

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

**Please Note: All Board of Supervisors meetings are tape-recorded.**

**Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting.**

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.

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.

**REGULAR MEETING AGENDA**

**DATE:** Tuesday, April 23, 2019  
**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, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. Employee Organization: All Units

Suggested Action: Discussion and possible action.

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

- 2.a. One Case {Government Code 54956.9 (d)(2)}  
Suggested Action: Discussion and action relative to the anticipated litigation

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

- 3.a. Buena Vista Rancheria  
Suggested Action: Discussion and possible action relative to the initiation of litigation (Government Code 54956.9(d)(4))

**4. CONFIDENTIAL MINUTES:**

- 4.a. Confidential Minutes: Review and possible approval of the April 9, 2019 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 (#7) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

**5. REGULAR AGENDA:**

- 5.a. First 5 Amador: Presentation of a resolution celebrating their 20 years of service to children and families in Amador County

Suggested Action: Presentation only

[First 5 Resolution.docx](#)

- 5.b. American Legion Auxiliary: Presentation of a resolution proclaiming the month of May 2019 as Poppy Month in tribute to those who have made the ultimate sacrifice for our freedom.  
Suggested Action: Presentation only.  
[Resolution Poppy Month.docx](#)
- 5.c. Surveying: Presentation of a Resolution in Honor of Steven Zanetta upon his Retirement from the County.  
Suggested Action: Presentation  
[Resolution Zanetta Retirement.doc](#)
- 5.d. Administrative Agency: Discussion and possible action relative to adoption of a Resolution calling on the state to abandon the High Speed Rail Project.  
Suggested Action: Adoption of Resolution.  
[Kern County Resolution.pdf](#)
- 5.e. Chamber of Commerce: Discussion and possible action regarding Transient Occupancy Tax (TOT) funds request.  
Suggested Action: Approve request for funds
- 5.f. Amador Resource Conservation District: Presentation by Ms. Amanda Watson regarding an update on current projects.  
Suggested Action: Presentation only.
- 5.g. Discussion and possible action relative to a recommendation by the CAO to appoint George Allen as the County Surveyor upon the retirement of Steve Zanetta on April 26, 2019 and to change the operating practices of the Surveying Department.  
Suggested Action: Appoint George Allen as County Surveyor effective April 26, 2019, and approve the policy changes as outlined in the attached memo.  
[19-04-23 - County Surveyor.pdf](#)
- 5.h. Discussion and possible action relative to the assignment of duties to assist economic development activities in Amador County. Approval of new Management and Confidential Employee resolutions and new job descriptions if agreeable.  
Suggested Action: If the proposed solution is acceptable, approve the attached revised job descriptions and attached resolutions for Management and Confidential employees reflecting these changes.  
[Confidential Wages](#)  
[Confidential\\_Resolution\\_04.23.2019\\_DRAFT.docx](#)  
[Management\\_Resolution\\_4.23.19\\_DRAFT.docx](#)  
[Management Wages 4.23.19.pdf](#)  
[Director of General Services Administration Job Desc.docx](#)  
[Purchasing Manager Job Desc.doc](#)  
[19-04-23 - Economic Development memo.pdf](#)

- 5.i. Minutes: Review and possible approval of the April 9, 2019 Board of Supervisors Meeting Minutes.  
Suggested Action: Approval

**6. PUBLIC HEARING: \*\*10:30 A.M.\*\***

- 6.a. Amador County Recreation Agency: Discussion and possible action relative to a Public Hearing to consider:

1. Adoption of the updated Park Impact Fee Nexus Study; and
2. Adoption of a Resolution to implement the revised Park and Recreation Impact Fees in accordance with the approved Nexus Study; and

Discussion and possible action relative to adoption a Memorandum of Understanding among the County of Amador, the Cities of Amador City, Ione, Jackson, Plymouth and Sutter Creek, The Amador County Unified School District and the Amador County Recreation Agency.

Suggested Action: Pleasure of the Board.

[BOS Memorandum for Master Plan \(1\).doc](#)

[Resolution for the updated Nexus Study 4.3.19 \(1\).docx](#)

[MEMORANDUM OF UNDERSTANDING\\_ACRA.docx](#)

[Exhibit A, Capital Improvement Plan.docx](#)

[Exhibit B ACRA Park Nexu Final 012618 \(1\).pdf](#)

[Exhibit C Regional Park Impact Fee - Policies & Procedures \(1\).docx](#)

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

- 7.a. Assessor: Secured Roll Correction - Upon additional information submitted by Taxpayer, it was determined no value change for the change in control of the legal entity.  
Suggested Action: Approve  
[Roll Corrections.pdf](#)
- 7.b. Administrative Agency: Resolution approving the dissolution of County Service Area #3 (LAFCO Project #303)  
Suggested Action: Approval  
[LAFCO Project\\_303 \(3\).docx](#)
- 7.c. Environmental Health: Resolution authorizing the Chairman of the Board to execute all LEA Enforcement Assistance Grant documents, including but not limited to applications, agreements, amendments and requests for payment, necessary to secure grant funds from CalRecycle and implement the approved grant project for a period of 5 years.  
Suggested Action: Adopt resolution.  
[LEA RESOLUTION 2019.doc](#)
- 7.d. General Services Administration: Resolution deeming APN 011-050-026 as surplus property and selling the parcel to Gary Hartwick, Trustee of the Gary Hartwick Revocable Living Trust-2014 in



the amount of \$4,000.00. (1.59+/- Acres).

Suggested Action: Approval

[Hartwick Memo 4.1.19.pdf](#)

[Planning Hartwick Memo 03.11.19.pdf](#)

[Resolution for selling 1.59 acres APN 011-050-026 to Hartwick 4.1.19.pdf](#)

[Boundary Line Adjustment Map 065M044 - 4.1.19.pdf](#)

[HARTWICK-ABANDONMENT MAP 4.1.19.pdf](#)

- 7.e. Public Works: Resolution Adopting the Fiscal Year 19/20 Senate Bill 1 ( SB 1 ) Project List  
Suggested Action: Adopt resolution and direct staff to submit FY 19/20 project list and supporting documentation to the California Transportation Commission by May 1, 2019.  
[2019-4-15\\_SB1 FY 19\\_20.pdf](#)  
[FY 19-20 PW SB1 Resolution.docx](#)  
[FY 19\\_20 SB1 EXHIBIT A.pdf](#)  
[huta\\_and\\_rmra\\_fy\\_2019-20\\_estimates\\_-\\_revised\\_012519.pdf](#)
- 7.f. Sheriff's Office: Resolution Authorizing the County to Apply for and Accept, if Awarded, for FY 19/20 the Boating and Safety and Enforcement Financial Aid Program Funding from the California Department of Parks and Recreation, Division of Boating and Waterways In the Anticipated Amount of \$104,136.00, and Authorization to Participate in the Program.  
Suggested Action: Approve Resolution  
[Boating Resolution.docx](#)
- 7.g. Social Services: Resolution appointing Joseph P. Malki as Amador County Administrator, Public Guardian/Conservator and Paul Blake as Deputy Administrator, Public Guardian/Conservator.  
Suggested Action: Approve Resolution  
[Memo - Resolution PAGC - 04-23-2019 \(2\).pdf](#)  
[Resolution - Malki-Blake - 04-23-2019.docx](#)
- 7.h. Social Services: Resolution Honoring Patty Sweet upon her retirement from the Department of Social Services after fourteen years of service to Amador County.  
Suggested Action: Adopt the Resolution  
[Memo - Patty Sweet - 04-23-2019.pdf](#)  
[Patty Sweet retirement resolution-04-23-19.docx](#)
- 7.i. Area 12 Agency on Aging: Administrative Match Agreement for FY 2019-2020 and Request for funds per the agreement.  
Suggested Action: Approve agreement and request for funds.
- 7.j. Area 12 Agency on Aging: Amendment to "Joint Powers Agreement between the Counties of Amador, Calaveras, Tuolumne and Mariposa for the purpose of sponsoring the Area Agency on Aging to implement the Older Americans Act as amended"  
Suggested Action: Approve amendment
- 7.k. Building Department: Resolution and Agreement for a Limited Density Owner-Built Rural Dwelling /

LD01026-SANFORD

Suggested Action: Adopt the resolution and authorize the Chairperson to sign the Agreement

[Resolution-Sanford.docx](#)

[Agree.Notarized-Sanford.pdf](#)

[LD01026.APN Map.04.04.2019.pdf](#)

- 7.l. Building Department: Resolution and Agreement for a Limited Density Owner-Built Rural Dwelling / LD01025-WHITNEY, NEWMAN & CLEMENT

Suggested Action: Adopt the resolution and authorize the Chairperson to sign the agreement.

[Resolution-Whitney.Newman.Clement.docx](#)

[Agree.Notarized-Whitney.Newman.Clement.pdf](#)

[LD01025.APN Map.04.04.2019.pdf](#)

- 7.m. Building Department: Resolution and Agreement for a Limited Density Owner-Built Rural Dwelling / LD01027-Casterson

Suggested Action: Adopt the resolution and authorize the Chairperson to sign the agreement.

[Resolution-Casterson.docx](#)

[Agree.Notarized-Casterson.pdf](#)

[LD01027.APN Map.Casterson.pdf](#)

- 7.n. Public Health: FY 2018-2019 TB Real-time Allotment Agreement #1803R-TA01 from the California Department of Public Health, Tuberculosis Branch. The allotment funds are to support TB prevention and control activities in FY 2018-2019 in Amador County.

Suggested Action: Approve and sign agreement

[ATF Memo - TB Award.doc](#)

[TB Funding Letter 18-19.pdf](#)

[TB Award Terms and Conditions.pdf](#)

[CCC-417 Form2 .pdf](#)

[CDPH\\_9067 Form2.pdf](#)

- 7.o. Central Sierra Economic Development District: Appointment of Jamie Armstrong as the Citizen Member on the subject board.

Suggested Action: Approve appointment

**ADJOURNMENT: UNTIL TUESDAY, MAY 14, 2019 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)**

# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. 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: County Counsel

Meeting Date: April 23, 2019

## **SUBJECT**

One Case {Government Code 54956.9 (d)(2)}

## **Recommendation:**

Discussion and action relative to the anticipated litigation

## **4/5 vote required:**

No

## **Distribution Instructions:**

BOS

## **ATTACHMENTS**

-

# **Board of Supervisors Agenda Item Report**

Submitting Department: County Counsel

Meeting Date: April 23, 2019

## **SUBJECT**

Buena Vista Rancheria

## **Recommendation:**

Discussion and possible action relative to the initiation of litigation (Government Code 54956.9(d)(4))

## **4/5 vote required:**

No

## **Distribution Instructions:**

BOS

## **ATTACHMENTS**

-

# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Confidential Minutes: Review and possible approval of the April 9, 2019 Confidential Minutes.

## **Recommendation:**

'Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

First 5 Amador: Presentation of a resolution celebrating their 20 years of service to children and families in Amador County

## **Recommendation:**

Presentation only

## **4/5 vote required:**

No

## **Distribution Instructions:**

Presentation

## **ATTACHMENTS**

- [First 5 Resolution.docx](#)

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

IN THE MATTER OF:

RESOLUTION CELEBRATING FIRST 5 AMADOR  
AND THEIR 20 YEARS OF SERVICE TO THE  
CHILDREN AND FAMILIES OF AMADOR COUNTY

RESOLUTION NO. 19-XXX

WHEREAS, since its founding in 1998, First 5 Amador has promoted an integrated system of care with the goals of supporting kindergarten readiness and ensuring each child is safe from abuse and neglect; and

WHEREAS, First 5 Amador, in partnership with the community, supports a county-wide continuous prevention and early intervention system that promotes optimal health and development and improves the lives of children age 0 to 5 and their families; and

WHEREAS, First 5 Amador affirms that strong positive relationships with parents and caregivers are the most important factor in children's resilience and that all caregivers benefit from information, support, and social connection to enable children to thrive; and

WHEREAS, First 5 Amador has worked continuously to ensure that the Amador County workforce that supports families and young children have access to professional development opportunities that allow them to offer best practices in child development, social emotional learning and family support; and

WHEREAS, over the past nineteen years, First 5 Amador has been at the forefront of providing early childhood services, advocating for improved systems and supporting the capacity building of providers serving over 15,000 children and families and investing over \$7,000,000 in to the community.

NOW, THEREFORE BE IT RESOLVED, this Board of Supervisors, County of Amador, State of California, does hereby join colleagues, friends and family as they celebrate the mission of First 5 Amador and 20 years of dedicated service to Amador County children and families.

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 9<sup>th</sup> day of April 2019, by the following vote:

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



\_\_\_\_\_  
Brian Oneto, 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: April 23, 2019

## **SUBJECT**

American Legion Auxiliary: Presentation of a resolution proclaiming the month of May 2019 as Poppy Month in tribute to those who have made the ultimate sacrifice for our freedom.

## **Recommendation:**

Presentation only.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Presentation

## **ATTACHMENTS**

- [Resolution Poppy Month.docx](#)

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

IN THE MATTER OF:

RESOLUTION TO PROCLAIM THE  
MONTH OF MAY, 2019 AS POPPY  
MONTH IN TRIBUTE TO THOSE  
WHO HAVE MADE THE ULTIMATE  
SACRIFICE FOR OUR FREEDOM

RESOLUTION NO. 19-xxx

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, millions who have answered the call to arms have died on the field of battle; and

WHEREAS, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby proclaim the month of May 2019, as POPPY MONTH and Friday May 24<sup>th</sup> as National POPPY DAY, and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy during this month.

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 23<sup>rd</sup> day of April 2019, by the following vote:

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

\_\_\_\_\_  
Brian Oneto, 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: April 23, 2019

## **SUBJECT**

Surveying: Presentation of a Resolution in Honor of Steven Zanetta upon his Retirement from the County.

## **Recommendation:**

Presentation

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Presentation

## **ATTACHMENTS**

- [Resolution Zanetta Retirement.doc](#)

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING AND  
HONORING STEVEN ALAN ZANETTA  
FOR 18 YEARS OF SERVICE

RESOLUTION NO. 19-xxx

WHEREAS, Steven Alan Zanetta was born in Martinez, California on February 20, 1950, the youngest child of two children; and

WHEREAS, Steven attended Alhambra High School in Martinez, California, graduating in 1968; and

WHEREAS, Steven continued his education at California State University San Luis Obispo studying engineering; and

WHEREAS, Steven went to work for Contra Costa County in 1974, as an Engineering Technician which included party chief on the survey crew; it was there his interest in surveying became apparent. In 1989 Steven passed the test and became a licensed surveyor; and

WHEREAS, Steven was hired by Amador County Public Works Department as Public Works Surveyor on September 10, 2001. On June 1, 2002, Steven was hired by Amador County Surveying Department as Deputy Surveyor/Registrar of Voters. On October 22, 2015 Steven became County Surveyor; and

WHEREAS, Steven is married to his wife Jennifer for 45 years and has two children, Tasha and Jacob, and 6 grandchildren.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize and thank Steven Alan Zanetta for his dedication to the Surveying Department and the citizens of Amador County and congratulate him on his retirement.

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 23<sup>rd</sup> day of April, 2019, by the following vote:

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

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Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Administrative Agency: Discussion and possible action relative to adoption of a Resolution calling on the state to abandon the High Speed Rail Project.

## **Recommendation:**

Adoption of Resolution.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

- [Kern County Resolution.pdf](#)



**ZACK SCRIVNER**  
SUPERVISOR - SECOND DISTRICT

March 20<sup>th</sup>, 2019

The Honorable Brian Oneto  
Amador County Board of Supervisors  
810 Court St.  
Jackson, CA 95642

Dear Supervisor Brian Oneto,

At our March 12<sup>th</sup> meeting, the Kern County Board of Supervisors adopted a resolution calling on the state to abandon the High Speed Rail project, and use the approved funds for other, more useful infrastructure purposes. Governor Newsom himself said, "Let's be real. The current project, as planned, would cost too much and take too long." A majority of my colleagues and I here in Kern County wholeheartedly agree.

With this letter, I have included Kern County's resolution to abandon the project, and urge your Board to consider a similar resolution. If more elected bodies of California's 58 counties call on the state to abandon this flawed project, the greater the possibility the Legislature and the Governor will decide to abandon it completely. They can then reallocate the billions of dollars currently allocated to High Speed Rail to our crumbling highways and other important infrastructure needs.

Thank you for your time and consideration, and I would be happy to speak with you if you have any questions about our resolution to abandon the High Speed Rail project.

Regards,

A handwritten signature in blue ink that reads "Zack Scrivner". The signature is fluid and cursive, with the first name "Zack" and last name "Scrivner" clearly distinguishable.

ZACK SCRIVNER  
Second District  
Kern County Board of Supervisors



Section 1. WHEREAS:

- a) the California State Auditor has concluded the California High-Speed Rail Authority's (CHSRA) flawed decision making and ongoing poor contract management for high-value contracts have contributed to billions of dollars in cost overruns for completing the high-speed rail system; and
- b) the California State Auditor has concluded the CHSRA's decision to begin construction before completing proper planning has led to unmitigated risks which have contributed to \$600 million in cost overruns thus far for the three active Central Valley construction projects with another \$1.6 billion in additional costs needed to complete the projects; and
- c) the California State Auditor has concluded the CHSRA has not successfully enforced policies it adopted to address ongoing deficiencies with its contract management and the CHSRA cannot demonstrate that the large amounts it has spent on its contracts have been necessary or appropriate; and
- d) the California State Auditor has concluded that poor project management has caused a grant deadline extension to December 2022 and the CHSRA could miss the new deadline unless Central Valley construction progresses twice as fast as it has to date; and
- e) the California State Auditor has concluded missing the new 2022 deadline could expose the State of California to the risk of having to pay back as much as \$3.5 billion in federal funds; and
- f) the California State Auditor has concluded the CHSRA has partially offset Central Valley cost overruns, as well as those projected elsewhere in the system, by planning to share existing rail infrastructure where possible, however the CHSRA acknowledges that it has identified every feasible option to do so and therefore cannot continue to use this approach to offset costs; and
- g) the Federal Railroad Administration (FRA) intends to terminate Cooperative Agreement No. FR-HSR-0118-12-01-01 effective March 5, 2019 (Agreement); and
- h) following termination FRA intends to promptly de-obligate the full \$928,620,000 stipulated under the Agreement; and
- i) FRA has determined that CHSRA has materially failed to comply with the terms of the Agreement and has failed to make reasonable progress on the high-speed rail project and will not complete the project by the end of the Agreement's period of performance in 2022; and
- j) during his recent State-of-the-State address, Governor Newsom presented a new proposal that represents a significant retreat from the state's initial vision and commitment and frustrates the purpose for which federal funding was awarded;
- k) during his recent State-of-the-State address, Governor Newsom stated: "Let's be real. The project, as currently planned, would cost way too much and take too long. There's been too little oversight and not enough transparency... there simply isn't a path to get from Sacramento to San Diego, let alone from San Francisco to LA."

- l) current construction is only from Madera to Shafter – a full 50 miles short of Merced to Bakersfield.

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. The State of California's High-Speed Rail Project has wasted billions of dollars with minimal progress. Given the undisputed facts, the County of Kern requests immediate abandonment of the high-speed rail project and requests that any remaining state funds available from the project are redirected to local programs that will provide immediate benefit to our residents here in the Central Valley and throughout the state.
2. The Clerk of the Board shall transmit copies of this Resolution to the following:

Governor Gavin Newsom  
1303 10th Street, Suite 1173  
Sacramento, CA 95814

Brian Kelly, CEO  
California High-Speed Rail Authority  
770 L Street, Suite 620  
Sacramento, CA 95814

Senate President pro Tempore Toni Atkins  
State Capitol, Room 205  
Sacramento, CA 95814

State Senator Shannon Grove  
State Capitol, Room 305  
Sacramento, CA 95814

State Senator Melissa Hurtado  
State Capitol, Room 2054  
Sacramento, CA 2054

Speaker of the Assembly Anthony Rendon  
Capitol Office, Room 219  
Sacramento, CA 94249

Assembly Member Vince Fong  
Capitol Office, Room 2002  
Sacramento, CA 94249

Assembly Member Rudy Salas  
Capitol Office, Room 4016  
Sacramento, CA 94249

# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Chamber of Commerce: Discussion and possible action regarding Transient Occupancy Tax (TOT) funds request.

## **Recommendation:**

Approve request for funds

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Auditor

## **ATTACHMENTS**

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# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Amador Resource Conservation District: Presentation by Ms. Amanda Watson regarding an update on current projects.

## **Recommendation:**

Presentation only.

## **4/5 vote required:**

No

## **Distribution Instructions:**

None

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: April 23, 2019

## **SUBJECT**

Discussion and possible action relative to a recommendation by the CAO to appoint George Allen as the County Surveyor upon the retirement of Steve Zanetta on April 26, 2019 and to change the operating practices of the Surveying Department.

## **Recommendation:**

Appoint George Allen as County Surveyor effective April 26, 2019, and approve the policy changes as outlined in the attached memo.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk, Surveying Department

## **ATTACHMENTS**

- [19-04-23 - County Surveyor.pdf](#)




**AMADOR COUNTY  
ADMINISTRATIVE AGENCY**

County Administration Center  
810 Court Street • Jackson, CA 95642-9534  
Telephone: (209) 223-6470  
Facsimile: (209) 257-0619  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

April 17, 2019

**MEMORANDUM**

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: Appointment of a new County Surveyor and Proposed Changes to the Operating Practices of the Surveying Department

The current County Surveyor, Steve Zanetta, is retiring at the end of the month. I am proposing to replace him with a part-time surveyor that would work approximately 15-20 hours per week. The rate of subdivision map and lot split submittals has diminished to the point that a part-time surveyor could handle this workload.

George Allen, the County Surveyor prior to Mr. Zanetta, is interested in taking on this part-time work. As a retired annuitant, Mr. Allen can work no more than 960 hours per year, and this plan would allow that. In the event that additional hours are needed, we will utilize a consultant or identify other options to resolve an immediate need. Mr. Zanetta has also indicated that he would welcome a part-time position after his PEPPRA-imposed six month separation from the County has ended. I anticipate that we will utilize both individuals to accomplish the work in the future.

If the Board approves this plan, we are proposing to have the County Surveyor in the office every Monday, Tuesday and Thursday from 9:00am until 2:00pm. The County Surveyor would also be available by phone or by appointment if needed. The current staff would be available to help the public access records during regular business hours, five days a week, although there would be a regular closure for lunch, which will be posted. This schedule will be subject to change as circumstances arise, and we will work to give as much notice as possible for any changes.

I have met with a few local surveyors, and they understand the nature of this move. Their primary concern is access to the records, which will be mostly maintained at its current status. There will be periods where vacations and sick leave may require an office closure. Wherever possible, advance notice will be given for office closures.

The hourly rate for the County Surveyor will be paid as a 20 year employee under the current Management Resolution, which yields an hourly rate of \$53.01/hr, and a 5% stipend for the increased duties is being negotiated with SEIU for the increased duties of the remaining staff.

Mr. Allen has worked well in this position previously and is well known in the community. We are fortunate to have him available to us.

### **RECOMMENDATION**

Approve the changes to operations outlined above and approve the appointment of George Allen as the County Surveyor

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: April 23, 2019

## **SUBJECT**

Discussion and possible action relative to the assignment of duties to assist economic development activities in Amador County. Approval of new Management and Confidential Employee resolutions and new job descriptions if agreeable.

