal legal processes such as subpoenas, summons, and complaints; makes positive identification of the person(s) served; notes time and location of the service.
- Serves as the primary back-up to the Legal Assistant with regard to the discovery process and electronic subpoena process.
- Receives legal process and written instructions for service of documents to absent parents, witnesses, and other individuals as required.
- Researches, collects, and preserves materials which may be used as evidence; photographs, diagrams, exhibits, and documents evidence needed by investigators, attorneys, and others in support of a legal case; reviews records for personal history or other information; prepares written and statistical reports.
- Catalogues evidence; maintains the District Attorney's Office evidence storage; carries out destruction orders to purge evidence; maintains inventory and orders evidence collection supplies and exhibit materials.
- Assists District Attorney Investigators in the background investigation of non-sworn personnel to include paid/un-paid volunteers and interns.
- Maintains records and files of assigned cases, preserving all documentation of efforts to locate and serve individuals.
- Attends court sessions as necessary to serve witness and to provide testimony concerning their investigation in a case and/or the measures taken to locate witnesses.
- Transports witnesses for court appearances and informs witnesses when court is cancelled or postponed.
- Maintains communication with law enforcement and other agencies as required.
- Assists in collecting and verifying documents, statements, evidence, testimony, and preparing summary reports as assigned.

- Provides general support to investigators in the day-to-day operations of the Bureau of Investigation.
- Performs related duties as assigned.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Basic investigative techniques and procedures.
- Legal rights of citizens
- Interview techniques
- Applicable federal, state and local laws, regulatory codes, ordinances and procedures relevant to the rules of evidence and criminal investigations.
- Principles and techniques for working with groups and fostering effective team interaction.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, the court, outside law enforcement agencies, contractors, and other county agencies.
- The structure and content of the English language, including meaning and spelling, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project and task coordination.
- Computers and the associated software programs (e.g., Microsoft Suite, Karpel, RiMS) to conduct and/or generate documentation.

Ability to:

- Plan and organize daily workload and maintain a simple record keeping system.
- Develop information from varied sources to identify and locate persons to be served.
- Testify under oath concerning the personal involvement in a given case investigation.
- Obtain information through interview either remotely or in person.
- Utilize automated online systems to collect and/or verify information.
- Analyze and evaluate facts, statements, and other information.
- Draw logical conclusions and make appropriate recommendations.
- Understand, interpret, and apply all pertinent laws, codes regulations, policies, and procedures while upholding the standards relevant to the work performed.
- Serve subpoenas and deliver other legal documents according to deadline.
- Testify in court.
- Effectively represent the District Attorney's Office and the County in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.

- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments in a timely manner.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgement within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to perform investigations, visiting various County and meeting sites; mobility, physical strength, and stamina to perform assigned duties; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. The job involves fieldwork requiring frequent walking on uneven terrain, and climbing and descending structures to access crime scenes and to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate law enforcement equipment. Positions in this classification frequently bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 pounds as necessary to perform job functions. Reasonable accommodations will be made for individuals on a case-by-case basis.

TYPICAL WORKING CONDITIONS

Employees work indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibration, confining workspaces, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while investigating. The principal duties of this class are performed in an environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

Must be willing to work after hours, weekends, and holidays; off-hours; and on-call.

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:

- Equivalent to graduation from high school and two (2) years of investigative experience involving the use of various search procedures, including locating, observing, and interviewing individuals and preparing reports of findings.
- Previous employment with a District Attorney's Office, an equivalent law enforcement agency or the court system is desirable, but not required. Applicants' qualification will be assessed on a case-by-case basis.
- Previous experience working in the Public Defenders Office, private law practice, Victim / Witness programs, debt collection agencies, or repossession firms may also be considered desirable.

SPECIAL REQUIREMENTS

Possession of, or ability to obtain, a valid California Driver's License by time of appointment and a satisfactory driving record.



FLSA: COVERED
EEO: 4
AUGUST 2024

SENIOR DISTRICT ATTORNEY INVESTIGATOR

DEFINITION

Under general supervision, to perform investigative duties; to assemble and present evidence for administrative or legal action; to provide lead supervision to subordinate staff; to provide training; to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Senior District Attorney (DA) Investigator functions as a lead investigator in the absence of the Supervising District Attorney Investigator or the Chief Investigator. In addition to performing skilled investigative work within the full range and types of assignments including the most serious or complicated criminal cases, the Senior DA Investigator is responsible for providing lead supervision to subordinate DA Investigators and support staff. The Senior District Attorney (DA) Investigator is responsible for onboarding of all new staff assigned to the Amador County District Attorney's Office – Bureau of Investigation.

REPORTS TO

The Senior District Attorney (DA) Investigator reports directly to the Supervising District Attorney Investigator and takes direction from upper management of the Amador County District Attorney's Office.

CLASSIFICATIONS SUPERVISED

- District Attorney Investigator I & II
- Support Staff assigned to the Amador County District Attorney's Office – Bureau of Investigation.

EXAMPLES OF DUTIES

Functions as a lead worker; receives complaints and reports. In the absence of the Supervising District Attorney Investigator the Senior District Attorney (DA) Investigator issues assignments to subordinates for appropriate action; plans, supervises and evaluates the

activities of subordinate DA Investigators and other staff as assigned; supervises and participates in criminal investigations; participates in training and evaluating staff. Plans, directs and conducts criminal investigations, including homicides, organized/gang crimes, fraud and political corruption, by gathering, assembling, preserving and reporting facts and evidence. The Senior District Attorney (DA) Investigator provides investigative support to Deputy District Attorneys by locating complainants, victims, witnesses and suspects and conducting investigative interviews; writes search warrant affidavits and coordinates the execution of search warrants; assists local, state and federal law enforcement personnel during service of high risk search/arrest warrants; seizes, labels and controls the inventory of evidence for court presentation; assists in pre-trial planning and preparation of major criminal cases; serves subpoenas and transports witnesses as necessary; administers the California Witness Protection Program in maintaining the safety and security for protected persons; personally serves arrest warrants, makes arrests, interrogates suspects, and documents confessions; examines various public and private records and extracts information; conducts investigative security assessments involving District Attorney Office personnel; gathers intelligence information concerning criminal activities through undercover operations, court-ordered electronic surveillance, stationary and mobile surveillance, radio, optical, and other technical equipment; may appear in court as a witness; investigates and locates abducted minors pursuant to court orders; recovers abducted children throughout the United States and makes arrests as appropriate; participates in federal, state and local task forces; conducts a variety of other types of investigations, including backgrounds, internal affairs, officer-involved shooting and penalty phase investigations; provides training to allied agency personnel regarding all facets of criminal investigations, including basic and advanced investigative techniques, sexual assault investigations, and evidence collection; may be assigned to Range Master duties; assists, directs and trains District Attorney Investigators and support staff, as assigned. Assists with and performs all other duties normally performed, or expected to be performed, by a DA Investigator.

ESSENTIAL QUALIFICATIONS

Any combination of education and relevant experience likely to provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Knowledge of:

Principles, and appropriate techniques and methodologies of supervision and training; principles, methods and procedures of investigations; interview techniques; criminal and civil law; principles of identification, preservation and presentation of evidence for use in court; court procedures and the rules of evidence; information sources utilized to locate witnesses and wanted persons; the legal rights of citizens; basic accounting procedures and their application to law enforcement investigations; proper English construction and general

communication skills; appropriate supervision techniques and methodologies; care and operation of firearms and other law enforcement equipment; safe work practices.

Ability to:

Plan, organize, and evaluate the work of others; gather and analyze investigative data; learn, interpret and apply laws, rules and regulations applicable to investigation of potential and actual criminal cases; maintain confidentiality and control of sensitive information; safely and effectively operate/utilize and care for equipment including firearms, radio, recorder, camera, computers (including CLETS computer), and standard office machines; conduct effective investigations; obtain information and evidence by observation, record examination and interview; analyze and evaluate the statements of witnesses or suspected violators; exercise tact, courtesy and sound judgment in contacts with citizens and public officials; communicate effectively both orally and in writing; analyze situations accurately, consider alternatives and take effective courses of action; think and act quickly and appropriately in emergency situations; write and review reports, manuals and guides; establish and maintain cooperative relationships with those contacted during the course of work; supervise and instruct subordinates in all pertinent phases of law enforcement procedures; meet all Peace Officer status requirements; maintain standards of adequate physical conditioning, agility and endurance; work under physical and mental pressure in potentially hazardous situations; on a regular basis attend range/training for and qualify with all Department issued firearms including handgun as required; operate a motor vehicle safely; follow safe work practices including workplace safety regulations, policies and procedures; properly use personal protective equipment as directed and trained. Work both independently and cooperatively in multiple environments; tolerate exposure to violent crime scenes and disagreeable elements such as weather conditions, malodorous and/or decomposing bodies; safely operate a motor vehicle; follow workplace safety policies and procedures; properly use personal protective equipment as directed and trained.