## **Recommendation:**

If the proposed solution is acceptable, approve the attached revised job descriptions and attached resolutions for Management and Confidential employees reflecting these changes.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk, Auditor, HR, GSA

## **ATTACHMENTS**

- [Confidential Wages](#)
- [Confidential\\_Resolution\\_04.23.2019\\_DRAFT.docx](#)
- [Management\\_Resolution\\_4.23.19\\_DRAFT.docx](#)
- [Management Wages 4.23.19.pdf](#)
- [Director of General Services Administration Job Desc.docx](#)
- [Purchasing Manager Job Descr.doc](#)
- [19-04-23 - Economic Development memo.pdf](#)



**APPENDIX A**  
**CONFIDENTIAL UNIT CLASSIFICATION AND WAGE PLAN**  
**1.% INCREASE - EFFECTIVE 10/01/18**

Pay ranges for nonexempt classifications are as set forth below:

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr
2176	Accountant I*	26.34	27.66	29.04	30.49	32.02	32.82	33.64	34.48
1195	Administrative Assistant II	16.53	17.36	18.22	19.14	20.09	20.59	21.11	21.64
2040	Administrative Legal Secretary	24.98	26.23	27.54	28.92	30.36	31.12	31.90	32.70
1839	Administrative Supervisor (SO)	22.97	24.12	25.32	26.59	27.92	28.62	29.33	30.07
2336	Clerk Of the Board	27.94	29.34	30.80	32.34	33.96	34.81	35.68	36.57
1312	Deputy Board Clerk I	17.70	18.59	19.51	20.49	21.51	22.05	22.60	23.17
1491	Deputy Board Clerk II	19.49	20.46	21.49	22.56	23.69	24.28	24.89	25.51
1735	Deputy Board Clerk III	21.93	23.03	24.18	25.39	26.66	27.32	28.01	28.71
1739	Finance Technician (DA)	21.97	23.07	24.22	25.43	26.70	27.37	28.06	28.76
1911	Human Resource Technician	23.69	24.87	26.12	27.42	28.80	29.52	30.25	31.01
2314	Human Resource Specialist	27.72	29.11	30.56	32.09	33.69	34.54	35.40	36.28
2420	Paralegal (CC)	28.78	30.22	31.73	33.32	34.98	35.86	36.75	37.67
1926	Payroll Specialist I	23.84	25.03	26.28	27.60	28.98	29.70	30.44	31.21
2263	Payroll Specialist II	27.21	28.57	30.00	31.50	33.07	33.90	34.75	35.62
1991	Records and Volunteer Administrator**	24.49	25.71	27.00	28.35	29.77	30.51	31.27	32.06
2633	Senior Administrative Analyst	30.91	32.46	34.08	35.78	37.57	38.51	39.47	40.46

Pay ranges for exempt classifications are as set forth below:

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr
3717	Dep County Counsel I	41.75	43.84	46.03	48.33	50.75	52.02	53.32	54.65
4135	Dep County Counsel II	45.93	48.23	50.64	53.17	55.83	57.22	58.65	60.12
4591	Dep County Counsel III	50.49	53.01	55.67	58.45	61.37	62.91	64.48	66.09
3218	Human Resources Administrative/Risk Manager	36.76	38.60	40.53	42.55	44.68	45.80	46.94	48.12
2289	Executive Assistant	27.47	28.84	30.29	31.80	33.39	34.22	35.08	35.96
3124	Budget Analyst	35.82	37.61	39.49	41.47	43.54	44.63	45.74	46.89

\*Updated Retroactive 09/01/2017

\*\* Updated Retroactive to 10/1/2017



## **BENEFIT PACKAGE**

7. **Voluntary Reduced Work Schedule:** Effective July 1, 2015, employees have the option to continue their voluntary reduced work schedule of 156.6 hours per month, request a voluntary reduced work schedule of 156.6 hours or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.

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

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

9. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit Bargaining Group.

- A. The premium cost share will be 87.5% paid by the employer and 12.%% paid by the employee for plan years after 2017.
- B. For full-time confidential employees, a cash payment of \$466.10 shall be paid to all confidential employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total is \$506.08. Part-time Confidential employees are entitled to a pro-rated cash payment in lieu of major medical insurance, subject to the same terms and conditions as listed above.

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

- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of 96 hours per year.
- B. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue 8 hours sick leave per month up to a maximum of 96 hours per year
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours

may, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.

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

- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 130.5 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours, they will accrue eight (8) hours of vacation leave for every 117.45 hours of service, which accrual will be credited monthly.
- B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 99.43 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 89.49 hours of service, which accrual shall be credited monthly.
- C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- D. Employees in this unit may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in Amador County #2-230 has been met.

12. **Holiday Leave:** Confidential employees will receive the same paid holiday leave as the County's General Unit bargaining group. For employees taking the voluntary reduced work schedule of 156.6 hours per month, 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 and/or CTO leave. If vacation and/or CTO are not available, employees will be docked the difference in pay.

13. **Administrative Leave:** Exempt professional classifications (*i.e.* Deputy County Counsel I, II and III) shall accrue up to five (5) days of Administrative leave each calendar year at the rate of 8 hours of Administrative leave for every 417.6 hours of service, credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours, they will accrue up to five (5) days of Administrative leave each calendar year at a rate of 8 hours of Administrative leave for every 375.84 hours of service, credited monthly, subject to the following conditions:

- A. An eligible employee may accrue Administrative leave up to a maximum amount equal to twice their current annual Administrative accrual rate (*i.e.*, 10 days). Accrual of Administrative leave shall cease when the maximum amount of Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued Administrative leave is below the maximum allowed accrual.
- B. Eligible employees must pass their probationary period before leave can be utilized.

- C. The probationary period for Administrative employees, for purposes of Administrative leave benefits, shall be twelve (12) months.
- D. Part-time employees will have the leave pro-rated based on the number of hours worked.
- E. An eligible employee who separates from County employment will not be paid in cash for any unused Administrative leave. However, if an employee transfers to another unit that has no Administrative leave, the employee will be paid off in cash.

14. **Bar Dues:** The County shall pay for employees the cost of the State Bar Association dues necessary for the employee to practice law in California. The County shall pay for the minimum cost of the dues only (referred to on State Bar Membership Statement as membership fees) and shall not pay for any additional options such as CDCBA, CSCHS, lobbying, etc.

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

15. **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. Effective 4/1/18, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contributions are first permissible, the county will contribute fifty dollars (\$50) per month to the section 457 deferred compensation account of each employee who contributes at least fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the county match will no longer apply.

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

## **INTERNSHIP PROGRAM**

On July 29, 2003, the Board of Supervisors adopted the Use of Interns Policy #2-244 which authorized County departments to hire interns as temporary employees. All placements are contingent upon departmental budget appropriations and County Administrative Officer approval of such requests for temporary help.

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

No interns may be paid in excess of \$12.00 per hour, with the exception of legislative or legal interns.

**EFFECTIVE DATE**

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23rd day of April 2019, by the following vote:

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

NOES: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy



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.

4. Effective retroactive to October 1, 2017, longevity pay will be granted to all members of this unit for 10, 15 and 20 years in 2.5% increments under the same terms and conditions as the County's General Unit bargaining Group

## **BENEFIT PACKAGE**

5. **Voluntary Reduced Work Schedule:** Effective July 1, 2015, employees have the option to continue their voluntary reduced work schedule of 156.6 hours per month, request a voluntary reduced work schedule of 156.6 hours or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
6. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered through the County (Local Safety Members for Undersheriff and Chief Probation Officer, Local Prosecutors for Chief Assistant District Attorney, and Local Miscellaneous Members for all other unit members), as such programs may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
  - A. Effective October 1, 2011, the EPMC shall be 1% for all employees except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. For those employees, the EPMC shall be 3%.
  - B. Effective July 1, 2014, the EPMC for members of the Board of Supervisors shall be 4% (Board Members will be paying 3% of their CalPERS Member Contributions) and effective July 1, 2015 EPMC shall be 1% (Board Members will be paying an additional 3% of their CalPERS Member Contributions, for a total CalPERS Member Contribution by Board Members of 6%).
  - C. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of the normal cost as determined by CalPERS.
  - D. Effective July 1, 2016 all Classic employees shall pay seven percent (7%) of the EPMC. This means all Classic employees will be paying their full 7% of their EPMC except for the Undersheriff, the Chief Probation Officer, and the Chief Assistant District Attorney. These employees will be paying 7% of their EPMC and the County will be paying 2% of their EPMC.
  - E. The reduction in EPMC listed above shall not apply to other employees whose benefits are the equivalent to those provided to Management members, such as the County Administrative Officer, or to elected officials, unless specifically adopted by contract or resolution dated after the effective date of this Resolution.
7. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group except for the Undersheriff and the Chief Probation Officer, who shall be eligible for the same group health insurance programs provided to the County's law enforcement bargaining units. The County will pay the cost of health, vision, dental, and life insurance for all Management employees and their dependent.



- A. Effective January 1, 2017, all employees will contribute 2.5% of the total cost of the insurance premiums towards their insurance premiums and the County will be contributing 97.5 % of their insurance premiums
  - B. A cash payment of \$506.82 per month shall be paid to all Management employees in lieu of major medical insurance benefits, provided, however, that employee must have on file with the Auditor an affidavit confirming that other major medical insurance has been obtained.
  - C. Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Management employees, to the extent said insurance programs allow, at the retired employee's expense.
8. **Sick Leave:** Employees herein shall accrue eight (8) hours paid leave of absence for illness or injury to the employee or the employee's minor children for every 174 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month they will accrue 8 hours sick leave per month.
- A. Unused sick leave shall accrue from year to year.
  - B. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
9. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (all other terms and conditions shall be the same as the County's General bargaining group):
- A. Vacation leave shall be earned and accrued at the rate of sixteen (16) hours of vacation leave for every 174 hours of service. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue sixteen (16) hours of vacation for every 156.6 hours worked.
  - B. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's vacation leave is below the maximum allowed accrual.
  - C. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (#2-230) has been met.
10. **Holiday Leave:** Management employees will receive the same paid holiday leave as the County's General Unit bargaining group with the exception of the Undersheriff, Chief Probation Officer and Chief Assistant District Attorney. For employees taking the voluntary reduced work schedule of 156.6 hours per month, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay
11. **Management/Administrative Leave:** Management employees shall accrue up to five (5) days of Management/Administrative Leave each calendar year. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate. Part-time Management/Administrative employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work. 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. For calendar year 2018, this leave will be considered effective and credited January 1, 2018.

12. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. Effective 4/1/18, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contributions are first permissible, the county will contribute fifty dollars (\$50) per month to the section 457 deferred compensation account of each employee who contributes at least fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the county match will no longer apply.
13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to **non-smoking** Management employees who participate in an organized fitness program or organized weight-reduction program.

### **EFFECTIVE DATE**

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23<sup>rd</sup> day of April 2019 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**  
**1.% INCREASE - EFFECTIVE 10/01/18**

Classifications	Monthly Salaries	10 yr	15 yr	20 yr
Agricultural Commissioner	\$8,725	\$8,944	\$9,167	\$9,396
Agricultural Commissioner/Air Pollution Control Officer*	\$9,695	\$9,937	\$10,186	\$10,440
Community Development Director	\$11,236	\$11,517	\$11,805	\$12,100
County Counsel	\$12,468	\$12,780	\$13,099	\$13,427
County Surveyor/Chief Deputy Registrar of Voters	\$8,565	\$8,779	\$8,998	\$9,223
Director of Public Works Agency**	\$10,701	\$10,968	\$11,242	\$11,523
Director of Solid Waste/Air Pollution Control Officer	\$9,265	\$9,497	\$9,734	\$9,977
District Attorney, Chief Assistant	\$11,861	\$12,157	\$12,461	\$12,773
General Services Administration Director***	\$12,708	\$13,026	\$13,351	\$13,685
Health and Human Services Director	\$12,328	\$12,636	\$12,952	\$13,276
Health Officer (Part-time position)	\$6,935	\$7,109	\$7,286	\$7,469
Human Resources Director	\$9,541	\$9,779	\$10,024	\$10,274
Information Technology Director	\$9,869	\$10,116	\$10,369	\$10,628
Probation Officer, Chief	\$12,328	\$12,636	\$12,952	\$13,276
Public Services Director	\$7,579	\$7,769	\$7,963	\$8,162
Undersheriff	\$12,328	\$12,636	\$12,952	\$13,276
Veterans Services Officer	\$6,203	\$6,358	\$6,517	\$6,680

\*If the Air Pollution Officer Classification is assigned to the Agricultural Commissioner, the pay will reflect a 10% increase (See Agricultural Commissioner/Air Pollution Control Officer)

\*\*12/20/2017 Position added

3/20/2018 Longevity Added per Resolution approved by the Board

07/24/2018 Community Development Director received a 5% increase

05/01/2019 General Services Director - 7% wage increase is due to additional duties for one particular assignment in GSA related to Economic & Development Program

## **DIRECTOR OF GENERAL SERVICES ADMINISTRATION**

### **DEFINITION**

Under administrative direction, to plan, organize, direct, and manage the County General Services Department, including Departments and/or Divisions of Motor Pool and Fleet, Purchasing, Animal Control, Public Defender, Mail, Libraries, Museums, Telecommunications, Information Technology, Building and Grounds Maintenance, Economic Development, real estate, capital projects, and property management services; to perform special assignments and projects as directed from the Board of Supervisors; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a Department Head position, reporting directly to the Board of Supervisors, with general responsibility for the Management of the County General Services Department. The position also receives administrative direction from the County Administrative Officer.

### **REPORTS TO**

Board of Supervisors

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Purchasing Manager, County Librarian, Information Technology Director, Motor Pool Supervisor, Museum Curator, Sr. Administrative Analyst, Animal Control Director, Facilities Project Manager; other classes as assigned.

## **EXAMPLES OF DUTIES**

Plans, organizes, coordinates, and directs the programs and operations of the General Services Department and its divisions and subordinate Departments; Plans, organizes and directs Economic Development programs and activities for the County; oversees operations and subordinate managers responsible for:

- purchasing functions
- formal bid and contracting processes
- Grant application and administration related to General Services
- maintenance and repair of fleet vehicles; and purchasing of new and used vehicles and equipment;
- County building maintenance, repair, remodeling, and new construction;
- Capital projects
- Leases for buildings and office space and real estate acquisition; data processing and information technology support services,
- telephone and radio maintenance, repair and acquisitions;
- County Library system;
- Museum, archives, and historical monuments;
- coordinates recreation services, including the maintenance, repair, and capital improvement of facilities;

Preparation and presentation of comprehensive administrative, fiscal, and technical reports; prepares correspondence as required; directs, coordinates and participates in the development and implementation of Department goals, objectives, policies, procedures and priorities; provides staff leadership on policy planning and direction for departmental activities; directs and reviews administration of grants and contracts and the preparation and administration of the Department and division budgets; directs the forecasting of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; insures the accomplishment of Department objectives within budget constraints; coordinates Department functions and activities with other departments and outside agencies; selects, supervises, and evaluates managerial, professional, technical and clerical personnel; performs special assignments for the Board of Supervisors; interprets policies and regulations for the public; represents the Department with other government agencies.

## **TYPICAL PHYSICAL REQUIREMENTS**

Frequently sit for extended periods; 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.

## **DIRECTOR OF GENERAL SERVICES ADMINISTRATION - 3**

## **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; occasionally works outside; continuous contact with staff and the public.

## **DESIRABLE QUALIFICATIONS**

### Knowledge of:

- Purchasing methods and procedures, including development of bid packages and the administration of bidding procedures.
- Economic development principles and practices for encouraging and promoting economic growth in County
- Building maintenance methods, techniques, and equipment.
- Vehicle and mechanical equipment maintenance and repair.
- Principles and practices of public administration, organization, and management.
- Principles, practices and procedures of budget preparation, administration and control.
- Federal, State, and local laws, rules, regulations and procedures applicable to County General Services functions.
- Principles of Leadership and management for programs and assigned staff
- Principles and procedures of personnel management such as supervision, selection, training, discipline and performance evaluation.

### Ability to:

- Plan, organize, direct, and manage a broad program of general and support services for the County government.
- Plan and organize Economic Development programs and operations, and engage business and community partners in promoting County economic growth.
- Evaluate and improve the methods and procedures through which services are provided for other County Departments.
- Develop budgets and control expenditures.
- Direct the preparation of and prepare clear, concise reports.
- Communicate effectively both orally and in writing.
- Select, supervise, train, and evaluate managerial, professional, technical and clerical staff.
- Effectively represent the General Services Department in contacts with other County Departments, the public, community and business partners and other government agencies.
- Establish and maintain cooperative working relationships with other County staff and managers, community and business partners.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Broad and extensive work experience, preferably in a governmental setting, in planning or coordinating large-scale and diversified support services such as communications, purchasing, economic development motor pool, or building maintenance, including at least three (3) years in a management or supervisory capacity.

Completion of advanced education in public administration, business administration or a related field is highly desirable.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

## **PURCHASING MANAGER**

### **DEFINITION**

Under direction, plans, organizes, directs and controls purchasing operations and activities for the County and its Departments; responsible for directing purchases of materials, supplies, equipment and resources, conducts fiscal management and auditing of budget related to purchasing and the General Services Agency budgets; prepares reviews and issues requests for proposals for contracts relating to County operations, and negotiates and monitors approved contracts; prepares the annual GSA budget and monitors the monthly revenue and spending patterns of the Department; Manages and directs support for County vehicle and fleet operations; Directs and performs cost accounting and/or oversees preparation of cost reports; The position supervises and evaluates the work of the purchasing, fiscal and administrative staff within the Department.

### **DISTINGUISHING CHARACTERISTICS:**

This single position classification reports to the General Services Director, and is responsible for managing and directing County-wide purchasing operations. The position is also responsible for fiscal operations, fleet management and support, and budget preparation and monitoring in the General Services Agency. The class is distinguished from that of General Services Director by its focus on purchasing, contracts process, fleet management and budget activities, and by the latter's responsible for managing and direction the entire operations of that agency.

### **CLASSIFICATIONS SUPERVISED**

This classification exercises direct supervision over assigned purchasing, fiscal and administrative staff.

### **EXAMPLES OF DUTIES:**

- Plans, organizes, directs and controls the purchase of services, supplies and equipment for all County Departments.
- Reviews centralized and more complex specific purchasing matters, and directs preparation of purchase orders, RFP's.
- Resolves difficult or complex purchasing contracts and purchase orders.
- Reviews technical requirements, reports and processes generated by other staff, and makes administrative and technical decisions as to conformity to process, legal requirements for purchasing, and the goals and objectives of the County purchasing program



- Responsible for fiscal operations of the General Services Agency. Department.
- Develops purchasing, contracts, and fiscal policies and procedures for the Department and insures they are consistent with County policies.
- Establishes and maintains internal accounting controls for the General Services Agency.
- Manages and directs support for fleet and motor pool operations, record-keeping, and related registration, insurance and accident processing.
- Meets with Department Heads and other agency staff to plan and resolve purchasing matters to ensure process works smoothly and timely.
- Trains, evaluates, and supervises subordinate staff in purchasing, contracts, RFP's and budget and fiscal matters.
- Evaluates and determines the relative priorities of the procurement and materials purchasing processes.
- Performs cost accounting, cost allocations, and cost reports for covered programs and departments.
- Prepares the annual GSA budget(s) in collaboration with the Agency Director; monitors the budget(s) on a monthly basis and keeps the Agency Director informed on the status of revenue and expenses.
- Prepares deposits from permit receipts, tracking revenues and posting revenue to appropriate accounts.
- Gathers supporting documentation for budget changes and new requests.
- Responsible for supervision of and preparation of department payroll.
- Serves as a liaison for the Agency with other organizations and outside agencies related to funding and fiscal matters.
- Serves as department liaison with the County Auditor's Office, Outside Auditors, State Auditors and Federal Auditors.

- Oversees the accounts payable, cash management, budget modification, special funding reimbursement programs, invoicing, and financial assessment processes.
- Negotiates and prepares Requests for Proposals, contracts, and contract amendments; monitors progress of executed contracts.
- Prepares and submits activity reports and reports required by other government agencies.
- Maintains, prepares, and submits payroll documents and records.
- Oversees the information management activities in the Department; serves as department liaison on new technology issues and projects.
- Prepares various management reports to assist in making operational decisions re: productivity, budget, etc.
- Composes and compiles correspondence, informational material, and documents.
- Operates computers to maintain and update files and databases; generates computer reports.
- Assumes responsibility for day-to-day office administrative work, functions, and services through scheduling and coordinating Department staff under assigned direct supervision.
- Performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS and WORKING CONDITIONS**

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 audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

### **MINIMUM QUALIFICATIONS:**

#### Knowledge of:

- Laws and state and County policies and regulations regarding the purchasing of equipment, supplies and materials for a public agency;
- County policies, rules, and regulations.
- Operations, services, rules, policies, and procedures of the Agency;
- Applicable state guidelines and regulations relating to the operations and management of the Agency.
- Principles and practices of purchasing and budget development administration and control.
- Principles and practices of grant development and administration.
- Fiscal analysis and statistical techniques.
- Software applications related to fiscal work.
- Methods and techniques of establishing and maintaining filing and information retrieval systems.
- Purchasing methods and procedures.
- Principles and practices of account and statistical recordkeeping.

- Supervision, training, and performance evaluation.
- Principles and practices, rules and regulations of general accounting.
- Rules on confidentiality of records and file maintenance.
- Methods and techniques of preparing financial reports, statements and records.
- Methods and techniques of evaluating and auditing programs.

Ability to:

- Perform a wide variety of complex and specialized purchasing management and fiscal support work;
- Perform governmental cost accounting and budgeting duties.
- Supervise, train, and evaluate the work of assigned staff.
- Delegate assignments to subordinate staff.
- Develop and implement purchasing, financial controls and administrative processes.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Agency's fiscal operations.
- Gather, organize, analyze, and present a variety of financial data and information.
- Communicate the information to the Director, special committees and the other interested parties.
- Prepare, clear, concise and accurate financial records and reports.
- Use a personal computer and appropriate software for word processing, recordkeeping, and fiscal functions.
- Effectively represent the County and the Agency in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Understand and carry out oral and written directions.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

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:

Coursework in accounting, finance, business administration, or related field.  
A bachelor's degree is preferred.

Experience:

Three (3) years of increasingly responsible experience performing a variety of complex purchasing, fiscal duties and technical support responsibilities, preferably in a governmental setting.

Special Requirements:

Possession of an appropriate, current, and valid California Driver's License issued by the Department of Motor Vehicles.



**AMADOR COUNTY  
ADMINISTRATIVE AGENCY**

County Administration Center  
810 Court Street • Jackson, CA 95642-9534  
Telephone: (209) 223-6470  
Facsimile: (209) 257-0619  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

April 17, 2019

**MEMORANDUM**

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer

A handwritten signature in dark ink, appearing to be "CI", is written over the name "Chuck Iley".

RE: Economic Development Staff

The Economic Development Ad-Hoc Committee is recommending that the functions of an Economic Development Director be taken on by current staff rather than by hiring an additional County Employee.

The duties would be assigned to the General Services Director, which would be assisted by the current staff. In order to free up time for the accomplishment of those duties, the current purchasing staff would be reclassified and would perform more management of the process than had been previously performed with less oversight. This staff would be able to pursue the goal for economic development that were laid out by the committee, although there will be reduced capacity over a full-time position.