TYPICAL PHYSICAL REQUIREMENTS

Work is physical and involves confrontational and potentially hostile and violent situations. Incumbents use, train with and care for a variety of law enforcement equipment including firearms. Protective and safety equipment are mandatory. Body armor may be required.

TYPICAL WORKING CONDITIONS

Work is performed indoors and outdoors, primarily in offices, the courts, driving, in field investigations, at crime scenes and in the prisons. The incumbent must function effectively in multiple environments including autopsies and crime scenes, which can be unpleasant, unpredictable and/or nauseating.

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

Equivalent to graduation from an accredited four-year college or university with major work in criminal justice. (Substitution: Full-time, paid experience as a law enforcement investigator or a law enforcement supervisor may substitute for the required education on a year-for-year basis.)

Experience

- A minimum of 5 years of recent full-time law enforcement experience with a city police or county sheriff's department, including at least one (1) year as a District Attorney Investigator in Amador County or an equivalent District Attorney Investigator position.
- Possession of a P.O.S.T. Advanced Certificate
- Ability to obtain a P.O.S.T. Supervisory Certificate within two years of appointment.
- Possession of a valid California driver's license issued by the Department of Motor Vehicles.

SPECIAL REQUIREMENTS

(1) Ability to: work irregular hours including evenings, weekends and occasional holidays; (2) accept stand-by and call back assignments as required; (3) qualify for security clearance including a thorough background investigation and fingerprint check; (4) ability to qualify for, maintain qualification for, and carry a firearm.

APPENDIX B SHERIFF'S OFFICE MID-MANAGEMENT CLASSIFICATIONS AND WAGES

3% Wage

Effective 10/1/2024

(Amended 10/08/2024)

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
4880	Senior District Attorney Investigator	53.38	56.05	58.85	61.79	64.88	C
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
5040	Senior District Attorney Investigator	54.98	57.73	60.62	63.65	66.83	C
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							
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							

**APPENDIX B
GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
4% Increase**

Effective 10/01/2023

(Amended 10/08/2024)

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
2167	Auditor-Appraiser I	26.25	27.56	28.94	30.39	31.91	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
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
3023	Behavioral Health Non-Clinical Program Coordinator	34.81	36.55	38.38	40.30	42.31	C
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
2342	Investigative Assistant**	28.00	29.40	30.87	32.41	34.03	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

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1393	Office Assistant II (IMS)*	18.51	19.44	20.41	21.43	22.50	C
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	Screeener (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

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1342	Services Support Assistant I (IMS)*	18.00	18.90	19.85	20.84	21.88	C
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 8/13/2024)
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	**
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	**

* Effective 7/1/2024

** Effective 10/1/2024

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: Social Services

Meeting Date: October 8, 2024

SUBJECT

Social Services: Request to add one Housing Services Social Worker I/II position

Recommendation:

To review the attached memorandum and and approve adding one (1) Housing Services caseworker position to support the Housing Program Manager meet improved outcomes for our community and departmental objectives in line with State expectations. This in turn will maximize the opportunity for continued funding to alleviate homelessness for our County.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle, Lisa Gaebe

ATTACHMENTS

- [Request to add Housing Services SW I-II.doc](#)

DEPARTMENT OF SOCIAL SERVICES

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



Date: October 2, 2024
To: Amador County Board of Supervisors
From: Anne Watts, Director, Amador County Department of Social Services
Re: Request to add one Housing Services Social Worker I/II (IMS)

The Department of Social Services (DSS) is requesting to add one Housing Services Social Worker I/II position. This is a new position for the Department.

The proposed pay scale for the Housing Services Social Worker I/II position is:

Social Worker I (IMS): Step A \$26.22 – Step E \$31.87
Social Worker II (IMS): Step A \$29.89 – Step E \$36.33

Justification:

1. The Department of Social Services has continued to receive funding for housing related services and supports for those in our community who are experiencing homelessness or at risk of homelessness.
2. Current housing related funds available to the Department of Social Services include the following:

Program Title	Population Served	Funding
Housing Support Program	CalWORKs Recipients	\$700,000* FY 2024/2025
Bringing Families Home	Child Protective Services Families	\$321,000* FY 2024/2025
Home Safe	Adult Protective Services Clients	\$374,000* FY 2024/2025

*CFL Allocations not received yet.

3. It appears that the Department can expect continued funding for housing services from the California Department of Social Services.
4. In November 2022, the Department added one Housing Services Program Manager position. The position was filled on June 26, 2023.

5. The Housing Services Program Manager has been developing the programs, writing policies and procedures, and implementing processes as well as performing case management. The caseload has grown considerably. In July 2023, the caseload included nine households. In the thirteen months to June 2024, the caseload had grown by 47 to 56 households. To sustain the quality of service to the clients and to continue to meet community needs and State guidelines, the Department requires the addition of this Social Worker I/II position to support the Program Manager.

Primary Responsibilities:

1. Case management
2. Housing navigation
3. Represent the Department of Social Services on the Central Sierra Continuum of Care (CoC) and the Homeless Task Force helping to identify and to advocate for the identified needs of Amador County.

Departmental Programs:

The position will be located within the Department of Social Services and will report directly to the Housing Services Program Manager.

Funding:

The position will be entirely funded from the California Department of Social Services housing funding, consisting of the CalWORKs Housing Support Program, Bringing Families Home, Home Safe, and the Transitional Age Youth Programs. The Board has previously accepted program funds for the Department for all of these, and the Department has budgeted within these funds for a caseworker to assist in the running of the programs.

No county general funds are required to support the Housing Services Social Worker I/II position.

Equipment and Space Needs:

The Housing Services Social Worker I/II will be situated in the Health and Human Services building when not working in the field.

The Department will need to purchase one CalSAWS computer (full setup) with associated IT costs, both a desk and mobile telephone, and fully set up workstation. The Department estimates these first-year costs to be approximately \$2,450.00.

Estimated salary cost for a Social Worker I (IMS) position for the first year is \$89,455.00 - \$93,450.00 and for a Social Worker II (IMS) for the same period could be in the range of \$97,135.00 - \$101,505.00.

This would be a total estimated, maximum increased expenditure for the first year of \$103,955.00 to add this position.

Performance Measures:

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

1. Increase the number of households served by the Department's housing unit from 56 households to 65 households (This includes expanded case management.)

Impact if not approved:

Additional staff to support housing services within the Department of Social Services will ensure higher quality and more efficient casework. At this time, case management is often crisis driven rather than prevention driven. A dedicated Social Worker for these programs will help to create expertise in the field and, hopefully, improved outcomes for the community, including breaking the cycle of homelessness. The State has made it clear that Counties are expected to take an active role in addressing the housing crisis in California. If not approved, the County will need to limit the level of service it can provide and risks the loss of future funding.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: October 8, 2024

SUBJECT

Request to reclassify Administrative Assistant II to a Community Development Technician I in the Transportation and Public Works Department.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Works Department

ATTACHMENTS

- [Memo -Reclassification Administrative Asst. II to Community Dev. Tech I.doc](#)
- [Reclass Memo.pdf](#)
- [Reclass Request-signed.pdf](#)
- [Admin Asst II Job Description.pdf](#)
- [Comm Dev Tech I Job Description.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: October 2, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Consent Agenda
Public Works Department – Reclassification Request

The Director of Transportation and Public Works is requesting to reclassify Robin Gulart Susoeff from an Administrative Assistant II (Range 1348 Step A \$18.06 to Step E \$21.95) to a Community Development Technician I (Range 2042 Step A \$25.00 to Step E \$30.39) effective July 1, 2024.

This request is supported by the memorandum from Rich Vela, Director of Transportation and Public Works, dated September 23, 2024, as well as the completed Request for Position to be Added or Reclassified.

Robin's new responsibilities will include assisting the Fiscal Officer with accounts payable, preparing claims—which requires meticulous attention to detail for proper invoice coding—and preparing deposit permanents, along with assisting with purchasing tasks. These duties necessitate a high level of knowledge and attention to detail.

As outlined in the Service Employees International Union MOU, section 25.3, employees being reclassified are generally placed at a step and pay rate equal to or nearest to, but not less than, their current step and pay rate. Therefore, Robin Gulart Susoeff would be placed at Step A at a pay rate of \$25.00 per hour.



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 9564

PHONE: (209) 223-6429


FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

MEMORANDUM

TO: Lisa Gaebe, Human Resources Director

FROM: Richard Vela, Director of Transportation and Public Works 

DATE: September 23, 2024

SUBJECT: **Reclassification Request for Robin Gulart Susoeff
Administrative Assistant II to Community Development
Technician I**

Public Works is requesting to reclassify Robin Gulart Susoeff from an Administrative Assistant II – step E \$21.95 to a Community Development Technician I – step A \$25.00. We are requesting this reclassification to redistribute some of the current Fiscal Officer duties to the current Administrative Assistant II, and the technical level of these duties are more in line with the Community Development Technician I classification.