It is anticipated that The GSA Director and the Senior Administrative Analyst would each utilize approximately 10% of their time in pursuit of economic development and grants, and this amount would be reflected in a separate budget to be approved at a future Board meeting if approved. Both of these employees, plus the Purchasing Assistant, which would be reclassified as a Purchasing Manager, would receive 7% stipends for the increased duties. With these cost increases, plus the shift of costs, the cost to the General Fund would increase by approximately \$38,000 annually.

I have attached revised job descriptions for the GSA Director and Purchasing Manager. The Analyst would receive the increase via stipend rather than adjust the entire class. In order to effectuate this change, the Board will need to approve new resolutions for both the Management and Confidential Units, which have been included in the packet and are ready for approval if the Board should so desire.

The achievements of this new structure will be monitored by staff and periodic, public presentations by staff as to that progress will be made to the Board as frequently as desired by the Board. Changes can be made if necessary to address issues or needs that might arise.

### **RECOMMENDATION**

Approve the proposal by the Economic Development Committee. Approve the new job descriptions for the GSA Director and the Purchasing Manager. Approve the Management and Confidential Employee Resolutions.

# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Minutes: Review and possible approval of the April 9, 2019 Board of Supervisors Meeting Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Amador County Recreation Agency: Discussion and possible action relative to a Public Hearing to consider:

1. Adoption of the updated Park Impact Fee Nexus Study; and
2. Adoption of a Resolution to implement the revised Park and Recreation Impact Fees in accordance with the approved Nexus Study; and

Discussion and possible action relative to adoption a Memorandum of Understanding among the County of Amador, the Cities of Amador City, Ione, Jackson, Plymouth and Sutter Creek, The Amador County Unified School District and the Amador County Recreation Agency.

## **Recommendation:**

Pleasure of the Board.

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

ACRA, Auditor, Budget Director

## **ATTACHMENTS**

- [BOS Memorandum for Master Plan \(1\).doc](#)
- [Resolution for the updated Nexus Study 4.3.19 \(1\).docx](#)
- [MEMORANDUM OF UNDERSTANDING\\_ACRA.docx](#)
- [Exhibit A, Capital Improvement Plan.docx](#)
- [Exhibit B ACRA Park Nexu Final 012618 \(1\).pdf](#)
- [Exhibit C Regional Park Impact Fee - Policies & Procedures \(1\).docx](#)



## ACRA's Request for Approval of the ACRA Park and Recreation Master Plan, updated September, 2016, and related documents.

In 2016, Foothill Associates was hired to update the ACRA Park and Recreation Master Plan, including the facilitation of a needs assessment.

SCI Consulting Group was retained by Foothill Associates to prepare the Park Impact Fee Nexus Study, in conjunction with the ACRA Park and Recreation Master Plan Update. The purpose of the Nexus Study is to establish the legal and policy basis for the imposition of updated park impact fees on new residential development in Amador County. The Nexus Study presents findings that meet the procedure requirements of the Mitigation Fee Act, also known as AB 1600.

The Nexus Study utilizes a per capita-standard based methodology to determine the park impact fee because the need for and demand for park and recreational services is driven by its service population. Using this open-ended approach has resulted in an overall reduction in the amount of impact fees that can be collected for each new housing start.

Once the Master Plan and Nexus Study were completed, a Technical Advisory Committee (TAC) formed to review these documents. The committee was composed of the City Managers for each of the jurisdiction, with the exception of Amador City, and the County CAO. This Committee drafted the supporting documents: 1) the Memorandum of Understanding between the Member Jurisdictions and ACRA; 2) the Regional Park Impact Fees Capital Improvement Plan, and (3) the Policies and Procedures for administering the Regional Park Impact Fees.

Before the updated Master Plan and Nexus were presented to the member jurisdictions, TAC felt it necessary that the ACRA Joint Powers Authority Agreement be revised, which among other things, secured a permanent funding source for the Agency. As of September 20, 2018, the revised JPA Agreement has been approved and signed by all member jurisdictions

Once the Master Plan and supporting documents are approved by all the member jurisdictions, part of the Park Impact Fees on all new development in each jurisdiction will be levied on behalf of ACRA in the amount of \$3,293. These fees will be used for capital improvement in the regional park and recreation facilities, community use facilities, and aquatic facilities. The ACRA Board will administer the Park Impact Fees collected and determine which projects are approved for funding.

Regional parks are defined as park and recreational areas that "serve the entire County and beyond." They are usually large sites and include uses and features that make the site

unique. They also focus on a mixture of active and passive recreational activities. The current and proposed regional parks are Pioneer, Mollie Joyce, Howard, Oro de Amador and the new Plymouth park.

The Total Justified Single-Family Home Park Impact Fee varies with each jurisdiction. The difference between the Total Justified Park Impact Fees and those levied on behalf of ACRA will be used by the individual jurisdiction for capital improvements to community parks within that jurisdiction. Each jurisdiction will administer that part of the Park Impact Fees collected within their jurisdiction for community parks and determine which projects are approved for funding.

ACRA requests that the Board of Supervisors approve the ACRA Park and Recreation Master Plan updated September 2016, the Nexus Study, and supporting documents only as they apply to the \$3,293 levied on behalf of ACRA for use in the Regional Parks.

The Board may choose at this time to also approve that part of the Nexus Study that applies to the community parks portion of the mitigation park impact fees collected in the unincorporated areas of the County.

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

IN THE MATTER OF:

RESOLUTION ADOPTING THE UPDATED                    )  
PARK IMPACT FEE NEXUS STUDY AND                    ) RESOLUTION NO. 19-XXXX  
REVISING THE AMOUNT OF THE FEE                    )

WHEREAS, The Mitigation Fee Act (Section 66000 *et seq* of the California Government Code) counties are authorized to levy fees on development projects to help defray the costs of public facilities that will be needed to serve the proposed development. State law further requires that cities establish a "nexus" or linkage between the fees being assessed and the actual impacts of development on the local public facilities infrastructure; and

WHEREAS, California law requires that the nexus studies upon which development fee ordinances are based be periodically updated; and

WHEREAS, Amador County originally approved a nexus report and implemented the Park and Recreation Impact Fee in 2007; and

WHEREAS, the justifiable fee determined by the original 2007 nexus report was \$8,670 per dwelling unit; however, the fee ultimately adopted by the County was \$4,300; and

WHEREAS, the Amador County Recreation Agency ("ACRA"), the public agency that prepared the initial nexus report, initiated a review of the original nexus report to ensure that methodologies, assumptions, and calculations remained appropriate and that any changed circumstances were appropriately addressed; and

WHEREAS, SCI Consulting Group Inc. has prepared for ACRA an updated "Park Impact Fee Nexus Study" dated February 2018 ("Updated Nexus") to be used by each member agency to update their respective impact fees; and

WHEREAS, the Updated Nexus proposes to separate the impact fee into two separate components, a regional fee and a local fee, applicable to each jurisdiction; and

WHEREAS, the Updated Nexus determined that the justified regional impact fee is \$3,293 per single family housing and \$3,085 per multi-family housing. The Updated Nexus determined that the justified unincorporated county fee is \$406 per single family housing and \$364 per multi-family housing; and

WHEREAS, the County has made available to the public for review at least ten (10) days prior to the meeting the Updated Nexus Study, including data indicating the amount of the estimated cost required to provide the public facilities necessary and the revenue sources anticipated to fund those public facilities; and

WHEREAS, no interested party had timely filed a written request for notice of the adoption of new or increased fees; and

WHEREAS, at least one public hearing was conducted regarding the proposed new or increased fees as part of a regularly scheduled meeting at which oral or written presentations could be made. The date, time and place of the public hearing was duly noticed in accordance with the Government Code; and

WHEREAS, in considering approval of the Updated Nexus, the County is merely creating a funding mechanism to ensure that new development in the County mitigates its impacts on public infrastructure. The County is not committing to implement any specific capital facilities project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador as follows:

1. The adoption of this Resolution is not subject to the California Environmental Quality Act ("CEQA") because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures (CEQA Guidelines Section 15061(b)(3)). Further, adoption of this Resolution is statutorily exempt pursuant to CEQA Guidelines section 15273(4) [Rates, Tolls, Fares, and Charges for obtaining funds for capital projects necessary to maintain service within existing service area].

2. The County approves and adopts the updated Park Impact Fee Nexus Study prepared by SCI Consulting Group dated February 2018. The Park Impact Fee Nexus Study updates and re-establishes the reasonable relationship between the need for capital facilities improvements that arise as a result of new development in the County, and presents a reasonable basis on which to update the Park and Recreation Impact Fee.

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3. Effective on and after \_\_\_\_\_, the regional and local components of the Park and Recreation Impact Fees set forth below shall be imposed unless otherwise amended by resolution of the Board of Supervisors:

	Single Family	Multi-Family
Regional (ACRA)	\$3,293	\$3,085
Local (unincorporated)	\$406	\$364

4. As provided by Amador County Code section 7.90.140, the adopted fees set forth above shall be adjusted automatically on July 1<sup>st</sup> of each fiscal year by a percentage equal to the appropriate engineer cost index as published by Engineering News-Record, or its successor publication, for the proceeding twelve months.

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 \_\_\_\_th day of April 2019, by the following vote:

AYES:

NOES:       None

ABSENT:     None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

By: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
AMONG THE CITIES OF AMADOR CITY, IONE,  
JACKSON, PLYMOUTH AND SUTTER CREEK,  
THE COUNTY OF AMADOR,  
THE AMADOR COUNTY UNIFIED SCHOOL DISTRICT,  
AND THE AMADOR COUNTY RECREATION AGENCY  
REGIONAL PARK IMPACT MITIGATION FEES**

This Memorandum of Understanding (“MOU”) is entered into effective as of the 14th day of March, 2018, by and among the Cities of Amador City, Ione, Jackson, Plymouth, and Sutter Creek (individually, a “City” and collectively, the “Cities”), the County of Amador (the “County”), the Amador County Unified School District (“ACUSD”) and the Amador County Recreation Agency (“ACRA”), all of which are herein collectively referred to as “Members.”

WHEREAS, the Members wish to enter into an MOU concerning the countywide Regional Park Impact Mitigation Fee Program (“RPIMF”) for the collection and expenditure of regional park impact fees to fund capital improvements to the regional parks within the County that are deemed valuable to all of the Members.

WHEREAS, RPIMF is reflected by and comprised of the capital improvement program, nexus plan, and administrative policies and procedures contained in Exhibits A, B, and C, respectively, as well as separate implementing ordinances and resolutions adopted by each Member, which collectively set forth parameters for the collection, expenditures, administration, accounting, and reporting of the Fees collected and describe the roles and responsibilities of the Members.

**IT IS HEREBY AGREED:**

1. The Cities and the County agree to collect RPIMF Fees from all housing start building permits issued by their respective jurisdictions in accordance with this MOU and the RPIMF as adopted by each of their legislative bodies.
2. ACRA agrees to administer RPIMF Program with this MOU and as advised by a Technical Advisory Committee (TAC) appointed by the Cities and the County.
3. The Members agree to work cooperatively with each other in accordance with this MOU, including, but not limited to providing timely information when needed and taking timely action when required.
4. Members understand and agree that this MOU is not a binding contract, since the decisions herein involve annual budgetary and other legislative actions by their respective legislative bodies. This MOU is an expression of their intent to cooperate in funding all capital improvements identified on Exhibit A throughout the full term of this MOU. If a Member withdraws from the MOU, those

projects for which the withdrawing Member would have been the lead agency shall be removed from Exhibit B and the withdrawing Member shall have no right to the RPIF Fees already turned over to ACRA.

5. Members agree that this MOU shall remain in effect until 2040 or until all capital improvement projects on Exhibit A are completed, whichever is earlier.
6. The Members' legislative bodies have, by separate resolution, authorized their duly appointed officers to execute this MOU.

IN WITNESS WHEREOF, the Members have executed this MOU effective as of the date first above written.

**For the City of Amador City**

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Mayor, Amador City Council  
Date:

---

City Attorney, Amador City  
Date:

**For the City of Ione**

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Mayor, Ione City Council  
Date:

---

City Attorney, Ione  
Date:

**For the City of Jackson**

---

Mayor, Jackson City Council  
Date:

---

City Attorney, Jackson  
Date:

**For the City of Plymouth**

---

Mayor, Plymouth City Council  
Date:

**For the City of Sutter Creek**

---

City Attorney, Plymouth  
Date

---

Mayor, Sutter Creek City Council  
Date:

**For Amador County**

---

City Attorney, Sutter Creek  
Date:

---

Chairman  
Amador County Board of Supervisors  
Date:

**For the Amador County Unified School District**

---

Amador County Counsel  
Date:

---

School Superintendent, ACUSD  
Date:

**For the Amador County Recreation Agency**

---

ACUSD Counsel  
Date:

---

Chairman, ACRA Board of Directors  
Date:



## Exhibit A

### Regional Park Impact Mitigation Fees Capital Improvement Program

Regional Park	Project Description	Cost Est.	Individual Projects within Park	Other Source of Revenue
Howard Park	Implementation of Howard Park MP	\$ 8,756,777.00		
Howard Park	Tennia Court		\$ 1,000,000.00	
Howard Park	Community Center Addition		\$ 750,000.00	
Howard Park	Basketball Court		\$ 50,000.00	
Mollie Joyce Park	Trail System w/signage - South of Highway	\$ 179,388.00		
Mollie Joyce Park	Sports Field Lighting	\$ 381,000.00		
Oro de Amador	Develop Regional Park	\$ 5,215,000.00		
Oro de Amador	Biking & Pedestrian Trail		\$ 500,000.00	City Impact Fees: \$450,000.00
Oro de Amador	Park Construction, benches, picnic tables, signage, landscaping			
Oro de Amador	Two Sports Fields			
Oro de Amador	paved access road			
Oro de Amador	Parking Lot			
Oro de Amador	Playground			
Oro de Amador	Restrooms			
Oro de Amador	Snack Bar			
	Three softball fields		\$ 1,238,250.00	
Pioneer Park	Multi-purpose Sports Court, Climbing Wall Structure	\$ 101,600.00		
Pioneer Park	Dog Park	\$ 63,500.00		
Pioneer Park	Sports Field Lighting/Lower Field	\$ 190,500.00		
Pioneer Park	Boundary Map and Signage	\$ 12,700.00		
Plymouth Park	Develop Regional Park	Unknown		Zinfindel Ridge, & Shenandoah Ridge, in lieu impact fees
To be Determined	Recommended County Improvements			
	Indoor Recreation Structure	\$ 8,255,000.00		
	Water Spray Park	\$ 381,000.00		
	Dog Park	\$ 317,500.00		
	Pool Cover Structure	\$ 349,250.00		



## **AMADOR COUNTY RECREATION AGENCY**

### **PARK IMPACT FEE NEXUS STUDY**

FEBRUARY 2018

FINAL REPORT

PREPARED FOR:

**BOARD OF DIRECTORS**

**AMADOR COUNTY RECREATION AGENCY**

PREPARED BY:



**SCI Consulting Group**  
4745 MANGLES BOULEVARD  
FAIRFIELD, CALIFORNIA 94534  
PHONE 707.430.4300  
FAX 707.430.4319  
[www.sci-cg.com](http://www.sci-cg.com)

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## **AMADOR COUNTY RECREATION AGENCY**

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### **BOARD OF DIRECTORS**

Rose Oneto, Amador County Unified School District

Michael Vasquez, City of Amador City

Dan Epperson, City of Ione

Wayne Garibaldi, City of Jackson

Jon Colburn, City of Plymouth

Linda Rianda, City of Sutter Creek

Lynn Morgan, Amador County

Frank Axe, Amador County

### **EXECUTIVE DIRECTOR**

Carolyn Fregulia

### **IMPACT FEE CONSULTANT**

Blair Aas, Director of Planning Services

SCI Consulting Group

## ACKNOWLEDGMENTS

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This Park Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with Foothill Associates as part of the Amador County Recreation Agency ("ACRA") Park and Recreation Master Plan. The work was accomplished under the general direction of Carolyn Fregulia, ACRA Executive Director and Kate Kirsh, President of Foothill Associates.

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## EXECUTIVE SUMMARY

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This Park Impact Fees Nexus Study (“Nexus Study”) was prepared pursuant to the “Mitigation Fee Act” as found in Government Code § 66000. The Nexus Study was prepared in conjunction with the Park and Recreation Master Plan Update (“Master Plan”) of the Amador County Recreation Agency (“ACRA”) prepared by Foothill Associates. The purpose of this Nexus Study is to establish the legal and policy basis for the imposition of updated park impact fees (“fees”) on new residential development for the cities of Amador City, Lone, Jackson, Plymouth and Sutter Creek, unincorporated Amador County and regionally for ACRA.

In order to impose such fees, this Nexus Study will demonstrate that a reasonable relationship or “nexus” exists between new development that occurs within each jurisdiction and the need for additional park and recreational facilities as a result of new development. More specifically, this Nexus Study will present findings in order to meet the procedural requirements of the Mitigation Fee Act (“Act”), also known as AB 1600, which are as follows:

- Identify the **purpose** of the fee.
- Identify the **use** to which the fee is to be put.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed (“**benefit relationship**”).
- Determine how there is a reasonable relationship between the need for the fire facilities and the type of development project on which the fee is imposed (“**impact relationship**”).
- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (“**proportional relationship**”).

Since the need for park and recreational services is inherently population-driven, this Nexus Study utilizes a per capita standard-based methodology to determine each jurisdiction's maximum park impact fees. Under this method, the cost components are based on each jurisdiction's existing or adopted level of service (“LOS”) standard and defined on a per capita basis. The use of the existing per-capita standard ensures that new development will only fund the share of planned park and recreational facilities needed to accommodate population growth. The total per capita costs are then applied to



two residential land uses categories according to their respective average household size to establish a cost / fee per residential unit.

Since the Act also prohibits development impact fees from being used to fund existing deficiencies in public facilities, the fees must be used to fund only new or expanded park and recreational facilities that add to the park and recreational facility capacity of the jurisdiction. The use of fee proceeds for rehabilitation of existing park and recreational facilities is limited in that they may only cover the portion of the improvement that expands service capacity. For example, if a jurisdiction planned to replace a shade structure with an existing park with a significantly larger shade structure, park impact fees could fund the portion equal to the percentage increase in the square footage of the larger shade structure, or by another reasonable measurement.

Thus, consistent with the Act, this Nexus Study demonstrates that there is a reasonable relationship between new development, the amount of the fee, and park and recreational facilities funded by the fee. The maximum park impact fees for each jurisdiction justified by the Nexus Study are shown in the figure below. Each jurisdiction may establish their fees at or below these maximum amounts. If a City or the County desires to adopt lower fees than justified, the adopted fees for each land use classification must be reduced by the same percentage.

The fees for ACRA would be adopted by each jurisdiction on behalf of ACRA and levied on all new development with the County for regional park and recreational facilities, community use facilities and aquatic facilities.

**FIGURE 1 – JUSTIFIED PARK IMPACT FEES**

<b>Jurisdiction</b>	<b>Justified Park Impact Fees (per Unit)</b>	
	<b>SFR</b>	<b>MFR</b>
City of Amador City	\$849	\$871
City of Ione	\$420	\$506
City of Jackson	\$1,641	\$1,634
City of Plymouth	\$3,563	\$3,808
City of Sutter Creek	\$1,235	\$1,055
Unincorporated County	\$406	\$364
ACRA	\$3,293	\$3,085

FIGURE 2 – TOTAL JUSTIFIED SINGLE-FAMILY HOME PARK IMPACT FEES



The Nexus Study also details the **procedural requirements** for approval of the Nexus Study and proposed park impact fee program (“fee program”) by the ACRA Board of Directors and adoption by the City Councils and County Board of Supervisors. Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fees are provided in the last sections of the Nexus Study.

## PER CAPITA COST STANDARD DETERMINATION

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As mentioned earlier, this Nexus Study utilizes a per capita-standard based methodology to determine the park impact fee because the need for and demand for park and recreational services is driven by its service population. Using this open-ended approach, park and recreational facility costs are reduced to a cost per capita based on each jurisdiction's existing or adopted LOS standards for such facilities. This section first determines each jurisdiction LOS standard for park and recreational facilities. Then, the per capita cost for park and recreational facilities for each jurisdiction is established based on their respective LOS standard and the estimated development cost per acre for each jurisdiction.

### LEVEL OF SERVICE STANDARDS BY JURISDICTION

Figure 3 on below presents each jurisdiction's acres of developed parks, their current population and the existing level of service expressed as developed acres per 1,000 residents. Current household population for each jurisdiction is from the California Department of Finance as of January 1, 2016. Developed acres is from the ACRA Park and Recreation Master Plan, July 2016.

FIGURE 3 – LEVEL OF SERVICE STANDARDS BY JURISDICTION

Jurisdiction	Developed Park		Existing LOS	Nexus Study	
	Acres <sup>1</sup>	Population <sup>2</sup>	Standard (Per 1,000 Pop.) <sup>3</sup>		LOS Standard <sup>4</sup>
	Calc	a	b	c = a / (b / 1,000)	d = c
Neighborhood and Community Parks					
City of Amador City		0.3	190	1.6	1.6
City of Ione		4.0	4,257	0.9	0.9
City of Jackson		17.0	4,682	3.6	3.6
City of Plymouth		3.4	1,006	3.4	3.4
City of Sutter Creek		4.5	2,587	1.7	1.7
Unincorporated County		13.1	21,786	0.6	0.6
Regional (Countywide) Parks		86.0	34,508	2.5	2.5

Source: Foothill Associates; California Department of Finance and SCI Consulting Group

Notes:

<sup>1</sup> From Amador County Recreation Agency Park and Recreation Master Plan, July 2016.

<sup>2</sup> From the California Department of Finance as of January 1, 2016.

<sup>3</sup> Represents the existing level of service standard express in terms of active acres per 1,000 population rounded to the nearest tenth acre.

<sup>4</sup> Represents the existing level of service standard used in the determination of the fees.

## PARK AND RECREATION FACILITY COSTS PER CAPITA BY JURISDICTION

Figure 4 calculates the per capita cost of park and recreational facilities in each jurisdiction. As presented, each jurisdiction's LOS standard, expressed as developed acres per 1,000 population, is multiplied by the estimated per acre cost for park development to arrive at a per capita cost. For purposes of this Nexus Study, park and recreational facilities include all park and recreational amenities such as fields, courts, trails, playgrounds, picnic areas and areas used for active recreation. Community use building, recreation buildings and aquatics facilities are excluded.

The average park development cost per acre shown represents average replacement cost (in 2016 dollars) for a neighborhood and community parks within each jurisdiction.<sup>1</sup> Since parks have varying levels of density of park and recreational facilities, the use of the replacement cost per acre for existing parks for each jurisdiction ensures proportionality between existing development and new development.

FIGURE 4 – PARK DEVELOPMENT COST PER CAPITA

Jurisdiction	Nexus Study LOS Standard <sup>1</sup>	Acres per Capita <sup>1</sup>	Average Park Development Cost per Acre <sup>2</sup>	Park Development Cost per Capita
	Calc	a	b = a / 1,000	c
				d = b * c
<b>Neighborhood and Community Parks</b>				
City of Amador City	1.6	0.0016	\$274,000	\$438.40
City of Ione	0.9	0.0009	\$187,000	\$168.30
City of Jackson	3.6	0.0036	\$187,000	\$673.20
City of Plymouth	3.4	0.0034	\$371,000	\$1,261.40
City of Sutter Creek	1.7	0.0017	\$358,000	\$608.60
Unincorporated County	0.6	0.0006	\$278,000	\$166.80
<b>Regional (Countywide) Parks</b>	2.5	0.0025	\$148,000	\$370.00

Source: Foothill Associates; SCI Consulting Group

Notes:

<sup>1</sup> See Figure 2. Expressed as developed park acres per 1,000 residents.