We are requesting the reclassification be retroactive to 7/1/24, as Robin was instrumental in helping organize the accounts payable in addition to learning to make deposits.

Public Works currently has significant salary savings in a currently vacant position for the first three months of the fiscal year, which more than covers the cost of this reclassification.

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

MUST COMPLETE ALL THREE (3) PAGES

DATE: 9/23/24	
DEPARTMENT: Transportation & Public Works	BUDGET NUMBER: 3000
DEPARTMENT HEAD NAME: Richard Vela	
DEPARTMENT HEAD TITLE: Public Works Director	
RECLASSIFICATION <input checked="" type="checkbox"/> ADD NEW POSITION <input type="checkbox"/> EFFECTIVE DATE: 7/1/24	
CURRENT CLASSIFICATION: Administrative Assistant II <input type="checkbox"/> N/A	
TITLE OF PROPOSED CLASSIFICATION: Community Development Technician I	
NAME OF EMPLOYEE: Robin Gulart Susoeff	
PROPOSED SALARY: \$25.00 per hour - step A (in some cases a salary survey may be required)	
PROPOSED RANGE: 2042	

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase _____
- Change in level of supervision received and/or exercised
- Department reorganization
- Other _____

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

In June 2024, Public Work's Fiscal Officer separated from the County. The interim Fiscal Officer found most of the work was extremely backlogged, to a degree that indicated the current workload for the Fiscal Officer needed to be evaluated to determine position capacity, including tasks that could be delegated. The Administrative Assistant II was willing and eager to take on increased responsibilities.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

The Administrative Assistant II (AAll) is the only position in Public Works that can take on some of the Fiscal Officer's current duties. Since the AAll works in the WinCams software system, she possesses the knowledge base of the cost accounting codes and activities the accounting software utilizes which gives her the ability and skillset to transition into supporting critical accounts payable processes, including processing claims.

Please explain what evaluations have been performed to justify this request?

We have done an evaluation of the current AAll duties and found that the duties we wish to add to this are outside the scope of the current position. In evaluating other classifications, we found that the majority of the increased duties were specialized within Public Works' cost accounting software and most closely match with the Community Development Technician I class.

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

We are looking for this position to assist the Fiscal Officer in accounts payable and preparing claims for payment. Public Works processes 20-40 invoices a week, and each invoice has to be coded not only with a budget line item, but with additional information such as activity codes, roads, vehicles, cost centers, service requests, and project numbers in order for the cost accounting software to generate accurate and meaningful reports that supply regulatory and compliance information.

Additional duties would include preparing deposit permits and assisting the Fiscal Officer with purchasing when necessary. These processes are time consuming but important support functions that we feel the AAll can quickly learn.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature: *Richard DeK...*

Director of Human Resources Signature: Lisa Gaebe

HUMAN RESOURCES USE ONLY

Date Received: 09/24/2024

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

ADMINISTRATIVE ASSISTANT II

DEFINITION

Under general supervision, performs a variety of general clerical and administrative duties; directs calls and visitors; performs data entry to process a variety of forms and documents; types memos and correspondence; provides information and assistance to the public; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level classification in the Administrative Assistant series. This classification is distinguished from Administrative Assistant I in that incumbents at this level are responsible for independently performing the full range of assigned duties.

This classification is distinguished from the Senior Administrative Assistant in that the latter is an advanced journey level classification assigned to positions which require a specialized functional expertise, or which provide lead supervision over assigned staff.

REPORTS TO

Higher level management or supervisory staff.

CLASSIFICATIONS SUPERVISED

This classification does not exercise supervision over staff.

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.*

Performs a variety of general clerical and administrative duties in assigned area; within assigned areas duties can include assisting in the permit process, logging, tracking and assessing fees and receiving payments, performing work within proprietary computer programs that may involve statewide automated systems, issuing benefits for state funded programs, and monitoring and scheduling building and vehicle maintenance, or assisting in voter registration and elections; types and prepares a variety of forms, letters, memos, reports and related documents; assists the public in person at the front counter or by phone; schedules appointments; answers inquiries related to department services, programs, and operations; prepares notices, reports, flyers, letters,

ADMINISTRATIVE ASSISTANT II - 2

or other documents and information; performs basic tracking duties for financial records within assigned programs; maintains electronic and physical files; compiles data and maintains forms and spreadsheets; manages confidential information and data that may include medical charts; verifies that information or data is complete, accurate and consistent; maintains voter registration rolls and processes voting materials; opens and processes incoming mail; receives and processes applications; performs data entry to process a variety of forms and documents; processes timecards; maintains files and records; and performs related duties as required.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

MINIMUM QUALIFICATIONS

Knowledge of:

- Operations, services and activities of assigned department.
- Modern office practices, including computers and assigned software.
- English grammar, vocabulary, spelling, and punctuation.
- Recordkeeping and filing practices.
- Processing requirements for specific forms and applications.
- Principles and practices of customer service.
- Basic principles of the automated systems used in the department.
- Methods and techniques of typing correspondence, documents and spreadsheets.
- Basic mathematics such as addition, subtraction, multiplication, division, decimals, fractions and percentages.
- Applicable state and federal guidelines and regulations.

Ability to:

- Type with speed and accuracy.
- Interpret and apply department policies and procedures.
- Perform typing and filing duties.
- Respond to citizen's questions and direct to other staff as necessary.
- Enter data accurately into automated system.
- Handle and process confidential and sensitive information.
- Make basic mathematic calculations.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written directions.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

ADMINISTRATIVE ASSISTANT II - 3

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

A high school diploma or GED equivalent.

Experience

One (1) year of full-time experience as a Administrative Assistant I with Amador County.

OR

Two (2) years of full-time increasingly responsible office/clerical experience.

Special Requirements

Possession of an appropriate, current and valid California Driver's License issued by the California Department of Motor Vehicles.

COMMUNITY DEVELOPMENT TECHNICIAN I

DEFINITION

Under supervision, to assist with and conduct inspections, perform monitoring, and investigations; to learn to perform a variety of specialized technical administrative support functions; to assist more senior staff in the performance of a variety of duties in relationship to one or more Community Development Agency departments or programs. Upon receiving appropriate training, operates a variety of office equipment and computers as well as field equipment and instruments necessary for assigned inspections and investigations. Incumbents may be introduced to and trained for a wide variety of duties. Incumbents will be provide information and assistance to the public; and will learn and assist to perform other related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the introductory level classification in the Community Development Technician series for the performance of a wide range of assignments and office, technical and field support work in one or more departments or programs within the Community Development Agency. Incumbents should have basic knowledge of some of the programs and projects overseen by Community Development, and the ability to become proficient and independent in a variety of duties and procedures.

REPORTS TO

Department head or designee

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

Duties may include but are not necessarily limited to simpler field surveys; sampling; routine inspection and investigation; learning to review and approve plans, reports or permits that do not require professional level certification; assist with the preparation of and/or maintenance of databases or other records; providing support to professional staff implementing program and project assignments; responding to routine customer service requests/ providing reception and clerical support as needed and performing related work as required. Responsibility may be assigned for elements of programs or projects under the oversight of more senior staff.

Incumbents may prepare and maintain a variety of databases, charts, graphs, maps and simpler public records; provide code enforcement support.

Incumbents may be responsible for inspection of encroachments, grading, storm water, erosion control, water wells, onsite wastewater systems. Incumbents may also investigate complaints, maintain project records, and assist in right-of-way acquisition work.

Performs and learns a variety of difficult, responsible and specialized office support functions, creates and maintains reports, records and files required in conjunction with technical work processes; types and edits documents from general correspondence to technical reports and spreadsheets; provides information and assistance to the public.

Incumbents may perform reception and administrative support duties, and generate invoices and receipt payments.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of inspection, sampling, and materials testing equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in an office and outdoors; exposure to variations in temperature and humidity; exposure to dust; outdoor work may be performed in an environment with constant noise; some exposure to grease and oils; exposure to moving construction equipment; constant contact with staff and the public.

DESIRABLE QUALIFICATIONS

Depending on assigned duties, qualifications may include the following:

Knowledge of:

- Nomenclature, symbols, methods and techniques used in mapping and drafting.
- Basic principles and functions of one or more departments within the Community Development Agency.
- Techniques for gathering, compiling and presenting data in visual form.
- Basic principles of chemistry, biology and environmental geology.
- Construction methods, materials, techniques, principles, practices and equipment.
- Materials sampling, testing and proper use of materials in construction projects.
- Use of computers and computer applications related to technical work
- Chemical, biological, physical, and environmental sciences
- Work safety methods and programs.

Ability to:

- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written directions effectively and efficiently.

- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Read and interpret plans, specifications, ordinances, and codes.
- Take appropriate samples and perform field materials testing.
- Make accurate mathematical calculations
- Use a computer and computer applications in the performance of technical support work
- Collect and organize environmental data.
- Read and interpret and apply policies, regulations, and procedures regarding inspections and compliance.
- Establish and maintain effective professional working relationships with the public as well as personnel from this and other agencies.
- Remain objective and professional with other staff, agencies, customers, and the general 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

A high school diploma or GED equivalent. College level course work in biology, chemistry, physics, environmental science, or related fields is also desirable.

Experience

One (1) year of full-time experience performing or assisting with Public Works construction projects, land use planning, environmental investigations and inspections, or related fields. Applicable trade school experience is also desirable.

Special Requirements:

Possession of an appropriate valid and current California Driver's License

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: October 8, 2024

SUBJECT

Addition of a Behavioral Health Program Manager - Clinical Services position in the Behavioral Health Department

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Behavioral Health

ATTACHMENTS

- [Memo -Add BH Program Manager.doc](#)
- [BH Clinical Program Manager Request for Position to be Added.pdf](#)
- [Behavioral Health Program Manager Clinical Services \(final\).docx](#)
- [Behavioral Health Program Manager Clinical Services \(edits\).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: October 2, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Consent Agenda
Behavioral Health Department – Add Position

The Behavioral Health Director is requesting to add a Behavioral Health Program Manager – Clinical Services position Range 4046 (Step A \$45.04 to Step E \$54.75) and approve the amended job description. This request is supported by the completed Request for Position to be Added or Reclassified.

The Behavioral Health Department, regulated by the Department of Health Care Services, has experienced a significant increase in compliance requirements in recent years. To effectively address these heightened demands, the Behavioral Health Director requires additional support.

The proposed position will play a crucial role in the following areas:

1. Supervision of Clinical Staff: Providing leadership and oversight to ensure the delivery of high-quality care and adherence to compliance standards.
2. Management of Grant Applications: Assisting in the identification, preparation, and submission of grant proposals to secure necessary funding for programs and services.
3. Oversight of 24/7 Crisis Intervention Services: Managing mobile crisis operations and ensuring effective response protocols are in place to support individuals in need.

The Service Employees International Union (SEIU) Local 1021 has been informed of these requested changes through an email dated September 18, 2024.

This position is essential for maintaining the integrity and effectiveness of the Behavioral Health Department, allowing them to continue meeting the needs of our community in an increasingly complex regulatory environment. Please approve the request to add the Behavioral Health Program Manager – Clinical Services position and accept the changes to the job description.

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

****MUST COMPLETE ALL THREE (3) PAGES****

DATE:

August 5, 2024

DEPARTMENT:
Behavioral Health

BUDGET NUMBER:
4112

DEPARTMENT HEAD NAME:
Melissa Cranfill, LCSW

DEPARTMENT HEAD TITLE:
Behavioral Health Director

RECLASSIFICATION ADD NEW POSITION EFFECTIVE DATE: As soon as possible

CURRENT CLASSIFICATION: N/A

TITLE OF PROPOSED CLASSIFICATION:
BHC Prog Mgr (Clinical Services)

NAME OF EMPLOYEE:

PROPOSED SALARY: (in some cases a salary survey may be required)

PROPOSED RANGE:

REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED

The following information is required for all reclassifications and new position requests:

- Significant and permanent changes in the assigned responsibilities
- Permanent increased workload – reason for increase State initiatives/requirements increase
- Change in level of supervision received and/or exercised
- Department reorganization
- Other

Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):

Behavioral Health is regulated by DHCS. The past few years, the requirements put on County

Behavioral Health has increased dramatically. The Behavioral Health Director needs additional

Clinical support to ensure the department is in compliance.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

No

Please explain what evaluations have been performed to justify this request?

The Director and the Deputy Director have taken on these new initiatives, but are finding themselves spread too thin.

The Director is performing functions that could be performed by other licensed staff, but do not have the manpower to shift these duties with current staff and staffing levels.

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

Supervise clinical staff

Grant applications and management

Manage 24/7 crisis intervention services, including mobile crisis

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature: *Mel Cfl, LCSW*

Director of Human Resources Signature:

HUMAN RESOURCES USE ONLY

Date Received: _____

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

THE UNIVERSITY OF CHICAGO

MEMORANDUM

TO: THE BOARD OF TRUSTEES

FROM: THE PRESIDENT

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible Signature]

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[Illegible]

[Illegible]



FLSA: EXEMPT
EEO: 2
SEPTEMBER 2024

BEHAVIORAL HEALTH PROGRAM MANAGER - CLINICAL SERVICES

DEFINITION

Under general direction, serves as a Program Manager, performing administrative and supervisory duties in relation to the planning, implementation, and oversight of an assigned Behavioral Health program for the County of Amador. This includes, but is not limited to program development, community outreach, RFA-RFP development, program implementation, program administration, monitoring and evaluation, program service coordination, and supervising assigned clinical/direct service staff; and performs other duties as required. The incumbent is a member and works collaboratively with the Behavioral Health Department's leadership team.

DISTINGUISHING CHARACTERISTICS

Responsibilities include performing diverse, specialized and complex work involving significant accountability and decision-making responsibility central to system's quality management. The incumbent organizes and oversees day-to-day activities and operations of the County's Behavioral Health programs including participating in the short- and long-term planning, development and administration of clinical or direct service programs, and various other activities. The incumbent is accountable for accomplishing divisional goals and objectives. Incumbents manage direct and contracted service delivery and assume collaborative leadership role in program planning, development, implementation and evaluation. 24/7 crisis intervention services when necessary to ensure coverage – including mobile crisis.

REPORTS TO

Director of Behavioral Health

CLASSIFICATIONS SUPERVISED

Dependent on Behavioral Health Care Program, directly supervised staff may include Behavioral Health Care Counselor I, II and III, Rehabilitation Specialist, Clinician I, II and III, Crisis Coordinator I and II, Crisis Counselor I and II, Personal Services Coordinators and Peer Support Specialist I and II.

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.

- Keeps Director fully updated and informed of all critical issues related to the program(s).
- Plans, directs, manages and supervises the activities of assigned staff including hiring, orientating and training, handling disciplinary action, and conducting performance evaluations.
- Establishes and maintains Annual Program Workplan. Ensure compliance with Department of Health Care Services (DHCS) Performance Contract.
- Plan for, oversee and respond to all reviews and audits.
- Ensures program compliance with all federal and state laws, and local rules and regulations.
- May act for the Director of Behavioral Health in the Director's absence regarding hospitalizations and placements.
- Develops policies and procedures for the program and ensures compliance through regular monitoring and reports.
- Coordinates the planning and development of RFP's, including Bidders' Conferences, Evaluation Panels, applicant selection, and award recommendations to the Director.
- Seeks additional funding resources, prepares and plans grant applications.
- Tracks, collects data and prepares various reports of effectiveness and efficiency of Assigned Behavioral Health programs for children, families, youth, transitional age youth, adults, older adults and justice involved.
- Collaborates with the Utilization/Quality Management section to ensure performance and outcome based practice; and, evaluates operations and recommends improvements and modifications.
- Facilitates and/or attends a variety of internal and external meetings including departmental, advisory board and related meetings; prepares presentation material for meetings; disseminates information to department staff, stakeholder, and community organizations.
- Develops and promotes assigned Behavioral Health Program education in the community, utilizing various modalities.
- Coordinate and provides administrative oversight of clinical student intern programs
- Provide clinical supervision to unlicensed registered staff
- Administers the delivery of contracted services for effectiveness, operational efficiency and adherence to contract requirements.
- Oversees and reports on crisis response team, to ensure requirements met. Including 24/7 Mobile Crisis. Responsible for crisis scheduling, daytime and afterhours.
- Act as liaison to the jail, hospital, and placement facilities as needed.

- Provide psychotherapy services, intake assessments and crisis intervention services as needed.
- Conducts Treatment authorization Review and Concurrent Review of client charts.
- Clinical representative for Utilization Review Committee
- Performs related work as required, which may include but is not limited to preparing correspondence and reports, copying and filing documents, answering telephone, ordering supplies and materials, entering computer data, maintaining logs and lists, sending and receiving faxes, processing mail, etc.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Understanding of Medi-Cal Requirements for assigned Behavioral Health Program
- Principles and practices of managed care and quality management applications including utilization review and quality improvement performance.
- Principles, practices, methods and techniques of assessing, diagnosing and treating behavioral health and/or substance use issues.
- Administrative principles and practices, including goal setting, program development, implementation, evaluation and project management.
- Community organizations' activities, other county departments' functions, and other resources pertinent to the operation of the program.
- Grant writing, reporting, data collection and grant administration for funding sources of assigned Behavioral Health Program
- Federal, State, County and local laws, regulations, rules and requirements including Behavioral Health Programs, Medicare & Medi-cal requirements applicable to mental health and substance use documentation requirements.
- Crisis intervention principles and techniques, risk management, client care management, ethical and legal rights for detainment and notification
- Principles and practices of employee supervision, including work planning, assignment, staff development, review and evaluation and training.

Ability to:

- Administer complex and technical behavioral health programs in an independent and cooperative manner
- Effectively represent Amador County Behavioral Health Department services with public and community organizations.
- Assist in budget preparation and administration.
- Effectively assess, diagnose and recommend treatment of behavioral health and/or substance use issues.
- Design and implement program evaluation strategies to account for outcomes.

- Interpret, apply, explain and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations governing assigned Behavioral Health program.
- Effectively communicate verbally and in writing.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.
- Develop new programs and outreach in collaboration with partner agencies, focusing on integration of services, in a culturally and linguistically competent manner, including the underserved and un-served throughout Amador County.
- Exercise sound independent judgement to make decisions within policy guidelines, including during crisis situations
- Select and supervise staff, evaluate performance and effectiveness and provide for staff training and professional development.

TYPICAL PHYSICAL REQUIREMENTS

Ability to 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

Positions in this class require the incumbents to: Work is usually performed in an office environment, hospital, jail or other community based settings. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures. Work during non-routine hours, including evenings, holidays and weekends. Work outside in all types of climatic conditions including inclement, very hot or very cold weather. Employees may work outdoors and are occasionally exposed to loud noise levels.

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 and Experience A Master's degree from an accredited college or university in psychology, counseling, psychiatric social work, nursing or a related behavioral science and five (5) years of progressively responsible experience as a clinician in a relevant behavioral health and/or alcohol drug program, including at least two (2) years as a supervisor or management level. Depending on the program they are managing, possession of one of the following valid California licenses: Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Registered Nurse or Clinical Psychologist, or any other license approved by the State of California.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the Department of Motor Vehicles.



FLSA: EXEMPT
EEO: 2
SEPTEMBER 2024

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SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the Department of Motor Vehicles.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: October 8, 2024

SUBJECT

Addition of a Services Support Assistant III (IMS) position in the Social Services Department as a promotional opportunity.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Social Services

ATTACHMENTS

- [Memo - Add SSA III IMS Promotional Opportunity.doc](#)



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

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

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: October 2, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Consent Agenda
Social Services Department – Add Position/Internal Promotional Opportunity

The Social Services Director is requesting the addition of a Services Support Assistant III (IMS) position Range 1718 (Step A 21.76 to Step E \$26.45) as a promotional opportunity within the Social Services Department. This role is intended to aid in strategic planning in anticipation of an upcoming employee retirement. Please note that the position of the qualified individual selected to fill this role will not be filled.

The Service Employees International Union (SEIU) Local 1021 has been informed of these requested changes through an email dated September 20, 2024.

If the request to add this position as a promotional opportunity is not approved, staff may not be adequately prepared to assume the responsibilities of the role upon the retirement of the long-term employee.

No county general funds will be used to fund this position.

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

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: October 8, 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 10.01.2024 DRAFT.pdf](#)



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

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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: October 2, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Consent Agenda
Consolidated Salary Schedule

The revised Consolidated Salary Schedule effective October 1, 2024 includes the following adjustments:

- Confidential Unit Classifications: 4% general wage increase
- Mid-Management Unit Classifications: 4% general wage increase
- Management Employees: 4% general wage increase
- Investigative Assistant: New position - Range 2677, Step A \$31.35 – Step E \$38.11
- Senior District Attorney Investigator: New position - Range 4880, Step A \$53.38 – Step E \$64.88
- Community Development Director: Added position and pay rate \$84.14/hr.
- Deputy Sheriff's Association: 3% negotiated general wage increase
- Sheriff's Mid-Management Association: 3% negotiated general wage increase
- Sheriff's Office Association: 3% negotiated general wage increase
- Probation Officers Association: 3% negotiated general wage increase

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 10/1/2024
 * 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
2682	041	Accountant I - Confidential	31.40	32.97	34.62	36.35	38.17	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
2349	041	Administrative Supervisor (SO) - Confidential	28.07	29.47	30.95	32.49	34.12	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	\$58.92/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	\$53.97/hr					E
2397	01	Air Pollution Inspector I	28.55	29.98	31.48	33.03	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	\$49.87/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	\$49.65/hr					E
N/A	042	Assistant Auditor-Controller	\$56.22/hr					E
N/A	042	Assistant County Counsel	\$75.71/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	\$71.44/hr					E
3023	01	Behavioral Health Non-Clinical Program Coordinator	34.81	36.55	38.38	40.30	42.31	C
2787	011	Behavioral Health Rehabilitation Specialist	32.45	34.07	35.78	37.56	39.44	E

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
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
4045	041	Budget Analyst	45.03	47.28	49.65	52.13	54.74	E
N/A	042	Budget Director	\$62.66/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
6193	022	Captain	66.51	69.84	73.33	76.99	80.84	E
N/A	042	Chief Building Official	\$65.24/hr					E
N/A	042	Chief Deputy Clerk/Recorder	\$48.10/hr					E
5265	022	Chief Deputy Probation Officer	57.23	60.09	63.10	66.25	69.56	E
N/A	042	Chief Deputy Registrar of Voters	\$48.10/hr					E
N/A	042	Chief Deputy Treasurer/Tax Collector	\$43.43/hr					E
2997	01	Chief Fiscal Supervisor (IMS)*	\$34.55	\$36.28	\$38.09	\$40.00	\$42.00	C
2825	041	Clerk Of the Board	\$32.83	34.47	36.20	38.00	39.91	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
N/A	04	Community Development Director	\$84.14/hr					E
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
3788	021	Corporal	42.46	44.58	46.81	49.15	51.61	C
1609	02	Correction Assistant	20.67	21.70	22.79	23.93	25.12	C
5875	022	Correctional Captain	63.33	66.50	69.82	73.31	76.98	E
2727	02	Correctional Corporal	31.85	33.44	35.11	36.87	38.71	C
4375	022	Correctional Lieutenant	48.33	50.75	53.28	55.95	58.75	E
2298	02	Correctional Officer I	27.56	28.94	30.38	31.90	33.50	C
2600	02	Correctional Officer II	30.58	32.11	33.71	35.40	37.17	C
3105	02	Correctional Sergeant	35.63	37.41	39.28	41.25	43.31	C
N/A	03	County Administrative Officer*	\$108.72/hr					E
N/A	04	County Counsel	\$93.60/hr					E
N/A	04	County Librarian	\$56.31/hr					E
N/A	042	County Surveyor (Full-time)	\$52.94/hr					E
N/A	042	County Surveyor (Part-time)	\$52.94/hr					E
3082	021	Crime Analyst*	35.40	37.17	39.03	40.98	43.03	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
6193	022	D A Investigator, Chief (Advanced)	66.51	69.84	73.33	76.99	80.84	E
5874	022	D A Investigator, Supervising	63.32	66.49	69.81	73.30	76.97	E
4067	021	D.A. Investigator I (Advanced)	45.25	47.51	49.89	52.38	55.00	C
3651	021	D.A. Investigator I (Basic)	41.09	43.14	45.30	47.57	49.95	C
3854	021	D.A. Investigator I (Intermediate)	43.12	45.28	47.54	49.92	52.41	C
4539	021	D.A. Investigator II (Advanced)	49.97	52.47	55.09	57.85	60.74	C
3673	021	D.A. Investigator II (Basic)	41.31	43.38	45.54	47.82	50.21	C
4298	021	D.A. Investigator II (Intermediate)	47.56	49.94	52.43	55.06	57.81	C
4447	041	Dep County Counsel I	49.05	51.50	54.08	56.78	59.62	E
4937	041	Dep County Counsel II	53.95	56.65	59.48	62.45	65.58	E
5474	041	Dep County Counsel III	59.32	62.29	65.40	68.67	72.10	E
N/A	042	Deputy Ag Commissioner/Sealer of Weights and Measures	\$46.84/hr					E
1621	041	Deputy Board Clerk I	20.79	21.83	22.92	24.07	25.27	C
1831	041	Deputy Board Clerk II	22.89	24.03	25.24	26.50	27.82	C
2118	041	Deputy Board Clerk III	25.76	27.05	28.40	29.82	31.31	C
N/A	042	Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$54.00/hr					E
N/A	042	Deputy Director of Social Services (Finance/Facilities/Administration)	\$54.00/hr					E
N/A	042	Deputy Director of Social Services (Social Services Agency Programs)	\$54.70/hr					E
3976	012	Deputy District Attorney I	44.34	46.56	48.88	51.33	53.90	E
4412	012	Deputy District Attorney II	48.70	51.13	53.69	56.38	59.20	E
4906	012	Deputy District Attorney III	53.64	56.32	59.14	62.10	65.20	E
5433	012	Deputy District Attorney IV	58.91	61.86	64.95	68.20	71.61	E
2387	025	Deputy Probation Officer I	28.45	29.87	31.37	32.93	34.58	C
2983	025	Deputy Probation Officer II	34.41	36.13	37.94	39.83	41.83	C
3478	025	Deputy Probation Officer III	39.36	41.33	43.39	45.56	47.84	C
2170	01	Deputy Public Conservator/Guardian/Administrator I	26.28	27.59	28.97	30.42	31.94	C