<sup>2</sup> Based upon the average replacement cost per acre for existing parks within the jurisdiction in 2016 dollars. Rounded to the nearest thousand. See Appendix B for more information.

<sup>1</sup> Appendix B presents each jurisdiction's estimated cost per acre to develop new or expanded park and recreational facilities.

## REGIONAL COMMUNITY USE FACILITIES COST PER CAPITA

Figure 5 calculates the per capita cost of regional community use facilities for ACRA. As presented, the total existing community use space in the County is divided by the total County household population to establish a Countywide LOS standard, expressed as community use building square feet per capita. The existing LOS standard is then multiplied by the estimated cost per square feet for the construction of a community use facility to arrive at a per capita cost. Appendix B provide detailed information on the community use space in the County. The resulting fees will largely go towards construction of the proposed indoor recreation center at Oro de Amador Regional Park.

FIGURE 5 – REGIONAL COMMUNITY USE FACILITIES COST PER CAPITA

Jurisdiction	Existing Community Use Space (Sq. Ft.) <sup>1</sup>	Population <sup>2</sup>	Existing Community Use Space LOS Standard (Sq. Ft.)	Regional Community Use Facilities Cost per Capita
Calc	a	b	c = a / b	d = c * 310
ACRA	85,590	34,508	2.5	<b>\$775.00</b>

Source: Foothill Associates; SCI Consulting Group

Notes:

<sup>1</sup> See Appendix B for more detail.

<sup>2</sup> From the California Department of Finance as of January 1, 2016.

### REGIONAL AQUATIC FACILITIES COST PER CAPITA

Figure 6 calculates the per capita cost of regional aquatic facilities. As presented, the replacement value of the four aquatic facilities in the County is divided by the total County household population to establish an existing aquatic's facility cost per capita.

**FIGURE 6 – REGIONAL AQUATIC FACILITIES COST PER CAPITA**

<b>Jurisdiction</b>	<b>Total Estimated Facility Replacement Cost <sup>1</sup></b>		<b>Facility Cost per Capita</b>
	<b>Cost <sup>1</sup></b>	<b>Population <sup>2</sup></b>	
	a	b	c = a / b
ACRA	\$7,300,000	34,508	<b>\$211.55</b>

Source: Foothill Associates; SCI Consulting Group

Notes:

<sup>1</sup> See Appendix C for more information.

<sup>2</sup> From the California Department of Finance as of January 1, 2016.

## PARK IMPACT FEE DETERMINATION

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of the park and recreational facilities attributable to the new development on which the fee is imposed. This section presents the calculation of the total cost per capita for neighborhood and community parks each jurisdiction and regional parks, community use facilities and aquatic facilities for ACRA. The total cost per capita for each jurisdiction and ACRA is then applied to two residential land uses in proportion to the demand they create as measured by their average household size.

### PARK IMPACT FEE COST COMPONENTS

The figures below summarize the per capita cost components, for each jurisdiction and ACRA Regional Park Impact Fee, calculated in the previous section and include an additional two (2) percent for administration of the fee programs. The fee program administrative cost component is designed to offset the cost of collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

**FIGURE 7 – PARK IMPACT FEE COST COMPONENTS BY JURISDICTION**

Jurisdiction	Park Development Costs Per Capita <sup>1</sup>	Fee Program Admin. Cost per Capita <sup>2</sup>	Total Cost per Capita
Calc	a	b = a * 0.02	c = a + b
City of Amador City	\$438.40	\$8.77	\$447.17
City of Lone	\$168.30	\$3.37	\$171.67
City of Jackson	\$673.20	\$13.46	\$686.66
City of Plymouth	\$1,261.40	\$25.23	\$1,286.63
City of Sutter Creek	\$608.60	\$12.17	\$620.77
Unincorporated County	\$166.80	\$3.34	\$170.14

Notes:

<sup>1</sup> See Figure 3.

<sup>2</sup> Estimated at 2 percent of total costs for the administration of the park impact fee program including periodic nexus study updates, collection, accounting, annual reporting and other costs reasonably related to compliance with the Act.



FIGURE 8 – PARK IMPACT FEE COST COMPONENTS FOR ACRA REGIONAL PARK IMPACT FEE

Jurisdiction	Regional Park Development Costs Per Capita <sup>1</sup>	Regional Community Use Facilities Cost per Capita <sup>2</sup>	Regional Aquatic Facilities Cost per Capita <sup>3</sup>	Fee Program Admin. Cost per Capita <sup>4</sup>	Total Regional Cost per Capita
Calc	a	b	c	d = (a + b + c) * 0.02	e = a + b + c + d
ACRA	\$370.00	\$775.00	\$211.55	\$27.13	<b>\$1,383.68</b>

Notes:

<sup>1</sup> See Figure 3.

<sup>2</sup> See Figure 4.

<sup>3</sup> See Figure 5.

<sup>4</sup> Estimated at 2 percent of total costs for the administration of the park impact fee program including periodic nexus study updates, collection, accounting, annual reporting and other costs reasonably related to compliance with the Act.

According to ACRA's Park and Recreation Master Plan (Final January 11, 2017), regional parks are defined as park and recreational areas that "serve the entire County and beyond. They are usually large sites and typically include specific uses or features that make the site unique. Regional parks may also focus on a mixture of active and passive recreational activities. Regional parks also serve as the neighborhood and community park for residents who live in the local vicinity." Current and proposed regional parks are Pioneer, Mollie Joyce, Howard, and the proposed Oro de Amador and Plymouth Parks.

## LAND USE CATEGORIES

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the fee and the type of development on which the fee is imposed. Therefore, since the demand for and need for park and recreational services is driven by population and since different residential land uses have varying average household sizes, the park impact fees are expressed on a per unit basis based on their respective average household size for two residential land uses.

The two residential land use categories are as follows:

- "Single-family housing" or "SFR" means detached or attached one-family dwelling units including mobile homes; and
- "Multi-family housing" or "MFR" means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family, including condominiums and cluster developments.

## AVERAGE HOUSEHOLD SIZE

Based on 2010 U.S. Census information for each jurisdiction and countywide, the figure below presents the average household sizes for the two residential land use categories for each jurisdiction. The calculation is derived from the total population in occupied housing units by units in structure divided by the occupied housing units by units in structure as provided by U.S. Census Bureau in their 2010-2014 American Community Survey 5-Year Estimate.

**FIGURE 9 – AVERAGE HOUSEHOLD SIZE**

<b>Jurisdiction</b>	<b>Single Family Housing</b>	<b>Multi-family Housing</b>
<i>--- Average Persons per Unit ---</i>		
City of Amador City	1.90	1.95
City of Ione	2.45	2.95
City of Jackson	2.39	2.38
City of Plymouth	2.77	2.96
City of Sutter Creek	1.99	1.70
Unincorporated County	2.39	2.14
County of Amador	2.38	2.23

Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

## PARK IMPACT FEE DETERMINATION

Figure 10 presents the calculation of the justified park impact fees for each jurisdiction and the ACRA Regional Fee. The maximum per unit fee for the two residential land use categories for each jurisdiction are determined by multiplying their respective total cost per capita by their respective average household size. Each jurisdiction may adopt fees lower than their justified amounts shown below, provided that they are reduced by the same percentage.

**FIGURE 10 – JUSTIFIED PARK IMPACT FEES BY JURISDICTION**

Jurisdiction	Total Cost		Average Household Size <sup>2</sup>		Justified Park Impact Fees (per Unit) <sup>3</sup>	
	Per Capita <sup>1</sup>		SFR	MFR	SFR	MFR
	Calc	a				
		b	c		c = a * b	d = a * c
<b>Neighborhood and Community Parks</b>						
City of Amador City		\$447.17	1.90	1.95	\$849	\$871
City of Ione		\$171.67	2.45	2.95	\$420	\$506
City of Jackson		\$686.66	2.39	2.38	\$1,641	\$1,634
City of Plymouth		\$1,286.63	2.77	2.96	\$3,563	\$3,808
City of Sutter Creek		\$620.77	1.99	1.70	\$1,235	\$1,055
Unincorporated County		\$170.14	2.39	2.14	\$406	\$364
<b>Regional (Countywide) Parks</b>		\$1,383.68	2.38	2.23	\$3,293	\$3,085

Notes:

<sup>1</sup> See Figure 6 and Figure 7.

<sup>2</sup> See Figure 8.

<sup>3</sup> Fees are rounded down to the nearest dollar.

## PROJECTED PARK IMPACT FEE REVENUE

Figure 11 projects park impact fee revenue through 2040 for each jurisdiction and for the total County. Total park impact fee revenue (in 2016 dollars) is estimated by multiplying the total cost per capita by the service population growth estimated for the period for each jurisdiction. Certainly, arguments can be made for higher or lower population growth. However, the projected population growth and fee revenue are merely estimates for planning purposes. The maximum fee amounts do not depend upon the timing and level of development.

**FIGURE 11 – PROJECTED PARK IMPACT FEE REVENUE BY JURISDICTION**

<b>Jurisdiction</b>	<b>Current Household Population (2016) <sup>1</sup></b>	<b>Household Population Growth (By 2040) <sup>2</sup></b>	<b>Total Cost per Capita <sup>3</sup></b>	<b>Projected Fee Revenue (2016\$)</b>
Calc	a	b	c	d = b * c
City of Amador City	190	63	\$447.17	\$27,953
City of Ione	4,257	2,123	\$171.67	\$364,411
City of Jackson	4,682	1,263	\$686.66	\$867,186
City of Plymouth	1,006	1,345	\$1,286.63	\$1,730,372
City of Sutter Creek	2,587	5,383	\$620.77	\$3,341,717
Unincorporated County	21,786	5,787	\$170.14	\$984,631
ACRA / Total County	34,508	15,964	\$1,383.68	\$22,088,413

Notes:

<sup>1</sup> See Figure 2.

<sup>2</sup> See Appendix A.

<sup>3</sup> See Figure 4.

## NEXUS FINDINGS

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This section frames the results of Nexus Study in terms of the legislated requirements to demonstrate the legal justification of the fees. The justification of the park impact fees on new development must provide information as set forth in Government Code § 66000. These requirements are discussed below.

### PURPOSE OF THE FEE

*This Nexus Study must identify the purpose of the fee.*

The purpose of the park impact fee is to fund new or expanded park and recreation facilities to meet the needs of the new residential population generated by new residential development. The park impact fees will ensure that new development will not burden existing development with the cost of facilities required to accommodate growth as it occurs within each jurisdiction.

### USE OF FEE REVENUE

*This Nexus Study must identify the use to which the fee is to be put.*

Fee revenue will be used to fund the cost of new or expanded park and recreation facilities to serve new development within each jurisdiction and ACRA, such as those identified in Appendix D. In general, park and recreation facilities costs shall include, but shall not be limited to, park and recreation facilities construction in new or existing parks including associated planning, design, engineering, environmental, and construction management costs.

The ACRA Regional Fee may be used to fund new or expanded park and recreational facilities, community use facilities and aquatic facilities at Pioneer Park, Mollie Joyce Park, Howard Park, proposed Oro de Amador Park, proposed Plymouth Parks, or other regional parks that satisfy the standards in the ACRA Park and Recreation Master Plan.

Additionally, fee revenue will be used to cover fee program administration costs such as collection, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

Fee revenue may not be used to fund operational, maintenance or repair costs.

## **BENEFIT RELATIONSHIP**

*This Nexus Study must determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.*

The fee will be used to expand each jurisdiction's parks and recreational facilities required to serve new development. Each jurisdiction will deposit fee revenue into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to used described in the "Use of Fee Revenues" finding. These actions ensure a development project paying the fees will benefit from their use.

## **IMPACT RELATIONSHIP**

*This Nexus Study must determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

Each new residential development project will grow the service population of the jurisdiction. The growth in service population will generate additional need for park and recreational services and the associated need for additional park and recreational facilities. The need is measured in proportion to the average housing size for two residential land use categories and each jurisdiction's level of service standard for park and recreational facilities.

## **PROPORTIONALITY**

*This Nexus Study must determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.*

The amount of park and recreational facilities needed to serve a unit of development is based on each jurisdiction's existing LOS standard for such facilities. The use of an existing facility standard methodology to determine the park impact fee achieves proportionality between existing development and new development. The cost of park and recreational facilities construction and fee program administrative costs are defined on a cost per capita basis. These per capita costs are then applied to two land use categories in proportion to the need they create for new and expanded park and recreational facilities.

The use of the average household size to determine the park impact fee schedule achieves proportionality across the types of development on which the fee is imposed. In

general, a single-family home will generate a higher number of persons than a multi-family unit, and as a result, will pay a higher fee. Thus, the application of the park impact fee schedule to a specific project ensures a reasonable relationship between the fee and the cost of the park and recreational facilities attributable to that project.

## FEE PROGRAM ADOPTION REQUIREMENTS

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The following are the general requirements for approval of the Nexus Study and proposed park impact fee program ("fee program") by the ACRA Board of Directors and adoption by the City Councils and County Board of Supervisors. The specific statutory requirements for the adoption of the fee programs may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

1. The ACRA Board of Directors adopts a resolution approving the Nexus Study and proposed fee program.
2. Upon approval by the ACRA Board of Directors, each City Council and the County Board of Supervisors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on their respective proposed fee program.
3. The ACRA fee would be adopted by the County and Cities on behalf of ACRA.
4. At least 14 days before the meeting, each jurisdiction shall mail out a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
5. At least 10 days before the meeting, each jurisdiction shall make available to the public the Nexus Study for review.
6. At least 10 days before the public hearing, a notice of the time and place of the meeting, shall be published twice in a newspaper of general circulation with at least five days intervening between the dates of first and last publication not counting such publication dates.
7. After their respective public hearings, each Council and the Board of Supervisors shall consider adoption of an ordinance or resolution establishing the proposed fee program.
8. The fee shall become effective 60 days after adoption of the ordinance or longer as specified by the ordinance.



## **FEE PROGRAM ADMINISTRATION REQUIREMENTS**

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This section contains general recommendations for the administration of the park impact fee program. The specific statutory requirements for the administration of the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

### **ACCOUNTING REQUIREMENTS**

Proceeds from the park impact fee should be deposited into a separate fund or account so that there will be no commingling of fees with other revenue. The park impact fees should be expended solely for the purpose for which they were collected. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

### **REPORTING REQUIREMENTS**

The following information, entitled "Annual Report", must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which construction of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

Each jurisdiction shall review the Annual Report at the next regularly scheduled public meeting not less than 15 days after the Annual Report is made available to the public. Notice of the time and place of the meeting, including the address where the Annual Report may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any

interested party who files a written request with the jurisdiction for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The jurisdiction may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any park impact fee proceeds, and every five years thereafter, each jurisdiction must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the jurisdiction still needs unexpended park impact fees to achieve the purpose for which it was originally imposed and that the jurisdiction has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the jurisdiction shall make all the following findings, entitled "Five-Year Report", with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

These findings must (1) affirmatively demonstrate that the jurisdiction intend to construct specific park improvements with the accumulated funds; (2) explain how the jurisdiction intends to use the funds to acquire or construct the park improvements; (3) specify the estimated cost of the park improvements; and (4) indicate whether the jurisdiction requires additional funds and, if so, when it anticipates receiving those funds.

#### **ANNUAL INFLATIONARY ADJUSTMENT**

All costs and the associated fees determined by this Nexus Study are in January 2016 dollars. Therefore, the fees should be annually adjusted commensurate with changes in improvement costs. The resolution or ordinance establishing the should including a provision and process for annually adjusting the fees by the percentage change in the Construction Cost Index as published by the Engineering News-Record, or its successor publication for the preceding twelve months.

## FEE EXEMPTIONS

The park impact fee shall not be imposed on the following types of development:

- Nonresidential development;
- Any development entitled by State or Federal statute to an exemption from development impact fees; and
- Any modernization or rehabilitation of existing housing units.

## RECOMMENDATIONS

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Based on the findings presented in the Nexus Study, the following general recommendations are presented:

1. The maximum park impact fees for each jurisdiction and ACRA, as justified by the Nexus Study, are shown in the figure below. Each jurisdiction may establish their park impact fees at or below these maximum amounts. If a City or the County desires to adopt lower fees than justified, the adopted fees for each land use classification must be reduced by the same percentage. The ACRA regional park impact fee must be adopted by each jurisdiction on behalf of ACRA for regional park and recreational facilities.

**FIGURE 12 – JUSTIFIED PARK IMPACT FEES**

<b>Jurisdiction</b>	<b>Justified Park Impact Fees (per Unit)</b>	
	<b>SFR</b>	<b>MFR</b>
City of Amador City	\$849	\$871
City of Lone	\$420	\$506
City of Jackson	\$1,641	\$1,634
City of Plymouth	\$3,563	\$3,808
City of Sutter Creek	\$1,235	\$1,055
Unincorporated County	\$406	\$364
ACRA	\$3,293	\$3,085

2. The resolution or ordinance establishing the new fees should include a provision establishing an automatic annual inflationary adjustment of the park impact fee. The adopted park impact fees should be adjusted annually by the percentage change in the Construction Cost Index as published by the Engineering News-Record, or its successor publication for the preceding twelve months.
3. The Cities and County should adopt and implement their respective fees in accordance with the applicable provisions of the Act (California Government Code § 66000 et seq.).
4. The Cities and County should comply with the annual reporting requirements under Government Code § 66006(b).

5. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, the Cities and County should comply with the reporting requirements under Government Code § 66001(d).

## APPENDICES

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Appendix A – Estimate of Average Park Development Cost per Acre by Jurisdiction

Appendix B – Estimated Community Use Space in the County

Appendix C – Estimated Aquatic Facilities Replacement Costs

Appendix D – Master Plan Capital Improvement Projects by Jurisdiction

## APPENDIX A – ESTIMATE OF PARK DEVELOPMENT COST PER ACRE BY JURISDICTION

FIGURE 13 – ESTIMATE OF PARK DEVELOPMENT COST PER ACRE BY JURISDICTION

City of Amador City	Replacement Cost	Developed Acres	Replacement Cost per Acre
School House Park	\$82,200	0.3	\$274,000
<b>Total Amador City</b>	<b>\$82,200</b>	<b>0.3</b>	<b>\$274,000</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group

City of Ione	Replacement Cost	Developed Acres	Replacement Cost per Acre
Grover Park	\$203,000	2.0	\$101,500
Oakridge Park	\$171,800	0.7	\$245,429
Perry Earl Park	\$221,500	1.0	\$221,500
Train Park	\$152,200	0.3	\$507,333
<b>Total City of Ione</b>	<b>\$748,500</b>	<b>4.0</b>	<b>\$187,125</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group

City of Jackson	Replacement Cost	Developed Acres	Replacement Cost per Acre
Detert Park	\$1,913,500	6.5	\$294,385
Tailing Wheels Park	\$931,400	8.6	\$108,302
Gold Ridge Park	\$330,600	1.9	\$174,000
<b>Total City of Jackson</b>	<b>\$3,175,500</b>	<b>17.0</b>	<b>\$186,794</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group

City of Plymouth	Replacement Cost	Developed Acres	Replacement Cost per Acre
Lodge Hill Park	\$42,200	0.3	\$140,667
McGee Park	\$282,200	0.3	\$940,667
Sharkey Begovich Park	\$212,200	0.3	\$707,333
Veterans Memorial Park	\$169,000	1.0	\$169,000
Harold Colburn Field	\$406,400	1.1	\$369,455
<b>Total City of Plymouth</b>	<b>\$1,112,000</b>	<b>3.0</b>	<b>\$370,667</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group

<b>City of Sutter Creek</b>	<b>Replacement Cost</b>	<b>Developed Acres</b>	<b>Replacement Cost per Acre</b>
Bryson Park	\$566,000	1.5	\$377,333
Minnie Provis Park	\$780,000	2.5	\$312,000
Miners Bend Park	\$122,400	0.1	\$1,224,000
<b>Total City of Sutter Creek</b>	<b>\$1,468,400</b>	<b>4.1</b>	<b>\$358,146</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group

<b>County of Amador (Unincorporated Area)</b>	<b>Replacement Cost</b>	<b>Developed Acres</b>	<b>Replacement Cost per Acre</b>
Lions Park	\$269,000	1.0	\$269,000
Fiddletown Park	\$660,000	2.5	\$264,000
River Pines Park	\$332,400	1.6	\$207,750
Papoose Pond	\$1,828,600	6.4	\$285,719
Pine Grove Park	\$339,300	0.7	\$484,714
Volcano Memorial Park	\$49,700	0.3	\$165,667
<b>Total Unincorporated County</b>	<b>\$3,479,000</b>	<b>12.5</b>	<b>\$278,320</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group

<b>Amador County Regional Parks</b>	<b>Replacement Cost</b>	<b>Developed Acres</b>	<b>Replacement Cost per Acre</b>
Howard Park	\$9,147,500	70.0	\$130,679
Mollie Joyce Park	\$1,521,500	7.0	\$217,357
Pioneer Park	\$2,037,000	9.0	\$226,333
<b>Total County</b>	<b>\$12,706,000</b>	<b>86.0</b>	<b>\$147,744</b>

Source: 2016 ACRA Park and Recreation Master Plan Update; SCI Consulting Group



## APPENDIX B – ESTIMATED COMMUNITY USE SPACE

FIGURE 14 – ESTIMATED COMMUNITY USE SPACE

<b>Jurisdiction</b>	<b>Facility</b>	<b>Estimated Community Use Space (Sq. Ft.)</b>
City of Amador City	Amador City Hall	900
City of Lone	Lone City Hall	880
	Evalynn Bishop Hall	12,672
City of Jackson	Jackson Civic Center	1,200
	Bill Scanlon Scout Hut	300
	The Hub	7,000
City of Plymouth	Plymouth City Hall	750
	Lodge Hill Building	3,000
City of Sutter Creek	Sutter Creek Auditorium	4,368
	Sutter Creek Community Bldg.	1,360
	Historical Sutter Grammar School	1,500
Unincorporated County	Pioneer Scout Hut	900
	Pioneer Veterans Hall	900
	Fiddletown Community Center	450
	Pine Grove Town Hall	1,000
	Armory Hall	30,410
	River Pines Park Community Bldg.	18,000
<b>Total County</b>		<b>85,590</b>

Source: Foothill Associates

## APPENDIX C – ESTIMATED AQUATIC FACILITIES REPLACEMENT COST

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FIGURE 15 – ESTIMATED AQUATIC FACILITIES REPLACEMENT COST

Jurisdiction	Facility	Estimated Facility Replacement Cost <sup>1</sup>	
		Calc	a
City of Ione	Ione Public Pool		\$1,750,000
City of Jackson	Pool at Detert Park		\$1,900,000
City of Plymouth	Plymouth Veterans Pool		\$1,750,000
City of Sutter Creek	Sutter Creek Public Pools		\$1,900,000

Source: Foothill Associates

## APPENDIX D – MASTER PLAN CAPITAL IMPROVEMENT PROJECTS BY JURISDICTION

FIGURE 16 – MASTER PLAN CAPITAL IMPROVEMENT PROJECTS BY JURISDICTION

ID	Recommendation	Priority	Type	Lead Agency(s)	Estimated Cost	Use of Park Impact Fees
<b>Amador County Recreation Agency</b>						
	<b>Mollie Joyce Park</b>					
PF-1	Add a children's play structure	1	Capital	ACRA	\$127,000	ACRA Regional Fees
PF-2	ADA upgrades to create an accessible route	1	Capital	ACRA	\$38,100	No. Existing deficiency.
PF-3	Parking upgrades	2	Capital	ACRA	\$355,600	No. Existing deficiency.
PF-4	Well, septic, and structural code compliance renovations to the existing house	3	Capital	ACRA	\$254,000	No. Existing deficiency.
PF-5	Establish natural surface trail system with signage, parking, and footbridge in the areas south of Highway	3	Capital	ACRA	\$179,388	Questionable. ACRA Regional Fees
PF-6	Sports field lighting	2	Capital	ACRA	\$381,000	ACRA Regional Fees Growth portion only.
					<b>\$1,335,088</b>	
	<b>Pioneer Park</b>					
PF-7	Renovate the lower baseball field (i.e. grading, drainage, soil improvement, weed control)	1	Capital	ACRA	\$95,250	No. Existing deficiency.
PF-8	Sports field lighting	3	Capital	ACRA	\$190,500	Questionable. ACRA Regional Fees
PF-9	Replace missing standard at basketball court and remove asphalt curbing	1	Capital	ACRA	\$76,200	No. Existing deficiency.
PF-10	Create a larger multi-purpose sports court and/or repair tennis court surface and fence	1	Capital	ACRA	\$95,250	ACRA Regional Fees. Growth portion only.
PF-11	Add fenced dog exercise/play area	1	Capital	ACRA	\$63,500	ACRA Regional Fees
PF-12	Bring water and sewer/septic service to Scout Hut	2	Capital	ACRA	\$63,500	No. Existing deficiency.
PF-13	Repair, replace or remove gazebo/bandstand structure	2	Capital	ACRA	\$25,400	No. Existing deficiency.
PF-14	Improve ADA accessible route throughout park	1	Capital	ACRA	\$38,100	No. Existing deficiency.
PF-15	Replace block and plank benches near horseshoe pits	2	Capital	ACRA	\$25,400	No. Existing deficiency.
PF-16	Remove remnants of former par course	3	Capital	ACRA	\$2,540	No. Existing deficiency.

PF-17	Designate unpaved trail system with signage through forested area	3	Capital	ACRA	\$12,700	Questionable. ACRA Regional Fees
PF-18	Add boundary map and signage	3	Capital	ACRA	\$12,700	ACRA Regional Fees
PF-19	Climbing wall/structure	1	Capital	ACRA	\$6,350	ACRA Regional Fees
PF-20	Add a surveillance system	3	Capital	ACRA	\$6,350	No. Existing deficiency.
					<b>\$713,740</b>	
	<b>Lions Park</b>					
PF-21	Refurbish or replace picnic tables and barbeques	2	Capital	ACRA	\$35,560	No. Existing deficiency.
PF-22	Improve ADA accessible route throughout park	1	Capital	ACRA	\$25,400	County Park Impact Fee. Questionable.
PF-23	Add a picnic shelter	2	Capital	ACRA	\$101,600	County Park Impact Fee.
PF-24	Designate unpaved trail system with signage	3	Capital	ACRA	\$12,700	Questionable. County Park Impact Fee.
PF-25	Improve creek access and parking area	3	Capital	ACRA	\$164,592	No. Existing deficiency.
					<b>\$339,852</b>	
	<b>Fiddletown Park</b>					
PF-26	Repair tennis court surface	1	Capital	ACRA	\$63,500	No. Existing deficiency.
PF-27	Improve ADA access throughout the park, including the addition of a parking space	1	Capital	ACRA	\$31,750	Growth portion only. County Park Impact Fee.
					<b>\$95,250</b>	
	<b>River Pines Park</b>					
PF-28	Improve play area surfaces to provide ADA accessible route to play equipment	2	Capital	ACRA	\$2,540	No. Existing deficiency.
					<b>\$2,540</b>	
	<b>The Hub</b>					
PF-29	Add a kitchen	2	Capital	ACRA	\$31,750	County Park Impact Fee.
PF-30	Improve upstairs storage area	2	Capital	ACRA	\$12,700	No. Existing deficiency.
					<b>\$44,450</b>	

Amador City						
	<b>School House Park</b>					
PF-31	Rework the children's play area as necessary and add play equipment	1	Capital	Amador City	\$38,100	Growth portion only. County Park Impact Fee.
PF-32	Add a 3-on-3 court on the upper level	2	Capital	Amador City	\$50,800	County Park Impact Fee. s.
PF-33	Make landscape improvements, including tree and cactus removal	2	Capital	Amador City	\$12,700	No. Existing deficiency.
PF-34	Add signage and online information to help people learn of and find the park	3	Capital	Amador City	\$635	County Park Impact Fee.
					<b>\$102,235</b>	
Fiddletown Community						
	<b>Fiddletown Community Center</b>					
	No improvements are recommended					

City of Lone						
	<b>Depot Park</b>					
PF-35	Develop an interpretive history site for the historic lone Train Depot	2	Capital	lone	\$12,700	City Park Impact Fee.
PF-36	Add children's play area	2	Capital	lone	\$101,600	City Park Impact Fee
PF-37	Add picnic tables and shade shelters	2	Capital	lone	\$63,500	City Park Impact Fee
PF-38	Add drinking fountain	2	Capital	lone	\$7,620	City Park Impact Fee
PF-39	Add landscaping	2	Capital	lone	\$247,650	Yes.
					<b>\$433,070</b>	
	<b>Grover Park</b>					
PF-40	Add new play equipment	1	Capital	lone	\$101,600	City Park Impact Fee
PF-41	Add a 3-on-3 basketball court	2	Capital	lone	\$50,800	City Park Impact Fee
PF-42	Add picnic tables and shade shelter	2	Capital	lone	\$63,500	City Park Impact Fee
PF-43	Add a drinking fountain	1	Capital	lone	\$7,620	City Park Impact Fee
PF-44	Add a walking/exercise circuit	2	Capital	lone	\$76,200	City Park Impact Fee
PF-45	Climbing wall/structure	1	Capital	lone	\$6,350	City Park Impact Fee
PF-46	Update landscaping	2	Capital	lone	\$12,700	No. Existing deficiency.
					<b>\$318,770</b>	
	<b>Oakridge Park</b>					
PF-47	Add new play equipment	1	Capital	lone	\$101,600	City Park Impact Fee
PF-48	Add a 3-on-3 basketball court	2	Capital	lone	\$50,800	City Park Impact Fee
PF-49	Add picnic tables and shade shelter	2	Capital	lone	\$63,500	City Park Impact Fee.
PF-50	Add a drinking fountain	1	Capital	lone	\$7,620	City Park Impact Fee
PF-51	Add a walking/exercise circuit	2	Capital	lone	\$76,200	City Park Impact Fee
PF-52	Add shade trees	2	Capital	lone	\$12,700	City Park Impact Fee
					<b>\$312,420</b>	
	<b>Perry Earl Park</b>					
PF-53	Add an accessible, single unisex restroom	3	Capital	lone	\$190,500	City Park Impact Fee
PF-54	Add a permanent picnic shelter	2	Capital	lone	\$57,150	City Park Impact Fee
PF-55	Add a drinking fountain	1	Capital	lone	\$7,620	City Park Impact Fee
					<b>\$255,270</b>	
	<b>Train Park</b>					
PF-56	Improve ADA access within the park, including a connection to the boardwalk overlooking Dry Creek	2	Capital	lone	\$19,050	No. Existing deficiency.
					<b>\$19,050</b>	

	<b>Howard Park</b>					
PF-57	Improve ADA access throughout the park	1	Capital	lone	\$127,000	No. Existing deficiency.
PF-58	Add barbeques to the group picnic area	2	Capital	lone	\$11,430	Questionable. ACRA Regional Fees
PF-59	Sports field lighting	2	Capital	lone	\$762,000	Questionable. ACRA Regional Fees
PF-60	Implement the complete Howard Park Master Plan over a period of time	3	Capital	lone	\$8,756,777	Questionable. ACRA Regional Fees. Growth portion only.
					<b>\$9,657,207</b>	
<b>City of Jackson</b>						
	<b>Detert Park</b>					
PF-61	Improve the parking areas with striping	2	Capital	Jackson	\$25,400	No. Existing deficiency.
PF-62	Climbing wall/structure	1	Capital	Jackson	\$6,350	City Park Impact Fee
PF-63	Add a safety fence and shelter at the group picnic area	1	Capital	Jackson	\$114,300	No. Existing deficiency.
					<b>\$146,050</b>	
	<b>Tailing Wheels Park</b>					
PF-64	Improve the dog park and add a shade shelter	2	Capital	Jackson	\$44,450	Growth portion only. City Park Impact Fee
PF-65	Add an accessible path to existing picnic table near accessible parking area	1	Capital	Jackson	\$1,270	No. Existing deficiency.
					<b>\$45,720</b>	
	<b>Gold Ridge Park</b>					
PF-66	Add a street sign to indicate the park's access for pedestrians and vehicles	1	Capital	Jackson	\$254	No. Existing deficiency.
PF-67	Add an accessible, single unisex restroom single	2	Capital	Jackson	\$190,500	City Park Impact Fee
PF-68	Add a small picnic shelter	2	Capital	Jackson	\$57,150	City Park Impact Fee
					<b>\$247,904</b>	
	<b>Oro de Amador</b>					
PF-69	Obtain environmental clearance and grant funding to develop as a regional park	2	Capital	Jackson	\$5,715,000	ACRA Regional Fees
					<b>\$5,715,000</b>	
<b>Lake Camanche Village Owners Association</b>						
	<b>Papoose Pond</b>					
PF-70	Add a children's play area with a shade structure	1	Capital	ACRA/LCVOA	\$190,500	County Park Impact Fee
PF-71	Add restrooms	1	Capital	ACRA/LCVOA	\$190,500	County Park Impact

						Fee
PF-72	Add walking trails	2	Capital	ACRA/LCVOA	\$38,100	Questionable
PF-73	Add a fishing pier	2	Capital	ACRA/LCVOA	\$25,400	County Park Impact Fee
					<b>\$444,500</b>	



Pine Grove Community Services District						
	<b>Pine Grove Park</b>					
	No improvements are recommended					
	<b>Pine Grove Town Hall</b>					
	No improvements are recommended					
City of Plymouth						
	<b>Lodge Hill Park</b>					
PF-74	Add a community garden	2	Capital	Plymouth	\$6,350	City Park Impact Fee
PF-75	Add walking paths	2	Capital	Plymouth	\$10,160	City Park Impact Fee.
PF-76	Add a play structure	2	Capital	Plymouth	\$101,600	City Park Impact Fee.
					<b>\$118,110</b>	
	<b>McGee/Sharkey Begovich Park</b>					
PF-77	Climbing wall/structure	1	Capital	Plymouth	\$6,350	City Park Impact Fee.
PF-78	Master plan for the existing parking area to repurpose it as additional parkland or plaza area for public use	3	Capital	Plymouth	\$10,160	No. Existing deficiency.
					<b>\$16,510</b>	
	<b>Norm Waters Park</b>					
PF-79	Obtain public access to the site and develop as a natural area park with walking trails and a disc golf course	3	Capital	Plymouth	\$35,100	City Park Impact Fee.
					<b>\$35,100</b>	
	<b>Veterans Memorial Park</b>					
PF-80	Add a parking area	2	Capital	Plymouth	\$39,688	City Park Impact Fee.
					<b>\$39,688</b>	
	<b>Harold Colburn Field</b>					
	No improvements are recommended					
	<b>Plymouth Veterans Pool</b>					
PF-81	Reline the pool	1	Capital	Plymouth	\$158,750	No. Existing deficiency.
PF-82	Upgrade the pump room	1	Capital	Plymouth	\$158,750	No. Existing deficiency.
PF-83	Upgrade the shade trellis	1	Capital	Plymouth	\$38,100	No. Existing deficiency.
					<b>\$355,600</b>	

City of Sutter Creek						
	<b>Bryson Park</b>					
PF-84	Repair and reopen the restrooms	1	Capital	Sutter Creek	\$6,350	No. Existing deficiency.
PF-85	Resurface and/or repair the basketball court	2	Capital	Sutter Creek	\$63,500	No. Existing deficiency.
PF-86	Repair the concrete loop path	2	Capital	Sutter Creek	\$1,905	No. Existing deficiency.
PF-87	Add a shade structure	1	Capital	Sutter Creek	\$57,150	City Park Impact Fee.
PF-88	Add a drinking fountain	1	Capital	Sutter Creek	\$7,620	City Park Impact Fee.
PF-89	Renovate the outdoor volleyball court	1	Capital	Sutter Creek	\$6,350	No. Existing deficiency.
PF-90	Provide an ADA accessible route to the basketball court and picnic tables	1	Capital	Sutter Creek	\$6,350	No. Existing deficiency.
					<b>\$149,225</b>	
	<b>Minnie Provis Park</b>					
PF-91	Improve ADA access throughout the park	1	Capital	Sutter Creek	\$25,400	No. Existing deficiency.
PF-92	Climbing wall/structure	1	Capital	Sutter Creek	\$6,350	City Park Impact Fee.
PF-93	Sports field lighting	1	Capital	Sutter Creek	\$190,500	Questionable. City Park Impact Fee.
					<b>\$222,250</b>	
	<b>Miners Bend Park</b>					
PF-94	Complete the park development as proposed	2	Capital	Sutter Creek	\$31,750	Uncertain. City Park Impact Fee.
					<b>\$31,750</b>	
	<b>Sutter Creek Community Building</b>					
	No improvements are recommended					

Volcano Community Services District						
	<b>Volcano Memorial Park</b>					
PF-95	Add an ADA accessible route	1	Capital	ACRA/VCSD	\$19,050	County Park Impact Fee.
PF-96	Add an ADA picnic table	1	Capital	ACRA/VCSD	\$3,810	County Park Impact Fee.
					<b>\$22,860</b>	
	<b>Soldier's Gulch</b>					
PF-97	Manage site vegetation	3	Capital	ACRA/VCSD	\$76,200	No. Existing deficiency.
PF-98	Create walking trails with wayfinding signage	3	Capital	ACRA/VCSD	\$38,100	County Park Impact Fee.
PF-99	Add parking	3	Capital	ACRA/VCSD	\$19,844	County Park Impact Fee.
					<b>\$134,144</b>	
	<b>Armory Hall</b>					
	No improvements are recommended					

Other Proposed Facilities						
	Special Use Facilities					
PF-100	Build water spray/play feature in a central location	1	Capital	ACRA	\$381,000	County Park Impact Fee.
PF-101	Build APAL dog park	1	Capital	ACRA/County	\$317,500	County Park Impact Fee.
PF-102	Build 3 softball fields (at Oro de Amador)	3	Capital	ACRA/Jackson	\$1,238,250	County Park Impact Fee.
PF-103	Build an indoor recreation center (at Oro de Amador)	3	Capital	ACRA/Jackson	\$8,255,000	County Park Impact Fee.
PF-104	Pool cover structure at centrally located pool	3	Capital	ACRA	\$349,250	County Park Impact Fee.
					<b>\$10,541,000</b>	
<b>ESTIMATED COST FOR ALL PARKS AND RECREATION FACILITIES RECOMMENDATIONS</b>					<b>\$31,894,352</b>	

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## Exhibit C

### Regional Park Impact Mitigation Fee Program

#### Policies and Procedures

These policies and procedures are intended to provide guidance for the Cities, County, ACRA, and the public regarding the administration and implementation of the Regional Park Impact Mitigation Fee program for the County Regional Parks. (RPIMF Program)

- 1. Program Components** The RPIMF Program is comprised of capital improvement program, nexus plan and the administrative policies and procedures outlined below (Exhibits A, B, and C of the RTIMF Program MOU), as well as separate implementing ordinances and resolutions adopted by the Cities and County. These documents collectively describe the roles and responsibilities of each party and set forth parameters for the collection, expenditure, administration, accounting, and reporting of the RPIMF Program funds.
- 2. Collection of Fees** The Cities and County will collect RPIF Fees in accordance with the Nexus from all housing start building permits within their jurisdictions, building and applicable entitlements issued for the developments approved by their jurisdictions. Any preexisting development agreements held by the county and municipalities before the adoption of the Nexus shall not be affected by the RPIMF Program.
- 3. Deposit of Fees** All fees collected for RPIMF Program designated specifically for the County's regional parks will be transmitted to the ACRA on an annual basis for deposit into a separate regional park impact mitigation fee account maintained by the Amador County Auditor. Interest earned on these funds shall stay in the account for use by the program and shall be accounted for in each annual report provided by ACRA.
- 4. Reporting**
  - a. Cities and County:
    - (1) Collection of Fee Reporting: The Cities and County will maintain records of and report on all housing starts, building and applicable entitlements issued, and RPIF Fees collected within their jurisdiction.
    - (2) Expenditures of Fees Reporting: RPIMF Program Reporting Forms, as well as separate invoices, and progress reports will be provided to ACRA on an annual basis (by July 31).
  - b. ACRA: Within 180 days after the end of each fiscal year, the ACRA will provide an RPIMF Program Annual Report that will summarize all information reported for the prior fiscal year. As specified in California Government Code 66006, this report will cover the following:
    - (1) An accounting of the prior fiscal year beginning and end balances;
    - (2) An accounting of the fees collected and interest earned in the prior fiscal year;
    - (3) An accounting of all expenditures incurred in the prior fiscal year;
    - (4) A summary status report for each RPIMF Program project that identifies its costs, expenditures, and any challenges or opportunities that may affect its delivery;
    - (5) A summary schedule for each RPIMF Program funded project that identifies critical path milestones;

- (6) An accounting of any loans to or obligations from the RPIMF Program account and when said funds will be repaid or provided;
- (7) An accounting of any RPIF Fees credits provided or reimbursements made; and
- (8) An accounting of all expenditures directed for the following fiscal year.

**5. Annual Adoption**

The RPIMF Program Annual Report will be circulated for public review every year and presented to the Cities and County for their adoption, by resolution, as required by California Government Code 66006.

**6. Technical Advisory Committee (TAC)** The City Manager and CAO or designee from each jurisdiction will serve on TAC. The committee will provide recommendations to ACRA on administration and implementation of the program in accordance with California Government Code 66000 et seq. and the adopted RPIMF Program MOU, fee schedule, capital improvement program, nexus plan, and these policies and procedures. The ACRA Board will be presented for consideration the recommendations from the TAC Committee prior to any formal decision regarding expenditures from the RPIMF.

The TAC shall meet monthly to specifically oversee the program's administration, advise on the program's implementation, and make recommendations to their legislative bodies in the event that any changes to the program are proposed. TAC members will regularly communicate with and seek input from their City/County staff and legislative bodies regarding the priority projects shown in the adopted capital improvement program and any issues affecting their timely delivery. Either the TAC member or ACRA Director will take the recommendations back to their respective legislative bodies.

**7. Program Changes** Any change to the adopted program would need to be reviewed and ratified (i.e. adoption by resolution, after a public hearing) by ACRA before it could take effect, and where related when required by law, by the cities and county. In the event that any program changes are proposed, TAC will review all relevant information in order to make a recommendation to ACRA and to their legislative bodies, when required. In any such event, TAC will ensure that the proposed changes are reviewed by their legislative bodies' legal counsel and ACRA will present all relevant information along with any relevant documents such as resolutions or findings needed to satisfy Government Code 66000 et seq.

**8. Annual Inflationary Adjustment of Fees** With each annual report, ACRA, in conjunction with TAC, will make a recommendation for an annual inflationary adjustment to increase or decrease the adopted fees commensurate with changes in improvement costs. The resolution establishing the adjustment should be determined by the percentage change on the Construction Cost Index as published by the Engineering News-Record, or its successor publication, for the preceding twelve months.

**9. Exemptions and Appeals** City and County staff assigned to process housing starts building permits, building and applicable entitlement permit applications will use the adopted RPIMF Program fee schedule shown in Exhibit A to determine the correct fee for each permit issued.

Exemptions: The following development activities shall be exempted from payment of impact fees:

- a. Reconstruction, remodeling or construction of the following facilities, subject to the recording of a covenant or recorded declaration of restrictions precluding use of the property for other than

the exempt purpose; provided, that if the property is used for a nonexempt purpose, then the park impact fees then in effect shall be paid:

- (1) Shelters or dwelling units for temporary placement which provide housing to persons on a temporary basis for not more than four weeks.
  - (2) Construction or remodeling of transitional housing facilities or dwelling units that provide housing to persons on a temporary basis for not more than 24 months, in connection with job training, self-sufficiency training and human services counseling the purpose of which is to help persons make the transition from homelessness to placement in permanent housing.
  - (3) Any construction or expansion of Extremely Low, Low or Very Low Income housing units constructed by any person or entity (must be deed restricted).
  - (4) Any construction or expansion of age restricted (55 and older) assisted living residences. Age restricted (55 and older) independent living facilities and housing developments are exempted from 50% of the residential impact fee.
- b. Rebuilding or replacement of a legally established dwelling unit(s) destroyed or damaged by fire, flood, explosion, act of God or other accident or catastrophe; provided, that such rebuilding takes place within a period of one year after destruction with a new building or structure of the same size and use.
- c. Alteration or expansion:
- (1) Of an existing building where less than 100 square feet are added and where the use is not changed; and/or
  - (2) The construction of accessory buildings or structures of less than 100 square feet.
- d. Mobile home where the installation of a replacement mobile home on a lot or other such site when a park impact fee for such mobile home site has previously been paid pursuant to this chapter or where a mobile home legally existed on such site on or prior to the effective date of the ordinance codified in this chapter.  
Any claim or exemption must be made no later than the time of application for a building permit or permit for mobile home installation. Any claim not so made shall be deemed waived.
- e. Condominium projects in which existing dwelling units are converted into condominium ownership where no new dwelling units are created and the size of each dwelling unit is not increased by more than 100 square feet.

Appeals: There may be certain circumstances where there is an appeal regarding the RPIF Fee, exemption, or waiver determined for a particular development. Such appeals may take different forms, such as a challenge to the fee category applied, alternate assessment chosen, or a request to reduce or adjust the total amount assessed. In any such event, City/County staff will refer the matter to TAC for a determination before the permit is approved. ACRA will use the RPIMF Program Appeals Process outlined in Attachment 1 in order to provide timely resolution consistent with the adopted RPIMF Program and in a way that can be applied uniformly to similar cases over time. In preparing any such appeals for ACRA's Board consideration, the proponent and TAC/ACRA staff will meet in order to develop and present any technical analysis or supporting documentation needed for the ACRA's review. In the event that an actual



change to the adopted program would be required to resolve the appeal, TAC would submit its recommendation to the ACRA as outlined above.

**10. Reimbursements** The RPIMF Program is intended to address the cumulative impacts of regional growth. However, there may be cases where a specific new development may build more improvements or incur more cost than required by said impacts or standards. In such cases, the new development may be petition ACRA to negotiate reimbursements towards impact fees. Any partial fee reimbursements may only be provided up to the actual costs paid by the developer and shall be accounted for as revenues and/or expenses of the program.