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2564	01	Deputy Public Conservator/Guardian/Administrator II	30.22	31.73	33.32	34.98	36.73	C
3440	021	Deputy Sheriff (Advanced)	38.98	40.93	42.98	45.12	47.38	C
3082	021	Deputy Sheriff (Basic)	35.40	37.17	39.03	40.98	43.03	C
3257	021	Deputy Sheriff (Intermediate)	37.15	39.01	40.96	43.01	45.16	C
2727	021	Deputy Sheriff-Trainee	31.85	33.44	35.11	36.87	38.71	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	\$65.24/hr					E
N/A	04	Director of Social Services	\$71.44/hr					E
N/A	04	Director of Solid Waste Programs	\$65.24/hr					E
N/A	04	Director of Transportation and Public Works	\$75.86/hr					E
3022	01	Director of Victim Witness Assistance Bureau	34.80	36.54	38.37	40.29	42.30	E
2121	02	Dispatcher (Training)	25.79	27.08	28.43	29.86	31.35	C
2351	02	Dispatcher-EMD	28.09	29.49	30.97	32.52	34.14	C
2642	02	Dispatcher-Lead	31.00	32.55	34.18	35.89	37.68	C
2958	02	Dispatcher-Supervising	34.16	35.87	37.66	39.54	41.52	C
N/A	05	District Attorney	\$85.04/hr					E
N/A	04	District Attorney, Chief Assistant	\$83.24/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
4474	022	Emergency Services Program Manager	49.32	51.79	54.38	57.09	59.95	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
3174	041	Executive Legal Assistant	36.32	38.14	40.04	42.04	44.15	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	\$83.24/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)	\$86.05/hr					E
N/A	04	Health Officer (Part-time)	\$86.05/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
2800	041	Human Resource Specialist	32.58	34.21	35.92	37.72	39.60	C
2324	041	Human Resource Technician	27.82	29.21	30.67	32.21	33.82	C
N/A	04	Human Resources Director	\$64.42/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	\$66.64/hr					E
2342	01	Investigative Assistant	\$28.00	29.40	30.87	32.41	34.03	C
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
5875	022	Lieutenant	63.33	66.50	69.82	73.31	76.98	E
1268	01	Mail and Warehouse Specialist	17.26	18.12	19.03	19.98	20.98	C

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
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
2923	041	Paralegal (CC)	33.81	35.50	37.28	39.14	41.10	C
3378	041	Payroll Manager	38.36	40.28	42.29	44.41	46.63	E
2343	041	Payroll Specialist I	28.01	29.41	30.88	32.43	34.05	C
2739	041	Payroll Specialist II	31.97	33.57	35.25	37.01	38.86	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	\$65.24/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
1818	025	Probation Aide	22.76	23.90	25.09	26.35	27.66	C
N/A	04	Probation Officer, Chief	\$83.24/hr					E
3870	025	Probation Unit Supervisor	43.28	45.44	47.72	50.10	52.61	C
N/A	042	Program Manager - Special Prosecutions Unit	\$77.23/hr					E
3021	01	Property Tax and Accounting Analyst	34.79	36.53	38.36	40.27	42.29	C
2351	02	Property/Evidence Technician	28.09	29.49	30.97	32.52	34.14	C
N/A	042	Psychiatrist	\$202.89/hr					E
N/A	042	Psychiatrist-Drug Medical Stipend	\$229.48/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	\$71.44/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 Suvp	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	\$52.19/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	\$52.76/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
2419	041	Records and Volunteer Administrator	28.77	30.21	31.72	33.30	34.97	C
1513	041	Records Management Assistant	19.74	20.70	21.73	22.82	23.96	C
3075	011	Registered Nurse (Health)	35.33	37.10	38.95	40.90	42.94	E
3428	041	Risk Analyst	38.86	40.80	42.84	44.99	47.23	E
1688	01	Secretary	21.46	22.53	23.66	24.84	26.08	C
3174	041	Senior Administrative Analyst	36.32	38.14	40.04	42.04	44.15	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

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
4880	022	Senior District Attorney Investigator	53.38	56.05	58.85	61.79	64.88	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	Screener (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
4474	022	Sheriff's Office Program Manager	49.32	51.79	54.38	57.09	59.95	C
2600	02	Sheriff's Security Officer	30.58	32.11	33.71	35.40	37.17	C
4539	022	Sheriff's Sergeant (Advanced)	49.97	52.47	55.09	57.85	60.74	C
4298	022	Sheriff's Sergeant (Intermediate)	47.56	49.94	52.43	55.06	57.81	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	\$58.18/hr					E
2610	01	Systems Support Analyst (IMS)*	30.68	32.21	33.82	35.52	37.29	C
1969	02	Transportation Officer	24.27	25.48	26.76	28.10	29.50	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	\$87.41/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	\$41.89/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: Human Resources

Meeting Date: October 8, 2024

SUBJECT

Resolution Regarding Salaries and Fringe Benefits for Management Employees and establishment of Community Development Director position.

Recommendation:

Approve.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Charles Beatty

ATTACHMENTS

- [Memo -Community Development Director.doc](#)
- [Management_Resolution \(draft\) 10.8.24.docx](#)
- [Management Salary 9.29.2024 Amended 10.08.2024.pdf](#)
- [Community Development Director 10.2024.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: October 2, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Consent Agenda
Management Resolution and Appointment of Community Development
Director

I respectfully request your approval of the following items:

1. The Resolution Regarding Salaries and Fringe Benefits for Management Employees.
2. The amended job description for the Community Development Director.
3. The new pay rate of \$84.14 per hour, equating to \$6,731.20 per bi-weekly pay period.
4. The appointment of Charles Beatty as Community Development Director, effective September 30, 2024.

Please note that if the Board does not approve these changes, the Community Development Director position will not be established.

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

IN THE MATTER OF:

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

RESOLUTION NO. 24-xxx

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

- **Effective September 30, 2024 add the Community Development Director position with a pay rate of \$84.14 per hour/\$6731.20 per bi-weekly pay period**

TERMS AND CONDITIONS

1. Employees herein serve at the pleasure of the Board of Supervisors with the exception of the Chief Assistant District Attorney, who serves at the pleasure of the District Attorney; Chief Probation Officer, who is appointed and removed by the presiding judge; the County Counsel, who is appointed by the Board of Supervisors to a four-year term; and the Undersheriff, whose tenure is discussed in paragraph 3.B below. These employees shall adhere to all policies and procedures applicable to other County management employees.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. The following terms and conditions apply only to the position of Undersheriff:
 - A. The salary shall be equal to or above the salary established for the position of Captain.
 - B. The Undersheriff shall be eligible to receive all education, POST, and longevity incentives that are afforded to the Sheriff's Office Mid-Management Unit as well as all uniform allowances that are afforded to the Sheriff's Office Mid-Management Unit.
 - C. The Undersheriff's employment shall begin upon his/her effective date of appointment and shall terminate upon the appointing Sheriff's leaving office for any reason and a new Sheriff taking office. The Undersheriff's position shall automatically terminate without notice or hearing upon the appointing Sheriff's leaving office and his/her successor taking office. Any Undersheriff whose employment terminates as a result of the appointing Sheriff's leaving office shall have bumping rights to any position in the Sheriff's Office, including the highest position which was previously held before becoming the Undersheriff at the appropriate step based upon the duration of the Undersheriff's length of County employment in all positions within the Sheriff's Office.
 - D. The Undersheriff shall be required at the time of his/her appointment to have all of the professional qualifications of the Sheriff.
 - E. The Undersheriff shall act as the Chief Deputy of the Sheriff and as the Executive Officer of the Sheriff's Office working under the direction and control of the Sheriff.
 - F. The Undersheriff shall be an at-will employee serving at the pleasure of the Sheriff. He/She shall adhere to all policies and procedures applicable to other County management employees and if, in the opinion of the Board of Supervisors, the Undersheriff violates any said policy and/or procedure creating the probability of substantial County liability and the Sheriff fails to impose appropriate discipline on the Undersheriff, the Board of Supervisors may discipline the Undersheriff up to, and including, termination of the Undersheriff without notice or hearing. The Board of Supervisors shall not have the right to discipline the Undersheriff for any other reason.

Classification and Wage Plan as listed as Appendix A

BENEFIT PACKAGE

4. **Longevity:**

- A. Employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35) and forty (40) years of years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20, 25, 30, 35 and 40 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%*
10	5.063%*
15	7.700%*
20	10.390%*
25	13.15%*
30	15.650%*
35	18.150%*
40	20.650%*

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

5. **Voluntary Reduced Work Schedule:** Employees have the option to continue their voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly, request a voluntary reduced work schedule of 36 hours per week or 72 hours bi-weekly or rescind their previous request for a voluntary reduced work schedule. Employee’s seniority, benefits and leave accruals will not be affected. Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.