**11. Project Priorities** TAC will advise ACRA staff on the annual expenditure of RPIMF revenues in accordance with the project priorities set forth in the adopted RPIMF capital improvement program. In doing so, TAC understands that, regardless of priority, some projects may benefit from opportunities that could accelerate their construction, whereas others may face challenges that could result in their delay. Therefore, when making annual expenditure recommendations, TAC will consider the opportunities and challenges encountered on individual projects as they are brought forward by ACRA or the Cities and County. ACRA staff will provide presentations and summary reports as needed to outline any issues affecting timely project delivery. In the event that a City or the County would like to request an actual change to the adopted RPIMF capital improvement program, then TAC would submit its recommendation to ACRA as outlined above.

**12. Project Delivery** The Cities and County and ACRA will jointly manage the development and delivery of the RPIMF Program funded projects within their jurisdictions, unless otherwise stated for a specific project, or in the event that RPIMF funds are used to partner with the Cities or County toward the construction of a capital improvement project within a regional park. The Cities and County may request that ACRA provide project development, delivery, or funding assistance, if desired; however, ACRA is generally not available to manage acquisitions and/or actual construction.

**13. Record Keeping** The Cities/County/ACRA will maintain all records needed to authenticate the validity of any RPIMF Program expenditures.

**14. Fiduciary Oversight** For the purpose of fiduciary oversight and annual reporting, City/County/ACRA staff will provide annual invoices and progress reports outlining the cost, scope, schedule, and status of any RPIMF Program funded project that they manage. Progress reports will convey any opportunities or challenges encountered and any actions or assistance needed to ensure timely project delivery.

**15. Periodic Updates** On a periodic basis (every five years or less) TAC and ACRA will review the RPIMF Program fee schedule, capital improvement program, nexus plan, and these policies and procedures in order to determine if the program should be updated. Information contained in such reviews may include new data to reflect revised growth projections, traffic patterns, revenue estimates, project costs, etc., as well as an accounting of any funding needed to complete the planned improvements. In the event that the program needs to be updated, ACRA would submit its recommendations to the Cities and County as outlined above.

**16. Actions and Timelines** The following is a summary of specific timelines related to the public review and adoption process as required by California Government Code 66000:

- a. Prior to adopting or changing the program, ACRA and the Cities and County must hold at least one public meeting/hearing. At least 10 days prior to this meeting, the relevant materials must be made available to the public.
- b. A Public Notice stating the time and place of the meeting/hearing, with a general explanation of the matter, must be published twice in a newspaper of general circulation. There must be at least five days intervening between the dates of the first and last publication (not counting the publication dates). The first date of publication must be at least 10 days prior to the public meeting/hearing.
- c. The new, updated, or changed program may be adopted by resolution. ACRA and the Cities and County may adopt the program after the public review and meeting/hearing process noted above.
- d. Annual and five-year reports must be made public within 180 days after the end of the fiscal year and they should be reviewed and adopted at the next regularly scheduled public meeting after a public review and meeting/hearing process as noted above before all City Councils and Board of Supervisors.
- e. Any annual inflationary adjustments future increases to the fees resulting from annual inflation or similar may be adopted by resolution after a public review and meeting/hearing process as noted above.
- f. Once the fees are adopted by the City Councils and Board of Supervisors, as applicable, they shall become effective no sooner than 60 days later, unless an urgency measure is adopted.

# Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: April 23, 2019

## **SUBJECT**

Assessor: Secured Roll Correction - Upon additional information submitted by Taxpayer, it was determined no value change for the change in control of the legal entity.

## **Recommendation:**

Approve

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Assessor, Auditor

## **ATTACHMENTS**

- [Roll Corrections.pdf](#)

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-039-455-000	2017	A0779	C	020-263-001-000	020-263-001-000	002-033	002-033

R&T 1	4986	R&T 2		N	Taxroll Asmt Only	Y	Value History	Taxability Code	000
-------	------	-------	--	---	-------------------	---	---------------	-----------------	-----

	Roll Value	New Value	Sup From Net	Sup To Net	
Land	125,000	66,232	58,768	0	
Structure	512,000	88,310	423,690	0	
Growing					
PP MH					
Fixtures R/P					
Fixtures					
Personal Property					
HOX					
Other Exemptions					
CODE		Net Change	-482,458	Supl Change	-482,458

Owner NATIONAL HOTEL LLC  
Mailing Address PO BOX 2071  
JACKSON CA 95642

Situs 6 WATER ST  
JACKSON CA

Bill Comments CANCEL TAX  
NO CHANGE IN VALUE

Supl Info	
N	10 % PP Penalty
N	Restricted
N	Timber Preserve
N	5151 Interest
N	506 Interest
<b>Event From/Thru Dates</b> <div>Jan 16, 2018</div> <div>Jan 16, 2018</div>	
<b>Ownership From/Thru Dates</b> <div>Jan 16, 18</div> <div>Jun 30, 18</div>	
<b>506/5151 From/Thru Dates</b> <div>From 1</div> <div>From 2</div> <div>Thru</div>	

TaxBill Days	166	Print R/C Wks	C
R/C Date	Apr 4, 2019	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-039-456-000	2017	A0777	C	020-263-004-000	020-263-004-000	002-033	002-033

R&T 1	4986	R&T 2		N	Taxroll Asmt Only	Y	Value History	Taxability Code	001
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	Roll Value	New Value	Sup From Net	Sup To Net	
Land	375,000	238,732	136,268	0	
Structure	1,537,500	1,313,036	224,464	0	
Growing					
PP MH					
Fixtures R/P					
Fixtures					
Personal Property					
HOX					
Other Exemptions					
CODE		Net Change	-360,732	Supl Change	-360,732

Owner NATIONAL HOTEL LLC  
Mailing Address 2 WATER STREET  
JACKSON CA 95642

Situs 2 WATER ST  
JACKSON CA

Bill Comments CANCEL TAX  
NO CHANGE IN VALUE

Supl Info	
N	10 % PP Penalty
N	Restricted
N	Timber Preserve
N	5151 Interest
N	506 Interest

Event From/Thru Dates	
Jan 16, 2018	Jan 16, 2018

Ownership From/Thru Dates	
Jan 16, 18	Jun 30, 18

506/5151 From/Thru Dates		
From 1	From 2	Thru

TaxBill Days	166	Print R/C Wks	C
R/C Date	Apr 4, 2019	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-039-455-000	2018	A0780	C	020-263-001-000	020-263-001-000	002-033	002-033

R&T 1	4986	R&T 2		N	Taxroll Asmt Only	Y	Value History	Taxability Code	000
-------	------	-------	--	---	-------------------	---	---------------	-----------------	-----

	Roll Value	New Value	Sup From Net	Sup To Net	
Land	125,000	67,556	57,444	0	
Structure	512,000	90,076	421,924	0	
Growing					
PP MH					
Fixtures R/P					
Fixtures					
Personal Property					
HOX					
Other Exemptions					
CODE		Net Change	-479,368	Supl Change	-479,368

Owner NATIONAL HOTEL LLC  
Mailing Address PO BOX 2071  
JACKSON CA 95642

Situs 6 WATER ST  
JACKSON CA

Bill Comments CANCEL TAX  
NO CHANGE IN VALUE

Supl Info		
N	10 % PP Penalty	
N	Restricted	
N	Timber Preserve	
N	5151 Interest	
N	506 Interest	
Event From/Thru Dates		
Jan 16, 2018	Jan 16, 2018	
Ownership From/Thru Dates		
Jul 1, 18	Jun 30, 19	
506/5151 From/Thru Dates		
From 1	From 2	Thru

TaxBill Days	365	Print R/C Wks	C
R/C Date	Apr 4, 2019	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
991-039-456-000	2018	A0778	C	020-263-004-000	020-263-004-000	002-033	002-033

R&T 1	4986	R&T 2		N	Taxroll Asmt Only	Y	Value History	Taxability Code	001
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	Roll Value	New Value	Sup From Net	Sup To Net	
Land	375,000	243,506	131,494	0	
Structure	1,537,500	1,339,296	198,204	0	
Growing					
PP MH					
Fixtures R/P					
Fixtures					
Personal Property					
HOX					
Other Exemptions					
CODE		Net Change	-329,698	Supl Change	-329,698

Owner NATIONAL HOTEL LLC  
Mailing Address 2 WATER STREET  
JACKSON CA 95642

Situs 2 WATER ST  
JACKSON CA

Bill Comments CANCEL TAX  
NO CHANGE IN VALUE

Supl Info	
N	10 % PP Penalty
N	Restricted
N	Timber Preserve
N	5151 Interest
N	506 Interest

Event From/Thru Dates	
Jan 16, 2018	Jan 16, 2018

Ownership From/Thru Dates	
Jul 1, 18	Jun 30, 19

506/5151 From/Thru Dates		
From 1	From 2	Thru

TaxBill Days	365	Print R/C Wks	C
R/C Date	Apr 4, 2019	Print R/C Letter	C
Created By	TM	R/C Completed	C

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

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Administrative Agency: Resolution approving the dissolution of County Service Area #3 (LAFCO Project #303)

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

LAFCO, Auditor

## **ATTACHMENTS**

- [LAFCO Project\\_303 \(3\).docx](#)



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

IN THE MATTER OF:

RESOLUTION NO. 19-xxx

RESOLUTION APPROVING THE  
DISSOLUTION OF COUNTY SERVICE  
AREA #3 (LAFCO PROJECT #303)

WHEREAS, The dissolution of County Service Area #3 in the Lake Camanche area is proposed pursuant to LAFCO Project #303 and required by Government Code § 56879 ; and

WHEREAS, California Revenue and Taxation Code Section 99, et.seq. provides for special districts and the County to negotiate an agreement for the transfer of taxes for all changes of organization and the transfer of taxes is neutral.

WHEREAS, CSA #3 is an inactive district and was identified by the State Controller as inactive on March 6, 2019; and.

WHEREAS, CSA #3 does not and has never received a share of property tax; negotiations on behalf of an inactive district are not feasible and no change in distribution of property tax is needed;

THEREFORE, BE IT RESOLVED, that the Amador County Board of Supervisors does hereby approve the property tax exchange as no change in the current distribution and allocation of property tax in the affected area.

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 23<sup>rd</sup> day of April 2019, by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
Brian Oneto, Chair, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

# **Board of Supervisors Agenda Item Report**

Submitting Department: Environmental Health

Meeting Date: April 23, 2019

## **SUBJECT**

Environmental Health: Resolution authorizing the Chairman of the Board to execute all LEA Enforcement Assistance Grant documents, including but not limited to applications, agreements, amendments and requests for payment, necessary to secure grant funds from CalRecycle and implement the approved grant project for a period of 5 years.

## **Recommendation:**

Adopt resolution.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Environmental Health

## **ATTACHMENTS**

- [LEA RESOLUTION 2019.doc](#)

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

IN THE MATTER OF:

RESOLUTION OF THE AMADOR COUNTY	)	
BOARD OF SUPERVISORS AUTHORIZING	)	
SUBMITTAL OF APPLICATION(S) FOR ALL	)	RESOLUTION NO. 19-
CALRECYCLE GRANTS FOR WHICH	)	
AMADOR COUNTY IS ELIGIBLE	)	

WHEREAS, Public Resources Codes sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (Grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority the CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Amador County Board of Supervisors authorizes the submittal of application(s) to the CalRecycle for all grants for which Amador County is eligible.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors, or his/her designee is hereby authorized and empowered to execute in the name of Amador County all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote:

AYES:

NOES:

ABSENT:

---

Chairman, Board of Supervisors

ATTEST:

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

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# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: April 23, 2019

## **SUBJECT**

General Services Administration: Resolution deeming APN 011-050-026 as surplus property and selling the parcel to Gary Hartwick, Trustee of the Gary Hartwick Revocable Living Trust-2014 in the amount of \$4,000.00. (1.59+/- Acres).

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Jon Hopkins - GSA; Auditor-Controller

## **ATTACHMENTS**

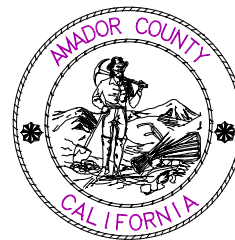
- [Hartwick Memo 4.1.19.pdf](#)
- [Planning Hartwick Memo 03.11.19.pdf](#)
- [Resolution for selling 1.59 acres APN 011-050-026 to Hartwick 4.1.19.pdf](#)
- [Boundary Line Adjustment Map 065M044 - 4.1.19.pdf](#)
- [HARTWICK-ABANDONMENT MAP 4.1.19.pdf](#)

# 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](mailto:jhopkins@amadorgov.org)



## SUMMARY MEMORANDUM

**DATE:** April 1, 2019  
**TO:** Board of Supervisors  
**COUNTY NEGOTIATORS:** Chuck Iley & Jon Hopkins *Hop*  
**PROPERTY:** APN 011-050-026 – 1.59 +/- Acres  
**NEGOTIATING PARTIES:** Mr. Gary Hartwick  
**UNDER NEGOTIATION:** Terms and Conditions to Consider Selling

**Background:** The County owns property identified as APN 011-050-026 which is approximately 1.59 +/- acres and acquired this property from Caltrans on February 5, 2009 for \$3,600.00. The County purchased this land to have the ability to make future improvements to Tonzi Road. However, this short portion of Tonzi Road ends at Mr. Gary Hartwick's property. Mr. Hartwick (adjacent property owner) desires to acquire the parcel from the County in the amount of \$4,000.00 to realign his driveway to accommodate his hay trucks. The County would be relinquishing that portion of Tonzi Road and its requirement for maintenance too (see attached maps).

The Board last reviewed this matter in closed session providing direction to sell the entire 1.59 +/- Acres to Mr. Hartwick.

**Subject or Key Issue:** Determination to sell.

**Analysis:** There are several approaches to selling County owned properties. When a private party is interested in obtaining County owned property the Board must first be willing to surplus the property. If the Board desires to surplus the property, the Property Negotiator identifies property not being used and the Board takes action to approve a resolution declaring its intent to sell or lease, specifying the minimum price and terms upon which the property will be sold pursuant to Government Code Section (GC) 25526; this requires a 2/3rds vote. If the estimated value does not exceed \$25,000.00 the County may sell, exchange, quitclaim or convey the property or interest therein upon the terms and conditions approved by the Board pursuant to Government Code Section (GC) 25526.5.

Prior to this action, the County has a legal obligation to first offer the property to other public entities outlined in GC 54222 of which they have 60 days to respond pursuant to GC 65402 the Property Negotiator is required to perform a planning review process in which Planning (can include a City Planning Dept., too) has 40 days to respond. Typically, once all that is done, the Property Negotiator develops a legal ad pursuant to Government Code Section 6063 and Invitation to Bid based upon the Board's approved resolution; in this case bids are not required due to the value.

Notice requirements for both GC Section 54222 and 65402 have been completed and no public entity made an offer and Planning has identified no conflict or technical objections (memo attached).

**Alternatives:** Don't sell or sell a portion. **Fiscal or Staffing Impacts:** Cost of legal ads & staff time.

**4/5ths vote:** N/A. **Recommendation(s):** 1) Approve the resolution deeming the parcel as surplus property and selling the parcel to Gary Hartwick, Trustee of the Gary Hartwick Revocable Living Trust – 2014 in the amount of \$4,000.00.

c: Chuck Iley, CAO & file



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**PLANNING DEPARTMENT**

PHONE: (209) 223-6380

FAX: (209) 257-5002

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [planning@amadorgov.org](mailto:planning@amadorgov.org)

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

**MEMORANDUM**

**TO: JON HOPKINS, GENERAL SERVICES ADMINISTRATION DIRECTOR**

**FROM: CHUCK BEATTY, PLANNING DIRECTOR**

A handwritten signature in black ink, appearing to be "CB" or "Beatty", is written over the "FROM" line.

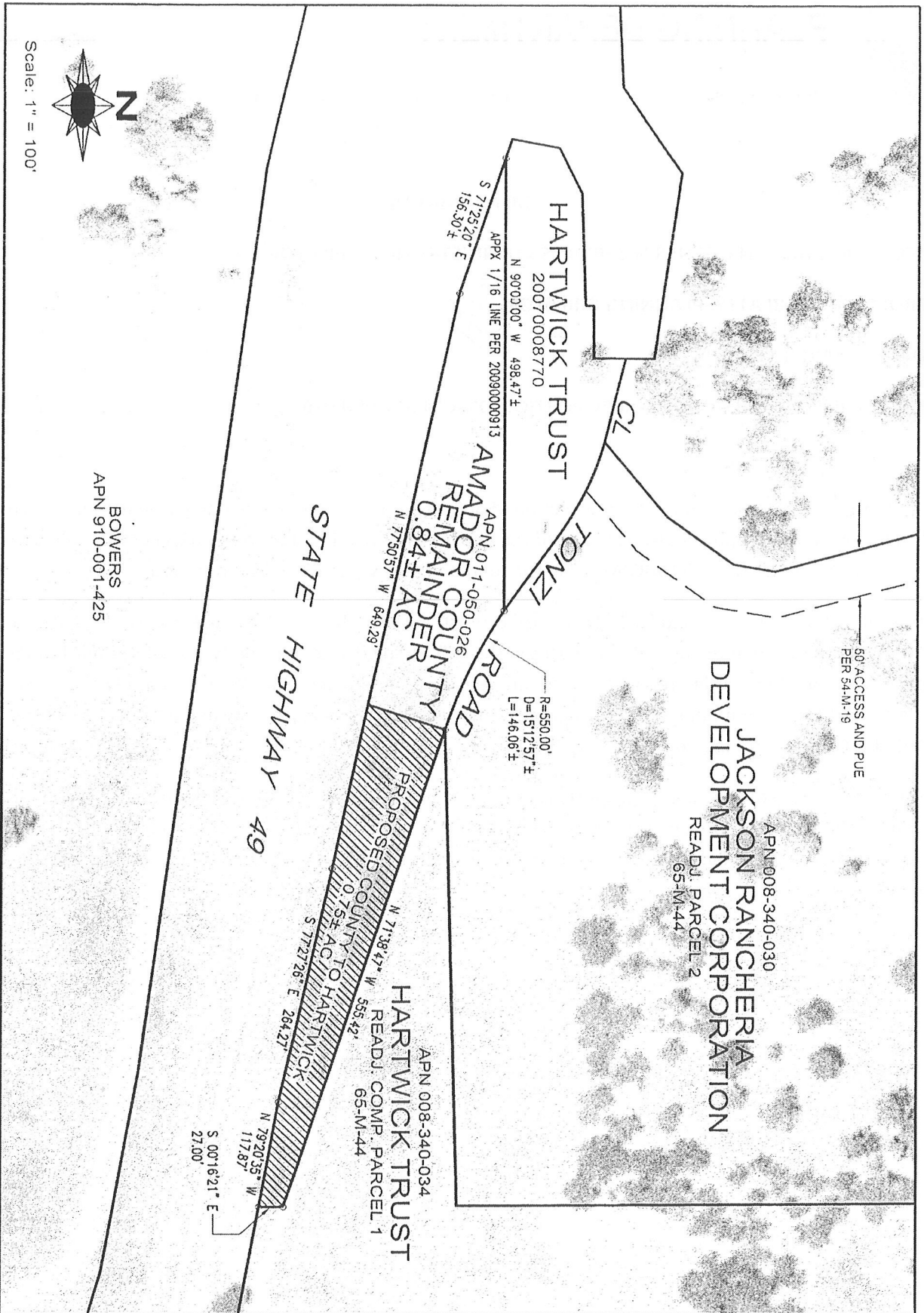
**DATE: MARCH 11, 2019**

**RE: DISPOAL/SALE OF 0.75-ACRE PORTION OF APN 011-050-026**

In accordance with Government Code Section 65402, the Amador County Planning Department (agency) has reviewed the proposed disposal/sale of the above-referenced real property which is also identified as "PROPOSED COUNTY TO HARTWICK" in the map on the reverse of this memorandum.

The subject property is zoned "X," Special Use District, and has the General Plan land use designation of AG, Agricultural-General. By-right land uses in the "X" zoning district include two single-family homes per parcel (one home is limited to 1,200 square feet) and general agricultural uses. All other land uses are subject to a Conditional Use Permit process involving discretionary review and approval by the Amador County Planning Commission.

The disposal/sale of the subject property is not in conflict with any provision of the Amador County General Plan, and the current zoning and General Plan classifications are not proposed to be amended by this action. The Amador County Planning Department has no technical objection to the proposed action.



REVISIONS	BY

DATE: 4.27.18	<b>EXHIBIT MAP</b> <b>AMADOR COUNTY</b> <b>TONZI ROAD</b> <b>PARCEL</b> PORTION OF SECTION 1, T. 6 N., R. 10 E., M. D. M. AMADOR COUNTY, CALIFORNIA	<b>TOMA &amp; ASSOCIATES INC.</b> ENGINEERING - SURVEYING - PLANNING 41 Summit Street, Jackson, CA 95642 (209) 223-0156
SCALE: 1" = 100'		
DRAWN BY: GHW		
JOB NO.: 1710-02		

SHEET <b>1</b>	OF 1 SHEET
----------------	------------



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

RESOLUTION DECLARING CERTAIN PARCEL  
A.P.N. 011-050-026-000 AS SURPLUS AND  
RESOLUTION TO SELL PROPERTY IN AMADOR  
COUNTY, CALIFORNIA)  
XXX

RESOLUTION NO. XX-

WHEREAS the County of Amador, State of California owns certain parcel identified as 1.59 +/- Acres APN 011-050-026 as described on Exhibit "A"; and

WHEREAS said parcel is declared surplus no longer needed for County use; and

WHEREAS said parcel will be sold AS IS and with any existing encumbrances; and

WHEREAS the adjoining property owner Gary Hartwick, Trustee of the Gary Hartwick Revocable Living Trust - 2014 located at 391 Hanford Street, Sutter Creek, CA desires to purchase said parcel in the amount of \$4,000.00; and

WHEREAS the County of Amador desires to sell said parcel to Gary Hartwick, Trustee of the Gary Hartwick Revocable Living Trust – 2014; and

BE IT RESOLVED the Board of Supervisors approves the sale of said surplus parcel in the amount of \$4,000.00 to Gary Hartwick, Trustee of the Gary Hartwick Revocable Living Trust – 2014; and

BE IT FURTHER RESOLVED the Chairman of said Board be and hereby is authorized to sign and execute all of the appropriate documents related to this matter and;

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 9 day of April, 2019, by the following vote:

AYES: NOES: ABSENT

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

EXHIBIT "A"  
LEGAL DESCRIPTION

Property located in Amador County, California, more particularly described as follows:

1. APN 011-050-026-000

All that portion of that parcel described in that deed recorded February 18, 1972 in Book 222 at Page 194, Amador County Records, lying northerly of the following described line:

Commencing at a 1" steel rod tagged CE 1706 shown to mark the northwesterly terminus of that course shown as "S. 46° 08' 41" E. 645.00' " on that record of survey filed May 14, 1986 in Book 40 of Maps and Plats at Page 45, Amador County Records, from which a 2" iron pipe with cap shown to mark the northeast corner of Section 1, T. 6 N., R. 10 E., bears N. 6° 59' 25" W., 1238.656 meters; thence, N. 50° 58' 25" W., 1194.578 meters to the Point of Beginning;

thence (1), N. 79° 20' 22" W., 64.857 meters;

thence (2), N. 77° 27' 13" W., 80.551 meters;

thence (3), N. 77° 50' 44" W., 197.906 meters;

thence (4), N. 71° 25' 07" W., 47.313 meters to a point on the 1/16<sup>th</sup> line that bears S. 71° 20' 30" W., 1222.189 meters from said 2" iron pipe.

Containing 0.643 hectares, more or less, not including that portion lying within adjoining Tonzi Road.

Subject to special assessments, if any, restrictions, reservations and easements of record.

There shall be no abutter's rights of access appurtenant to the above described real property in and to the adjacent State highway.

Coordinates, bearings and distances shown are based on the California Coordinate System 1983, Zone 2. Multiply distances shown by 1.0000760 to obtain ground level distances. To convert meters to the U.S. Survey foot multiply distances by 3937/1200. To convert hectares to acres multiply by 2.471.



NOTES and LEGEND

- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 SET ON THIS SURVEY
- DENOTES FOUND 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 PER 63-M-53
- ⊙— DENOTES FOUND 3/4" REBAR TAGGED LS 4233 PER 63-M-53
- ⊗— DENOTES FOUND 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 PER 54-M-19
- ⊠— DENOTES FOUND 1" IRON PIPE WITH CALIFORNIA DOT PLUG PER 63-M-53
- DENOTES FOUND 3" STEEL FENCE POST TAGGED PLS 3570 PER 63-M-53
- ⊞— DENOTES FOUND 4" SPLIT RAIL FENCE POST TAGGED PLS 3570 PER 63-M-53
- ( ) DENOTES RECORD DATA PER 63-M-53
- ( )<sup>b</sup> DENOTES RECORD DATA PER 54-M-19
- CL DENOTES CENTERLINE OR DISTANCE TO CENTERLINE

BASIS OF BEARINGS IS REFERRED TO A PORTION OF THE SOUTH LINE OF ADJUSTED COMPLIANCE PARCEL 1 AS SHOWN ON 63-M-53, THE BEARING OF WHICH IS N 89°52'07" E.

RECORD of SURVEY  
BOUNDARY LINE ADJUSTMENT

for  
GARY HARTWICK, Trustee of the  
Gary Hartwick Revocable Living Trust - 2014  
20140000947

and  
JACKSON RANCHERIA DEVELOPMENT CORPORATION  
20160002332

BEING A PORTION OF THE NW AND NE 1/4 SECTION 1, T. 6 N., R. 10 E.  
AND THE SE 1/4 SECTION 36, T. 7 N., R. 10 E., M. D. M.  
COUNTY OF AMADOR, STATE OF CALIFORNIA

November, 2017

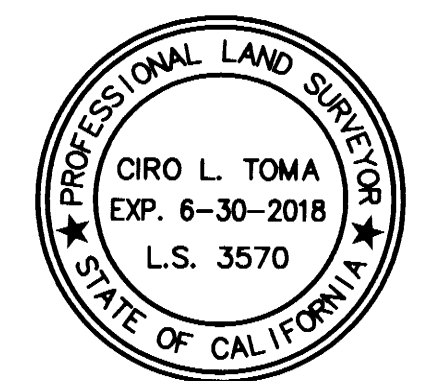
**TOMA & ASSOCIATES INC.**  
ENGINEERING - SURVEYING - PLANNING  
41 Summit Street, Jackson, CA 95642  
(209) 223-0156

Scale: 1"=100'

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF GARY HARTWICK IN OCTOBER OF 2017.  
DATE: November 29, 2017

*C. L. Toma*  
CIRO L. TOMA P.L.S. 3570  
MY LICENSE EXPIRES 6-30-2018



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 18th DAY OF December, 2017.

*Steven A. Zanetta*  
STEVEN A. ZANETTA PLS 6245  
AMADOR COUNTY SURVEYOR  
MY LICENSE EXPIRES 3-31-2018



COMPLIANCE CERTIFICATE

THIS BOUNDARY LINE ADJUSTMENT IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE, AND ANY APPLICABLE ORDINANCE ENACTED PURSUANT THERETO.

THIS ADJUSTMENT MUST BE COMPLETED IN ALL ASPECTS BY THE 28th DAY OF NOVEMBER, 2018. THE EXCHANGE OF DEEDS OR COMPLIANCE CERTIFICATES MUST BE RECORDED BEFORE THE ABOVE DATE PER ORDINANCE No. 1445, CHAPTER 17.89 OF THE AMADOR COUNTY CODE.  
DATE: December 18, 2017

*Steven A. Zanetta*  
STEVEN A. ZANETTA PLS 6245  
AMADOR COUNTY SURVEYOR  
MY LICENSE EXPIRES 3-31-2018



RECORDER'S STATEMENT

FILED THIS 20th DAY OF December, 2017 AT 3:36 P.M.  
IN BOOK 65 OF MAPS AND PLATS AT PAGE 44 AT THE REQUEST OF  
THE AMADOR COUNTY SURVEYOR.

FEE: \$10.00 pd/fled

INSTRUMENT No.: 2017-0009929

*Kimberly L. Grady*  
KIMBERLY L. GRADY  
AMADOR COUNTY RECORDER

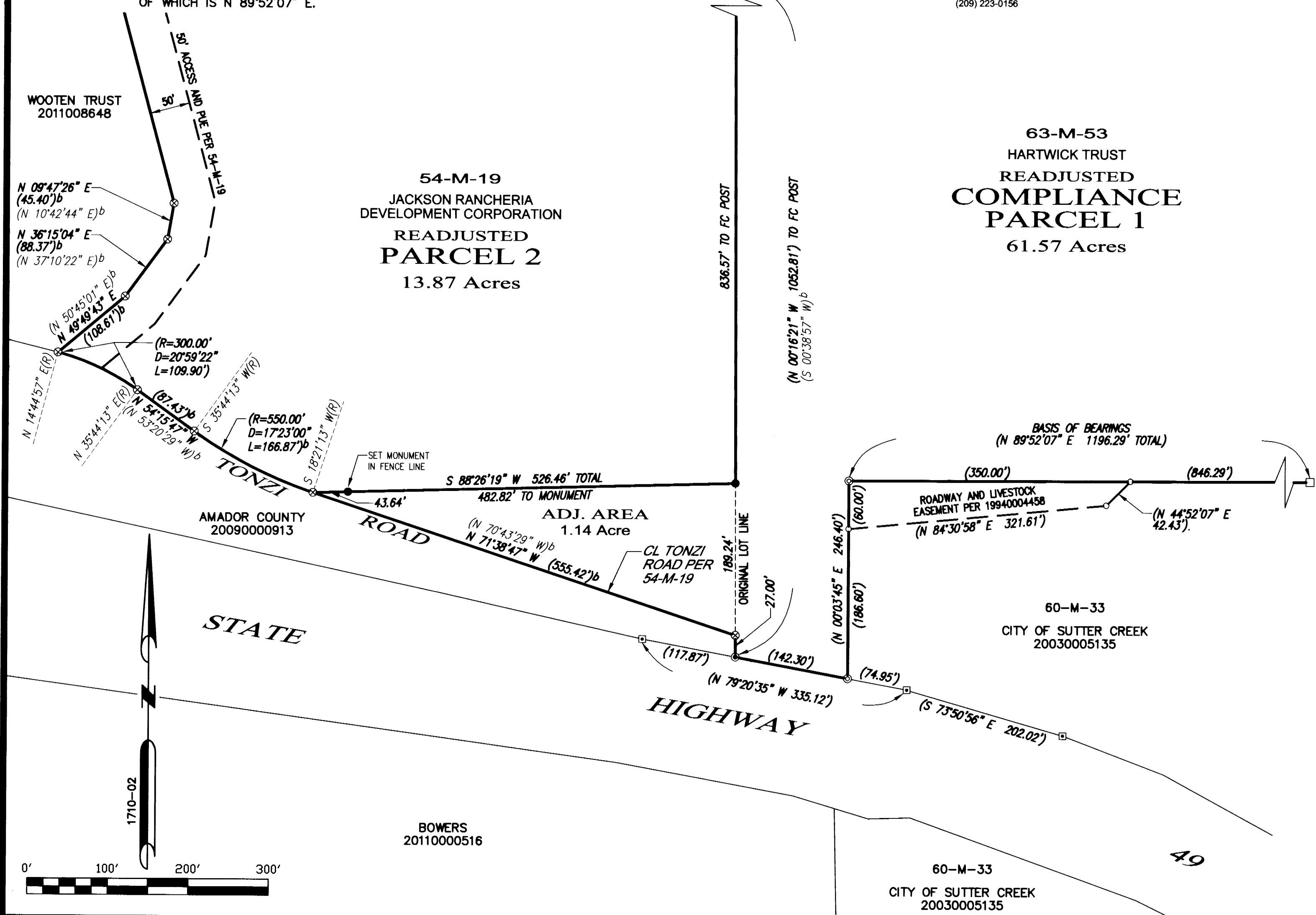
BY: *Uchutado*  
DEPUTY

OWNER'S STATEMENT

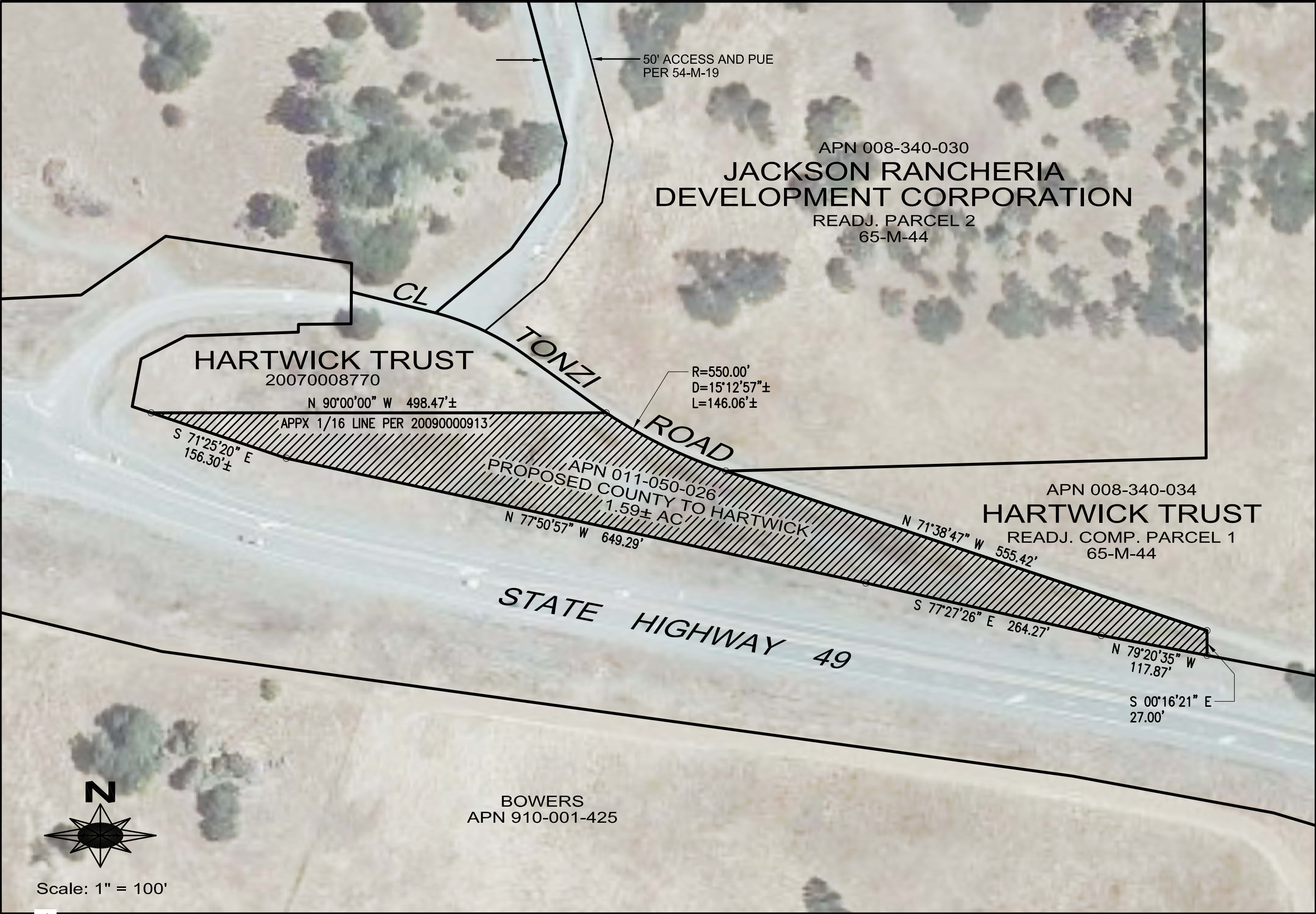
THE UNDERSIGNED, BEING THE OWNERS OF THE PROPERTY DELINEATED HEREON, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

*Gary Hartwick*  
GARY HARTWICK, Trustee of the  
Gary Hartwick Revocable Living Trust-2014

*Rich Hoffman*  
JACKSON RANCHERIA DEVELOPMENT CORP.  
by Rich Hoffman, Chief Executive Officer







REVISIONS	BY

**TOMA & ASSOCIATES INC.**

ENGINEERING - SURVEYING - PLANNING  
41 Summit Street, Jackson, CA 95642  
(209) 223-0156

EXHIBIT MAP

**AMADOR COUNTY**  
TONZI ROAD  
PARCEL

PORTION OF SECTION 1, T. 6 N., R. 10 E., M. D. M.  
AMADOR COUNTY, CALIFORNIA

DATE: 4.01.2019
SCALE: 1"= 100'
DRAWN BY: GMW
JOB NO.: 1710-02
SHEET <b>1</b> OF 1 SHEET

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: April 23, 2019

## **SUBJECT**

Public Works: Resolution Adopting the Fiscal Year 19/20 Senate Bill 1 ( SB 1 ) Project List

## **Recommendation:**

Adopt resolution and direct staff to submit FY 19/20 project list and supporting documentation to the California Transportation Commission by May 1, 2019.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2019-4-15\\_SB1 FY 19\\_20.pdf](#)
- [FY 19-20 PW SB1 Resolution.docx](#)
- [FY 19\\_20 SB1 EXHIBIT A.pdf](#)
- [huta\\_and\\_rmra\\_fy\\_2019-20\\_estimates\\_-\\_revised\\_012519.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

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

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** April 15, 2019

**SUBJECT:** Fiscal Year 19/20 Senate Bill 1 (SB 1) Resolution and Project List Adoption

### Overview

Staff has analyzed the anticipated SB 1 revenue for FY 19/20 and has developed the SB 1 project lists for implementation. An initial project list was discussed at Public Works Committee on February 21, 2019, and the Board of Supervisors regular meeting on April 9, 2019. The Fiscal Year 19/20 final SB 1 project list is due to the California Transportation Commission (CTC) by May 1, 2019. Prior to submission of Fiscal year 19/20 SB 1 project list to CTC, the project list must be adopted by resolution by the Board of Supervisors. Below is a summary of the projected revenues and expenditures for FY 19/20 for SB 1.

#### Fiscal Year 19/20 SB 1 Projected Revenues:

1. \$1,565,403=Road Maintenance & Rehabilitation Account (RMRA)
2. \$106,655=Loan Repayment

\$1,672,058=Total SB1 Revenues

#### Fiscal Year 19/20 SB 1 Project Expenditure List Breakdown

1. \$720,200=County Road Dig-outs/Major Repairs (Estimate 168 locations)
2. \$300,000=Striping on various County Roads. (Estimate 100 miles)
3. \$225,000=Culvert Replacement on various County Roads. (Estimate 15 locations)
4. \$175,000=Minor Repairs/Materials (HMA Potholes, HMA Patching, Miscellaneous HMA, Rock, Minor Facilities)
5. \$20,000=Crack Sealing (Miscellaneous)
6. \$100,000=Future Equipment and Tools Replacement
7. \$100,000=Future Shenandoah Road Microsurface Project (Multi-Year Contribution)
8. \$32,058=Roadside Maintenance (Contract Work)

\$1,672,058=Total SB1 Expenditures

### Requested Action

1. Adopt resolution for FY 19/20 SB1 and Exhibit "A" project lists.
2. Direct Staff to submit FY 19/20 project list and supporting documentation to the California Transportation Commission by May 1, 2019.

### Fiscal Impact

SB1 Projects are included in the Requested FY 19/20 Department Budget.

### Attachments:

Resolution and FY 19/20 SB1 Project List Exhibit "A"  
CSAC SB1 estimate 1/25/19

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

IN THE MATTER OF:

RESOLUTION ADOPTING THE 2019-20  
SB 1 PROJECTS LIST ROAD MAINTENANCE  
AND REHABILITATION

RESOLUTION NO. 19-XXX

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of County of Amador are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County of Amador must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, County of Amador, will receive an estimated \$1,565,403 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, County of Amador, will receive an estimated \$106,655 in Loan Repayment funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, County of Amador has conducted a public meeting to ensure public participation into the adoption of the project list detailed in the attached Exhibit "A"; and

WHEREAS, the County of Amador used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the County of Amador maintain and rehabilitate roads throughout the County of Amador this year and similar projects in the future; and



WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Amador, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The Board of Supervisors adopted a list of projects included in Exhibit "A" on April 23, 2019, which is hereby made part of this resolution, for completion with SB1 Road Maintenance and Rehabilitation Account revenues for fiscal year 2019-20.

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 24<sup>th</sup> day of April 2018, by the following vote:

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

NOES: None

ABSENT: None

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Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

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Deputy

**EXHIBIT "A"**

04/15/2019

**Amador County Public Works  
FY 19/20 SB1 Dig-outs Project List Summary**

Road	Square Foot	Cost	Estimated Completion Date	Estimated Useful Life
Tabaud Road	4800	\$ 68,590.48	June 2020	10 Years
Shenandoah Road	7200	\$ 102,885.71	June 2020	10 Years
Climax Road	2400	\$ 34,295.24	June 2020	10 Years
Curran Road	3600	\$ 51,442.86	June 2020	10 Years
Old Sacramento Road	4800	\$ 68,590.48	June 2020	10 Years
Fiddletown Road	2400	\$ 34,295.24	June 2020	10 Years
Sugar Pine Drive	3600	\$ 51,442.86	June 2020	10 Years
Sutter Creek Road	4800	\$ 68,590.48	June 2020	10 Years
Willow Creek Road	6000	\$ 85,738.10	June 2020	10 Years
Pine Grove Volcano Road	3600	\$ 51,442.86	June 2020	10 Years
Sutter-lone Road	7200	\$ 102,885.71	June 2020	10 Years
 Total	 50400	 \$ 720,200.00		

**EXHIBIT "A"**  
**Amador County Public Works**  
**FY 19/20 SB1 Striping Project List**

04/15/2019

Season	Year Road	From	To	Miles	Estimated Completion Date	Estimated Useful Life
FALL	2019 Charleston Road	PM 0.00	PM 2.65	2.65	October 2019	5 Years
FALL	2019 Sutter Creek Road	PM 0.5	PM 11.75	11.75	October 2019	5 Years
FALL	2019 Carbondale Road	PM 0.0	PM 8.55	8.55	October 2019	5 Years
FALL	2019 Jackson Valley Road	PM 0.0	PM 0.66	0.66	October 2019	5 Years
FALL	2019 Dave Brubeck	PM 0.0	PM 3.25	3.25	October 2019	5 Years
FALL	2019 Village Drive	PM 0.0	PM 2.84	2.84	October 2019	5 Years
FALL	2019 Mohawk Court	PM 0.0	PM 0.13	0.13	October 2019	5 Years
FALL	2019 Village Drive	PM 0.0	PM 0.05	0.05	October 2019	5 Years
FALL	2019 Fox Court	PM 0.0	PM 0.23	0.23	October 2019	5 Years
FALL	2019 Hoya Court	PM 0.0	PM 0.06	0.06	October 2019	5 Years
FALL	2019 Goose Creek Court	PM 0.0	PM 0.10	0.1	October 2019	5 Years
FALL	2019 Nabo Court	PM 0.0	PM 0.05	0.05	October 2019	5 Years
FALL	2019 Duck Creek Road	PM 0.0	PM 0.87	0.87	October 2019	5 Years
FALL	2019 Goose Creek Road	PM 0.0	PM 0.57	0.57	October 2019	5 Years
FALL	2019 Newman Hill Drive	PM 0.0	PM 0.26	0.26	October 2019	5 Years
FALL	2019 Newman Hill Court	PM 0.0	PM 0.15	0.15	October 2019	5 Years
FALL	2019 Coyote Drive	PM 0.0	PM 0.58	0.58	October 2019	5 Years
FALL	2019 Papoose Drive	PM 0.0	PM 0.11	0.11	October 2019	5 Years
FALL	2019 Snowbird Road	PM 0.0	PM 0.09	0.09	October 2019	5 Years
FALL	2019 Bevers Way	PM 0.0	PM 0.17	0.17	October 2019	5 Years
FALL	2019 Inyo Court	PM 0.0	PM 0.13	0.13	October 2019	5 Years
FALL	2019 Hoko Court	PM 0.0	PM 0.07	0.07	October 2019	5 Years
FALL	2019 Grapevine Gulch Road	PM 0.0	PM 1.36	1.36	October 2019	5 Years
FALL	2019 Charmstone Way	PM 0.0	PM 0.21	0.21	October 2019	5 Years
FALL	2019 Teepee Court	Pm 0.0	PM 0.08	0.08	October 2019	5 Years
FALL	2019 Quiver Drive	PM 0.0	PM 0.42	0.42	October 2019	5 Years
FALL	2019 Teton Court	PM 0.0	PM 0.21	0.21	October 2019	5 Years
FALL	2019 Yuma Court	PM 0.0	PM 0.15	0.15	October 2019	5 Years
FALL	2019 Zumi Court	PM 0.0	PM 0.11	0.11	October 2019	5 Years
FALL	2019 Cheyenne Drive	PM 0.0	PM 0.48	0.48	October 2019	5 Years
FALL	2019 Cheyenne Court	PM 0.0	PM 0.08	0.08	October 2019	5 Years
FALL	2019 Coyote Court	PM 0.0	PM 0.13	0.13	October 2019	5 Years
FALL	2019 Roadrunner Drive	PM 0.0	PM 0.58	0.58	October 2019	5 Years
FALL	2019 Roadrunner Court	PM 0.0	PM 0.06	0.06	October 2019	5 Years
FALL	2019 Yolo Court	PM 0.0	PM 0.07	0.07	October 2019	5 Years
FALL	2019 Flint Trail	PM 0.0	PM 0.24	0.24	October 2019	5 Years
FALL	2019 Ridge Road	PM 0.20	PM 8.33	8.13	October 2019	5 Years
FALL	2019 Climax Road	PM 0.0	PM 3.02	3.02	October 2019	5 Years
FALL	2019 Pine Grove Volcano Road	PM 0.0	PM 3.15	3.15	October 2019	5 Years
FALL	2019 Pioneer Volcano Road	PM 0.0	PM 2.79	2.79	October 2019	5 Years
SPRING	2020 Forest Home Road	PM 0.0	PM 1.14	1.14	July 2020	5 Years
SPRING	2020 Carbondale Road	PM 0.0	PM 8.55	8.55	July 2020	5 Years
SPRING	2020 Shenandoah School Road	PM 0.0	PM 3.95	3.95	July 2020	5 Years
SPRING	2020 Bell Road	PM 0.0	PM 1.30	1.3	July 2020	5 Years
SPRING	2020 Ostrom Road	PM 0.0	PM 2.35	2.35	July 2020	5 Years
SPRING	2020 Pine Gulch Road	PM 0.0	PM 0.58	0.58	July 2020	5 Years
SPRING	2020 Old Highway 49	PM 0.0	PM 0.87	0.87	July 2020	5 Years
SPRING	2020 Old Highway 49	PM 0.0	PM 0.60	0.6	July 2020	5 Years
SPRING	2020 New Chicago Road	PM 0.0	PM 1.08	1.08	July 2020	5 Years
SPRING	2020 Pioneer Creek Road	PM 0.0	PM 0.39	0.39	July 2020	5 Years
SPRING	2020 Defender Grade	PM 0.0	PM 0.50	0.5	July 2020	5 Years
SPRING	2020 Joyce Road	HWY 26	Defender Grade	0.45	July 2020	5 Years
SPRING	2020 Pine Grove Volcano Road	PM 0.0	PM 3.15	3.15	July 2020	5 Years
SPRING	2020 Pioneer Volcano Road	PM 0.0	PM 2.79	2.79	July 2020	5 Years
SPRING	2020 Meadow Drive	Sugar Pine	SR88	2.46	July 2020	5 Years
SPRING	2020 Silver Drive	PM 0.0	PM 0.90	0.9	July 2020	5 Years
SPRING	2020 Sugar Pine Drive	PM 0.0	PM 1.88	1.88	July 2020	5 Years
SPRING	2020 McKenzie Drive	PM 0.0	PM 1.19	1.19	July 2020	5 Years
SPRING	2020 Barton Road	PM 0.0	PM 0.65	0.65	July 2020	5 Years
SPRING	2020 Carson Drive	PM 0.0	PM 0.687	0.687	July 2020	5 Years
SPRING	2020 Mira Vista Court	PM 0.0	PM 0.14	0.14	July 2020	5 Years
SPRING	2020 Alta Vista Court	PM 0.0	PM 0.13	0.13	July 2020	5 Years