Retirement Program: Employees herein shall receive the same Public Employees’ Retirement System program offered through the County (Local Safety Members for Undersheriff and Chief Probation Officer, Local Prosecutors for Chief Assistant District Attorney, and Local Miscellaneous Members for all other unit members), as such programs may be amended from time to time. The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. All “Classic” members of PERS, regardless of hire date, shall pay the full seven percent (7%) PERS classic member contribution except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. These employees will be paying seven percent (7%) of their EPMC and the County will be paying two percent (2%) of their EPMC.
- B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 (“PEPRA”), as amended, shall pay one-half (½) of the Normal Cost as determined by PERS.
- C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.

- D. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent to those provided to Management members, such as the County Administrative Officer, or to elected officials, unless specifically adopted by contract or resolution dated after the effective date of this Resolution.
6. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Undersheriff and the Chief Probation Officer, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units. .
- A. All employees shall contribute 2.5% of the total cost of the insurance premiums and the County will contribute 97.5 % of their insurance premiums
 - A. A cash payment of \$253.41 per pay period (based on 24 pay periods annually) shall be paid to all Management employees in lieu of major medical insurance benefits after proof of other major medical insurance has been obtained. Part-time Management employees are eligible for a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above. . If the employee waives all benefits, except life insurance the cash total is \$3.17 per hour worked and will be paid based on twenty-four (24) pay periods annually.
 - B.
 - C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, at the retired employee's expense.
7. **Sick Leave:** Employees herein shall earn and accrue paid sick leave for illness or injury to the employee or the employee's immediate family member.
- B. Employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of 96 hours per year.
 - C. Employees on a voluntary reduced work schedule shall earn and accrue paid sick leave in regular increments of 3.6923 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of 96 hours per year.
 - A. Unused sick leave shall accrue from year to year.
 - B. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours may, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
8. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General bargaining group):
- A. Vacation leave shall be earned and accrued at a rate of 7.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 192 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 7.3846 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of 192 hours
 - B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's vacation leave is below the maximum allowed accrual.
 - C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (#2-230)

has been met.

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 8th day of October, 2024 by the following vote:

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

NOES:

ABSENT:

Chairman, Board of Supervisors

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

Deputy

APPENDIX A
MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN
4% Increase Effective 9/29/2024
(Amended 10/8/2024)

Classifications	Hourly Rate	Bi-weekly Salaries
Air Pollution Control Officer	\$53.97	\$4,317.60
Agricultural Commissioner	\$58.92	\$4,713.60
Behavioral Health Director	\$71.44	\$5,715.20
Community Development Director	\$84.14	\$6,730.77
County Counsel	\$93.60	\$7,488.00
County Librarian	\$56.31	\$4,504.80
Director of Social Services	\$71.44	\$5,715.20
Director of Solid Waste	\$65.24	\$5,219.20
Director of Transportation and Public Works	\$75.86	\$6,068.80
District Attorney, Chief Assistant	\$83.24	\$6,659.20
General Services Administration Director*	\$85.82	\$6,865.60
Health and Human Services Director	\$83.24	\$6,659.20
Health Officer (Part-time position)	\$86.05	
Health Officer (Full-time position)	\$86.05	\$6,884.00
Human Resources Director	\$64.42	\$5,153.68
Information Technology Director	\$66.64	\$5,331.20
Probation Officer, Chief	\$83.24	\$6,659.20
Public Health Director	\$71.44	\$5,715.20
Public Services Director	\$52.19	\$4,175.20
Undersheriff**	\$87.41	\$6,723.20
Veterans Services Officer	\$41.89	\$3,351.20

* Increase effective 7/1/2024

** 5% Increase Effective 7/1/2024



FLSA: EXEMPT
EEO: 2
OCTOBER 2024

Community Development ~~Agency~~ Director

DEFINITION

Under administrative direction, plans, organizes and directs the Community Development Agency activities, including the departmental functions of planning, building, code enforcement, public works and environmental health; functions as Planning Director; provides expert professional assistance to the Board of Supervisors and County management staff in areas of responsibility; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a department director classification with overall responsibility, through subordinate managers, for the County's Community Development Agency (comprising Building, Planning, Code Enforcement, Environmental Health, Public Works and Solid Waste). This classification is accountable for accomplishing Agency goals and objectives, and for furthering County goals and objectives within general policy guidelines. Responsibilities include directing, coordinating and supervising the work of Agency staff, preparing and administering budgets, and performing a broad range of complex professional community development work.

REPORTS TO

County Administrative Officer.

CLASSIFICATIONS SUPERVISED

This classification supervises the management and supervisory staff of the Community Development Agency.

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.

- Plans, organizes, assigns, directs, reviews and evaluates the Community Development Agency activities; coordinates activities of the departments within the Agency and with other agencies and County departments
- Manages the daily operations of the Planning Department
- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the Agency
- Directs the preparation and administration of the Agency budget
- Performs complex and sensitive professional level work in any of the Agency areas
- Ensures effectiveness and efficiency of Agency departments and programs; ensures consistency and compliance with legal parameters, community needs and Board policy
- Directs and reviews the work of contract consultants providing assistance to Agency departments
- Directs the selection, evaluation, training and development of departmental staff; interprets County policies and procedures to staff
- Confers with and provides professional assistance to members of County departments on Agency matters
- Conducts or directs analytical studies of Agency activities; develops and reviews reports of findings, alternatives and recommendations; advises Board of Supervisors on a broad range of issues
- Represents the County in meetings with representatives of governmental agencies, professional, business and community organizations, and the public
- Monitors developments related to Agency matters; evaluates their impact upon County operations and recommends and implements policy and procedural improvements

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development and implementation, contract administration, personnel management, and employee supervision
- Federal, State and local laws affecting the Agency
- Public relations, community needs and County programs and services
Principles and practices of environmental quality control, and public health and safety
- Basic knowledge of, and legislative issues relating to, planning, zoning, building construction, State Planning Act, Subdivision Map Act, Uniform Building Code, California Environmental Quality Act

- Purposes and procedures of public planning agencies, boards and governing bodies
- Laws, regulations and ordinances governing planning and land use, building, environmental health, and public works.
- Laws, codes and safety regulations and codes related to planning.
- Principles, techniques, and trends in community development
- Environmental impacts of changes in land use
- Budget development and control
- Principles of project planning, coordination and direction
- Principles of public administration and staff supervision, training and evaluation

Ability to:

- Planning, organizing, assigning, directing, reviewing and evaluating Agency activities
- Selecting, training, motivating and evaluating assigned staff
- Developing, implementing, and interpreting goals, objectives, policies, procedures, and work standards
- Analyzing complex problems, evaluating alternatives, and making sound recommendations related to Agency activities
- Preparing, verifying, analyzing and reconciling complex reports and recommendations
- Directing and coordinating the work of others through various supervisory levels and providing assistance on complex problems
- Exercising sound independent judgment within general policy guidelines
- Establishing and maintaining effective working relationships
- Representing the County effectively in meetings
- Preparing clear, concise, and competent reports, correspondence and other written materials

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; ability to walk on slippery and uneven terrain; sufficient manual dexterity and eye-hand coordination to operate office and field engineering equipment; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment.

TYPICAL WORKING CONDITIONS

Work is performed in both office and outdoor environments; some exposure to variances in temperature and weather conditions; 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

Equivalent to graduation from a four (4) year college or university with a major course in land use planning or work in a closely related field. Work in public planning is highly desirable.

Experience

Five (5) years of progressively responsible experience in governmental or similar land use planning work, preferably at least three (3) years in a lead or supervisory capacity.

SPECIAL REQUIREMENTS

Possession of an appropriate California Driver's License issued by the Department of Motor Vehicles.

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: October 8, 2024

SUBJECT

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

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Auditor Assessor

ATTACHMENTS

- [Oneto.pdf](#)

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
012-100-039-501	2021	A0216	S	012-100-039-501	012-100-039-501	052-048	052-048
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	131,275	131,275		
Structure	701,800	460,916		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-240,884		

Owner ONETO GROUP INC
Mailing Address PO BOX 694
JACKSON CA 95642

Situs 4655 COAL MINE RD
IONE CA

Bill Comments Modular Building Values Moved to Unsecured Roll

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

TaxBill Days		Print R/C Wks	C
R/C Date	Oct 2, 2024	Print R/C Letter	P
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
012-100-039-501	2022	A0217	S	012-100-039-501	012-100-039-501	052-048	052-048
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	133,900	133,900		
Structure	715,836	470,136		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-245,700		

Owner ONETO GROUP INC
Mailing Address PO BOX 694
JACKSON CA 95642

Situs 4655 COAL MINE RD
IONE CA

Bill Comments Modular Building Values Moved to Unsecured Roll

N	10 % PP Penalty	Event From/Thru Dates	
N	Restricted	<input type="text"/>	<input type="text"/>
N	Timber Preserve	Ownership From/Thru Dates	
N	5151 Interest	<input type="text"/>	<input type="text"/>
N	506 Interest	506/5151 From/Thru Dates	
		From 1	From 2
		<input type="text"/>	<input type="text"/>
		Thru	<input type="text"/>

TaxBill Days	<input type="text"/>	Print R/C Wks	<input type="text" value="C"/>
R/C Date	Oct 2, 2024	Print R/C Letter	<input type="text" value="P"/>
Created By	tm	R/C Completed	<input type="text" value="C"/>

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
012-100-039-501	2023	A0218	S	012-100-039-501	012-100-039-501	052-048	052-048
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	136,578	136,578		
Structure	730,152	479,554		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-250,598		

Owner ONETO GROUP INC
Mailing Address PO BOX 694
JACKSON CA 95642

Situs 4655 COAL MINE RD
IONE CA

Bill Comments Modular Building Values Moved to Unsecured Roll

Supl Info

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

TaxBill Days		Print R/C Wks	C
R/C Date	Oct 2, 2024	Print R/C Letter	P
Created By	TM	R/C Completed	C

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
012-100-039-501	2024	A0219	S	012-100-039-501	012-100-039-501	052-048	052-048
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							001

	Roll Value	New Value	Sup From Net	Sup To Net
Land	139,310	139,310		
Structure	744,755	489,127		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-255,628		

Owner ONETO GROUP INC
Mailing Address PO BOX 694
JACKSON CA 95642

Situs 4655 COAL MINE RD
IONE CA

Bill Comments Modular Building Values Moved to Unsecured Roll

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

TaxBill Days	<input style="width:80px;" type="text"/>	Print R/C Wks	<input style="width:40px;" type="text" value="C"/>
R/C Date	Oct 2, 2024	Print R/C Letter	<input style="width:40px;" type="text" value="P"/>
Created By	tm	R/C Completed	<input style="width:40px;" type="text" value="C"/>

Appraiser	<input style="width:100%;" type="text"/>	Date	<input style="width:100%;" type="text"/>	
	Initials		Date	
Supv Appr	<input style="width:100%;" type="text"/>	Date	<input style="width:100%;" type="text"/>	Asmt Clerk
	Initials		Date	Initials
				Date
Chief Appr	<input style="width:100%;" type="text"/>	Date	<input style="width:100%;" type="text"/>	Off Mgr
	Initials		Date	Initials
				Date

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

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: October 8, 2024

SUBJECT

Request to reclassify an Outreach Specialist to a Public Health Program Coordinator in the Public Health Department.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo -Reclassification Outreach Specialist to PH Program Coordinator.doc](#)
- [Program Coordinator reclass BOS memo 9.24.pdf](#)
- [Reclassification - Public Health Program Coordinator.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: October 3, 2024

SUBJECT: Agenda Item for October 8, 2024 Board Consent Agenda
Public Health Department – Reclassification Request

The Public Health Director is requesting to reclassify Lori Brandmeier from an Outreach Specialist (Range 2126 Step A \$25.84 to Step E \$31.41) to a Public Health Program Coordinator (Range 2844 Step A \$33.02 to Step E \$40.14) effective October 13, 2024.

This request is supported by the memorandum from Joanne Hasson, Public Health Director dated September 16, 2024, as well as the completed Request for Position to be Added or Reclassified.

In her new role, Lori will assume responsibilities that include program coordination, grant management, oversight of objectives and deliverables, and budget management. These new duties reflect an increased level of responsibility and complexity beyond her current position.

The Service Employees International Union (SEIU) Local 1021 has been informed of the reclassification request through an email dated September 20, 2024. As outlined in the Service Employees International Union MOU, section 25.3, employees being reclassified are generally placed at a step and pay rate equal to or nearest to, but not less than, their current step and pay rate. Therefore, Lori Brandmeier would be placed at Step A at a pay rate of \$33.02 per hour.

To: Board of Supervisors
From: Joanne Hasson, Public Health Director
Date: September 16, 2024
Re: Request for Reclassification of Outreach Specialist to Program Coordinator

I am writing to request the reclassification of the Outreach Specialist position to that of a Program Coordinator. This change is essential due to the significant expansion of responsibilities and additional duties that the current Outreach Specialist has assumed.

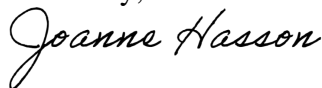
The Outreach Specialist will be responsible for the comprehensive management of a grant associated with one of our key programs. This expanded role includes:

- **Program Coordination:** Overseeing the day-to-day operations of the grant program and ensuring alignment with program goals.
- **Grant Management:** Handling the administration, compliance, and reporting requirements associated with the program grant.
- **Objective and Deliverable Oversight:** Monitoring and ensuring the achievement of program objectives and deliverables.
- **Budget Management:** Managing the program budget, including tracking expenditures, ensuring compliance with financial guidelines, and reporting on financial performance.

Given the expanded scope and complexity of these responsibilities, the current Outreach Specialist will be working out of class if this reclassification is not approved. The new Program Coordinator role accurately reflects the level of responsibility and complexity of the duties being performed and ensures appropriate classification and compensation.

Thank you for your consideration of this request. Reclassifying this position will support the continued success of our programs and ensure the efficient management of our grant-funded activities.

Sincerely,



Joanne Hasson

AMADOR COUNTY HUMAN RESOURCES

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

****MUST COMPLETE ALL THREE (3) PAGES****

DATE: 10/02/2024	
DEPARTMENT: Public Health	BUDGET NUMBER: 4000
DEPARTMENT HEAD NAME: Joanne Hasson	
DEPARTMENT HEAD TITLE: Public Health Director	
RECLASSIFICATION <input checked="" type="checkbox"/> ADD NEW POSITION <input type="checkbox"/> EFFECTIVE DATE: 10/06/2024	
CURRENT CLASSIFICATION: Outreach Specialist	<input type="checkbox"/> N/A
TITLE OF PROPOSED CLASSIFICATION: Public Health Program Coordinator	
NAME OF EMPLOYEE: Lori Brandmeier	
PROPOSED SALARY: \$33.02	(in some cases a salary survey may be required)
PROPOSED RANGE: \$33.02 - \$40.14	
REASON FOR THE NEW POSITION TO BE ADDED OR RECLASSIFIED	
The following information is required for all reclassifications and new position requests:	
<input checked="" type="checkbox"/> Significant and permanent changes in the assigned responsibilities	
<input type="checkbox"/> Permanent increased workload – reason for increase _____	
<input type="checkbox"/> Change in level of supervision received and/or exercised	
<input type="checkbox"/> Department reorganization	
<input type="checkbox"/> Other _____	
Please describe the reason for the request, providing additional details about the selection(s) above (e.g. describe reason for reorganization and/or increased workload):	
This position is now becoming responsible for one of our key programs including program coordination,	
grant management, objective and deliverable oversight, and budget management. This is a large	
and complex expansion of duties and no longer falls within the classification of an Outreach Specialist.	

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

Do you have other classifications with similar level duties as the proposed reclassification or position you wish to add? If so, have you considered redistributing the duties?

I have considered a redistribution of duties and have determined that none of our departments

Program Coordinators have the capacity to take on these additional duties, and it would be a financial burden to hire an additional staff so I have determined that the reclassification is the best option at this time.

Please explain what evaluations have been performed to justify this request?

I have reviewed the workload, level of duties to be performed, consulted with staff to determine capacity or lack thereof for re-distribution of duties, and consulted with our Program Manager who oversees the Program and departmental budget to ensure this is the best solution fiscally.

Essential duties of the position to be added or reclassified. Please include the most important and frequently performed duties:

Program Coordination: Overseeing the day-to-day operations of the grant program and ensuring ensuring alignment with program goals. Grant Management: Handling the administration, compliance, and reporting requirements associated with the program grant. Objective and Deliverable Oversight: Monitoring and ensuring the achievement of program objectives and deliverables.

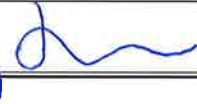
Budget Management: Managing the program budget, including tracking expenditures, ensuring compliance with financial guidelines, and reporting on financial performance.

REQUEST FOR POSITION TO BE ADDED OR RECLASSIFIED

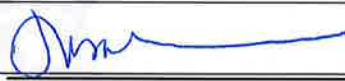
ATTACHMENTS

- Prior job description
- Revised job description
- Proposed new job description
- Organizational Chart
- Other

Requestor Signature:

Joanne Hession by 

Director of Human Resources Signature:



HUMAN RESOURCES USE ONLY

Date Received:

9/20/2024

Accepted Rejected

Recommendation:

Approve Deny

Comments:

Budget Analyst/Director Copy Yes No

Budget Year _____