## EXHIBIT "A"

04/15/2019

Amador County Public Works  
FY 19/20 SB1 Striping Project List

SPRING	2020 North Meadow	PM 0.0	PM 0.14	0.14	July 2020	5 Years
SPRING	2020 Creekside Drive	PM 0.0	PM 0.28	0.28	July 2020	5 Years
SPRING	2020 Ruggles Court	PM 0.0	PM 0.10	0.1	July 2020	5 Years
SPRING	2020 Kings Court	PM 0.0	PM 0.12	0.12	July 2020	5 Years
SPRING	2020 Forest Knoll Court	PM 0.0	PM 0.08	0.08	July 2020	5 Years
SPRING	2020 Parkwood Drive East	PM 0.0	PM 0.22	0.22	July 2020	5 Years
SPRING	2020 Silver Point Drive	PM 0.0	PM 0.43	0.43	July 2020	5 Years
SPRING	2020 Fairway Drive	PM 0.0	PM 0.45	0.45	July 2020	5 Years
SPRING	2020 Parkwood Drive	Pm 0.0	PM 0.25	0.25	July 2020	5 Years
SPRING	2020 Woodcrest Drive	PM 0.0	PM 0.25	0.25	July 2020	5 Years
SPRING	2020 North Creekside Drive	PM 0.0	PM 0.12	0.12	July 2020	5 Years
SPRING	2020 Acorn Court	PM 0.0	PM 0.10	0.1	July 2020	5 Years
SPRING	2020 Ashland View Court	PM 0.0	PM 0.03	0.03	July 2020	5 Years
SPRING	2020 Crystal Ridge Court	PM 0.0	PM 0.12	0.12	July 2020	5 Years
SPRING	2020 Deer Court	PM 0.0	PM 0.04	0.04	July 2020	5 Years
SPRING	2020 Sunset Court	PM 0.0	PM 0.11	0.11	July 2020	5 Years
SPRING	2020 Conifer Court	PM 0.0	PM 0.12	0.12	July 2020	5 Years
SPRING	2020 Sugar Pine Court	PM 0.0	PM 0.03	0.03	July 2020	5 Years
SPRING	2020 Mason Court	PM 0.0	PM 0.10	0.1	July 2020	5 Years
SPRING	2020 Alpine Drive	Lake Dr	End	0.44	July 2020	5 Years
SPRING	2020 Silver Drive South	End	Silver Dr	0.52	July 2020	5 Years
SPRING	2020 Oak Leaf Court	Silver Dr South	End	0.07	July 2020	5 Years
SPRING	2020 Meadow Moss Road	Forrest Oak	Silver Dr	0.13	July 2020	5 Years
SPRING	2020 Silver Pine Road	End	Silver Dr	0.18	July 2020	5 Years
SPRING	2020 Forrest Oak Road	Silver Dr South	End	0.36	July 2020	5 Years
SPRING	2020 Cedar Heights Drive	Tiger Creek	Silver Dr	0.34	July 2020	5 Years
SPRING	2020 Alpine Lane	Madrobe Ln	End	0.27	July 2020	5 Years
SPRING	2020 Pine Needle Drive	Barton Rd	Pine Needle Ct	0.14	July 2020	5 Years
SPRING	2020 Pine Needle Court	Pine Needle Dr	End	0.14	July 2020	5 Years
SPRING	2020 Broken Oak Road	Silver Dr	Barton Rd	0.1	July 2020	5 Years
SPRING	2020 Barton Court	Pine Needle Dr	End	0.04	July 2020	5 Years
SPRING	2020 Lake Drive	End	End	0.41	July 2020	5 Years
SPRING	2020 Lake Court	Lake Dr	End	0.07	July 2020	5 Years

Total

96.627

**EXHIBIT "A"**

04/15/2019

Amador County Public Works  
FY 19/20 SB1 Culvert Project List

Road	Type	Description	Post Mile	Estimated Completion Date	Estimated Useful Life
China Grave Yard Road	Repair/Replace	36 in dia x 60 ft long	0.37	June 2020	30 Years
Sutter-Ione Road	Repair/Replace	24 in dia x 30 ft long	0.1	June 2020	30 Years
Stony Creek Road	Repair/Replace	18 in dia x 60 ft long	6.5	June 2020	30 Years
Stony Creek Road	Repair/Replace	18 in dia x 25 ft long	3.1	June 2020	30 Years
Stony Creek Road	Repair/Replace	18 in dia x 25 ft long	3.15	June 2020	30 Years
Ridge Road	Repair/Replace	24 in dia x 40 ft long	7	June 2020	30 Years
Ridge Road	Repair/Replace	24 in dia x 40 ft long	7.05	June 2020	30 Years
Pine Grove-Volcano Rd	Repair/Replace	18 in dia x 65 ft long	0.06	June 2020	30 Years
Pine Grove-Volcano Rd	Repair/Replace	18 in dia x 30 ft long	0.1	June 2020	30 Years
Shenandoah Road	Repair/Replace	36 in dia x 55 ft long	1.2	June 2020	30 Years
Shenandoah Road	Repair/Replace	12 in dia x 55 ft long	1.7	June 2020	30 Years
Hale Road	Repair/Replace	18 in dia x 45 ft long	0.05	June 2020	30 Years
Clinton Road	Repair/Replace	36 in dia x 60 ft long	7.84	June 2020	30 Years
Shake Ridge Road	Repair/Replace	12 in dia x 40 ft long	9.5	June 2020	30 Years
Buena Vista Road	Repair/Replace	60 in dia x 60 ft long	6.6	June 2020	30 Years
Buena Vista Road	Repair/Replace	36 in dia x 60 ft long	9	June 2020	30 Years

**EXHIBIT "A"**  
Amador County Public Works  
FY 19/20 SB1 Miscellaneous Project List

04/15/2019

Road	Type	Description	Estimated Completion Date	Estimated Useful Life
Amador County Maintained Road System	Repair/Replace/Maintenance	Minor Repairs/Materials (HMA Potholes, HMA Patching, Misc HMA, Rock, Minor Facilities)	July 2020	5-20 Years
Amador County Maintained Road System	Repair/Replace/Maintenance	Crack Filling of Roads through out Amador County	July 2020	5 Years
Amador County Maintained Road System	Procurement	Miscellaneous Equipment and Tools	July 2020	10 Years
Shenandoah Road	Repair/Replace/Maintenance	Microsurface Project	July 2021	7-10 Years
Amador County Maintained Road System	Maintenance	Roadside Maintenance (Brushing, Ditching, Other)	July 2020	3 Years

Estimated County Highway User Tax Account Revenues - FY 2019-20					SB 1 Revenues		
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	Loan Repayment	RMRA	TOTAL
ALAMEDA	\$8,726,863	\$13,304,599	\$6,045,583	\$445,582	\$1,153,905	\$16,936,192	\$46,612,725
ALPINE	\$166,524	\$296,032	\$140,292	\$23,050	\$22,019	\$323,173	\$971,091
AMADOR	\$806,619	\$635,444	\$485,720	\$188,826	\$106,655	\$1,565,403	\$3,788,667
BUTTE	\$2,850,333	\$2,403,983	\$1,716,378	\$433,731	\$376,884	\$5,531,631	\$13,312,940
CALAVERAS	\$1,228,225	\$880,217	\$739,597	\$308,642	\$162,401	\$2,383,612	\$5,702,695
COLUSA	\$964,007	\$603,848	\$580,494	\$115,090	\$127,465	\$1,870,845	\$4,261,748
CONTRA COSTA	\$7,311,178	\$10,715,204	\$5,127,734	\$947,406	\$966,717	\$14,188,776	\$39,257,015
DEL NORTE	\$498,508	\$302,265	\$300,185	\$106,375	\$65,915	\$967,453	\$2,240,702
EL DORADO	\$2,603,675	\$3,522,876	\$1,900,754	\$800,233	\$344,270	\$5,052,943	\$14,224,750
FRESNO	\$8,902,989	\$8,541,335	\$5,361,090	\$1,156,891	\$1,177,194	\$17,278,000	\$42,417,499
GLENN	\$1,172,643	\$735,948	\$706,127	\$132,143	\$155,052	\$2,275,743	\$5,177,657
HUMBOLDT	\$2,254,622	\$1,600,548	\$1,357,660	\$399,665	\$298,116	\$4,375,537	\$10,286,148
IMPERIAL	\$4,034,529	\$2,315,974	\$2,429,462	\$396,584	\$533,464	\$7,829,796	\$17,539,810
INYO	\$1,412,171	\$1,001,398	\$850,363	\$115,331	\$186,724	\$2,740,595	\$6,306,582
KERN	\$8,324,025	\$7,765,939	\$5,012,457	\$1,890,408	\$1,100,640	\$16,154,406	\$40,247,876
KINGS	\$1,727,770	\$1,185,363	\$1,040,407	\$208,103	\$228,454	\$3,353,077	\$7,743,173
LAKE	\$1,216,827	\$909,911	\$732,733	\$312,787	\$160,894	\$2,361,491	\$5,694,643
LASSEN	\$1,183,839	\$978,044	\$712,869	\$123,174	\$156,533	\$2,297,472	\$5,451,932
LOS ANGELES	\$52,607,177	\$79,641,731	\$36,223,991	\$2,746,764	\$6,955,959	\$102,094,561	\$280,270,184
MADERA	\$2,536,070	\$1,485,327	\$1,527,139	\$451,992	\$335,331	\$4,921,741	\$11,257,599
MARIN	\$1,972,109	\$2,489,171	\$1,224,810	\$296,558	\$260,761	\$3,827,265	\$10,070,674
MARIPOSA	\$784,500	\$547,729	\$472,401	\$127,915	\$103,730	\$1,522,477	\$3,558,752
MENDOCINO	\$1,823,181	\$1,215,639	\$1,097,860	\$385,503	\$241,069	\$3,538,241	\$8,301,494
MERCED	\$3,375,029	\$2,374,344	\$2,032,333	\$551,207	\$446,262	\$6,549,907	\$15,329,081
MODOC	\$1,154,613	\$873,494	\$695,271	\$61,101	\$152,668	\$2,240,754	\$5,177,902
MONO	\$854,754	\$812,304	\$514,705	\$31,172	\$113,019	\$1,658,818	\$3,984,772
MONTEREY	\$3,787,291	\$3,988,369	\$2,280,583	\$844,065	\$500,773	\$7,349,982	\$18,751,064
NAPA	\$1,394,772	\$1,500,149	\$839,887	\$315,555	\$184,423	\$2,706,830	\$6,941,616
NEVADA	\$1,426,218	\$1,541,223	\$858,822	\$311,016	\$188,581	\$2,767,856	\$7,093,716
ORANGE	\$18,072,129	\$28,641,995	\$12,920,249	\$744,051	\$2,389,579	\$35,072,515	\$97,840,518
PLACER	\$3,808,564	\$5,597,159	\$2,810,655	\$795,446	\$503,586	\$7,391,267	\$20,906,678
PLUMAS	\$949,793	\$1,085,421	\$571,935	\$146,822	\$125,586	\$1,843,260	\$4,722,817
RIVERSIDE	\$14,893,927	\$20,323,399	\$9,564,689	\$1,430,701	\$1,969,343	\$28,904,591	\$77,086,650

Estimated County Highway User Tax Account Revenues - FY 2019-20					SB 1 Revenues		
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	Loan Repayment	RMRA	TOTAL
SACRAMENTO	\$10,778,035	\$13,568,385	\$6,888,186	\$2,098,228	\$1,425,121	\$20,916,894	\$55,674,849
SAN BENITO	\$903,424	\$692,081	\$544,013	\$154,314	\$119,455	\$1,753,272	\$4,166,558
SAN BERNARDINO	\$14,294,877	\$19,466,089	\$9,165,364	\$1,379,778	\$1,890,133	\$27,742,017	\$73,938,259
SAN DIEGO	\$20,382,684	\$29,610,088	\$13,884,180	\$1,968,339	\$2,695,091	\$39,556,601	\$108,096,982
SAN FRANCISCO	\$4,067,639	\$4,963,728	\$2,449,400	\$9,600	\$537,842	\$7,894,053	\$19,922,262
SF (City Portion)*	\$7,520,163	\$0	\$4,905,354	\$2,055,065	\$994,350	\$14,594,353	\$30,069,285
SAN JOAQUIN	\$5,981,988	\$6,789,151	\$3,602,159	\$859,146	\$790,966	\$11,609,224	\$29,632,633
SAN LUIS OBISPO	\$3,361,823	\$3,133,341	\$2,024,381	\$655,200	\$444,516	\$6,524,279	\$16,143,539
SAN MATEO	\$5,024,266	\$7,581,699	\$3,493,443	\$363,851	\$664,331	\$9,750,575	\$26,878,165
SANTA BARBARA	\$3,394,425	\$4,089,592	\$2,149,681	\$799,680	\$448,826	\$6,587,548	\$17,469,751
SANTA CLARA	\$10,998,872	\$16,687,627	\$7,483,648	\$333,316	\$1,454,321	\$21,345,471	\$58,303,254
SANTA CRUZ	\$2,259,354	\$2,684,020	\$1,461,713	\$640,526	\$298,742	\$4,384,721	\$11,729,076
SHASTA	\$2,624,961	\$2,397,680	\$1,580,666	\$408,090	\$347,084	\$5,094,253	\$12,452,735
SIERRA	\$460,799	\$421,018	\$277,478	\$32,447	\$60,929	\$894,272	\$2,146,943
SISKIYOU	\$1,889,552	\$1,520,730	\$1,137,826	\$199,723	\$249,845	\$3,667,046	\$8,664,721
SOLANO	\$3,255,453	\$4,265,942	\$1,970,433	\$215,646	\$430,451	\$6,317,847	\$16,455,772
SONOMA	\$4,747,425	\$5,340,506	\$2,858,745	\$930,259	\$627,726	\$9,213,310	\$23,717,971
STANISLAUS	\$4,768,242	\$5,073,635	\$2,871,280	\$678,818	\$630,479	\$9,253,710	\$23,276,165
SUTTER	\$1,463,327	\$1,072,797	\$881,168	\$198,622	\$193,488	\$2,839,874	\$6,649,276
TEHAMA	\$1,646,653	\$994,066	\$991,561	\$247,636	\$217,728	\$3,195,654	\$7,293,298
TRINITY	\$876,244	\$693,540	\$527,646	\$93,162	\$115,861	\$1,700,523	\$4,006,976
TULARE	\$5,701,829	\$4,074,034	\$3,433,456	\$685,994	\$753,922	\$11,065,520	\$25,714,755
TUOLUMNE	\$1,150,395	\$981,785	\$692,730	\$311,065	\$152,110	\$2,232,567	\$5,520,653
VENTURA	\$5,546,411	\$8,082,916	\$3,822,059	\$610,043	\$733,372	\$10,763,900	\$29,558,701
YOLO	\$2,045,503	\$1,995,663	\$1,231,735	\$178,176	\$270,466	\$3,969,700	\$9,691,241
YUBA	\$1,158,840	\$769,509	\$697,816	\$263,102	\$153,227	\$2,248,957	\$5,291,451
<b>TOTALS</b>	<b>\$291,128,663</b>	<b>\$356,766,000</b>	<b>\$189,901,354</b>	<b>\$33,713,718</b>	<b>\$38,494,350</b>	<b>\$564,992,353</b>	<b>\$1,474,996,438</b>



# Board of Supervisors Agenda Item Report

Submitting Department: Sheriff

Meeting Date: April 23, 2019

## **SUBJECT**

Sheriff's Office: Resolution Authorizing the County to Apply for and Accept, if Awarded, for FY 19/20 the Boating and Safety and Enforcement Financial Aid Program Funding from the California Department of Parks and Recreation, Division of Boating and Waterways In the Anticipated Amount of \$104,136.00, and Authorization to Participate in the Program.

## **Recommendation:**

Approve Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

Sheriff's Office

## **ATTACHMENTS**

- [Boating Resolution.docx](#)

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

IN THE MATTER OF:

RESOLUTION NO. XXXXX

AUTHORIZATION TO APPLY FOR AND ACCEPT, IF AWARDED, FISCAL YEAR 2019-  
2020 BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM  
FUNDING FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND  
RECREATION, DIVISION OF BOATING AND WATERWAYS IN THE ANTICIPATED  
AMOUNT OF \$104,136.00, AND AUTHORIZATION TO PARTICIPATE IN THE  
PROGRAM

WHEREAS funding from the Boating Safety and Enforcement Financial Aid  
Program helps support the provision of necessary law enforcement services on  
the waterways of Amador County; and

WHEREAS Harbors and Navigation Code Section 663.7 and California Code  
of Regulations Section 6593 together require that certain assurance be provided  
as a condition of receiving such financial aid.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Amador  
County Sheriff, or his designee, is hereby authorized and directed on behalf of the  
COUNTY OF AMADOR, a political subdivision of the State of California, to submit  
an application to the California Department of Parks and Recreation, Division of  
Boating and Waterways for the Boating Safety and Enforcement Financial Aid  
Program-related documents, and to do and perform everything necessary to carry  
out the purpose of this Resolution.

BE IT FURTHER RESOLVED that the County is authorized to participate in  
the Fiscal Year 2019-2020 Boating Safety and Enforcement Financial Aid Program,

that it shall expend on boating safety programs not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

Authorization to apply for and accept, if awarded, Fiscal Year 2019-2020 Boating Safety and Enforcement Financial Aid Program Funding in the anticipated amount of \$104,136.00 from the California Department of Parks and Recreation, Division of Boating and Waterways, and authorization to participate in the 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 \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES:	Patrick Crew, Richard M. Forster, Jeff Brown, Brian Oneto, Frank Axe
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NOES:	None
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ABSENT:	None
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Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: April 23, 2019

## **SUBJECT**

Social Services: Resolution appointing Joseph P. Malki as Amador County Administrator, Public Guardian/Conservator and Paul Blake as Deputy Administrator, Public Guardian/Conservator.

## **Recommendation:**

Approve Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

Original to Marcia in Social Services; copy to HR and Auditor

## **ATTACHMENTS**


- [Memo - Resolution PAGC - 04-23-2019 \(2\).pdf](#)
- [Resolution - Malki-Blake - 04-23-2019.docx](#)



## **DEPARTMENT OF SOCIAL SERVICES**

10877 Conductor Blvd. Suite 200, Sutter Creek, CA 95685 Phone (209) 223-6550

To: Amador County Board Clerk

From: Jim Foley, HHS Director 

Date: April 15, 2019

Re: Request one item be placed on the Board of Supervisors' Agenda for April 23, 2019

Social Services requests adoption of Resolution appointing Joseph P. Malki as Amador County Administrator, Public Guardian/Conservator and Paul Blake as Deputy Administrator, Public Guardian/Conservator.

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

IN THE MATTER OF:

RESOLUTION APPOINTING JOSEPH P. MALKI	)	RESOLUTION NO.
AS AMADOR COUNTY ADMINISTRATOR,	)	
PUBLIC GUARDIAN/CONSERVATOR and	)	
PAUL BLAKE AS DEPUTY ADMINISTRATOR,	)	
PUBLIC GUARDIAN/CONSERVATOR	)	

WHEREAS, Amador County Code Chapter 2.18 Section 2.18.015 and 2.18.020 state that the public administrator and public guardian/conservator shall be appointed by the board of supervisors and shall serve at the pleasure of the board; and

WHEREAS, Amador County Code Chapter 2.18, Section 2.18.025(A) and (B) state the offices of public administrator and public guardian/conservator are consolidated and have as their respective executive heads one appointed officer.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby appoint Joseph P. Malki as Amador County Administrator, Public Guardian/Conservator and Paul Blake as Deputy Administrator, Public Guardian/Conservator.

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 April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman

ATTEST:

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

\_\_\_\_\_  
Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: April 23, 2019

## **SUBJECT**

Social Services: Resolution Honoring Patty Sweet upon her retirement from the Department of Social Services after fourteen years of service to Amador County.

## **Recommendation:**

Adopt the Resolution

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Original to Marcia in Social Services and we will present to her at her farewell party; copy to HR

## **ATTACHMENTS**

- [Memo - Patty Sweet - 04-23-2019.pdf](#)
- [Patty Sweet retirement resolution-04-23-19.docx](#)




## **DEPARTMENT OF SOCIAL SERVICES**

10877 Conductor Blvd. Suite 200, Sutter Creek, CA 95685 Phone (209) 223-6550

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To: Amador County Board Clerk

From: Jim Foley, HHS Director 

Date: April 4, 2019

Re: Request one item be placed on the Board of Supervisors' Agenda for April 23, 2019

Social Services requests adoption of Resolution Honoring Patty Sweet who is retiring from the Health and Human Services Department of Social Services after fourteen years of employment by and service to Amador County.



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

IN THE MATTER OF:

RESOLUTION HONORING PATTY SWEET	)	RESOLUTION NO.
UPON HER RETIREMENT AFTER 14 YEARS	)	
OF SERVICE WITH AMADOR COUNTY	)	

WHEREAS, Patty began her career with Amador County Social Services as an Office Assistant II on October 27, 2004; and

WHEREAS, Patty was promoted to Eligibility Worker I on May 1, 2005; and

WHEREAS, Patty was promoted to Eligibility Worker II on May 1, 2006; and

WHEREAS, Patty was promoted to System Support Analyst on November 1, 2008; and

WHEREAS, Patty continued her career in Social Services as System Support Analyst until her retirement June 30, 2019; and

WHEREAS, Patty was compassionate and caring to all Amador County residents that requested assistance in time of need; and

WHEREAS, Patty adapted to many changes in systems and regulations and was a very dedicated, devoted employee who delivered excellent customer service throughout her 14 years of employment with Amador County.

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 Patty Sweet for her many years of service to the people 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        day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman

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: April 23, 2019

## **SUBJECT**

Area 12 Agency on Aging: Administrative Match Agreement for FY 2019-2020 and Request for funds per the agreement.

## **Recommendation:**

Approve agreement and request for funds.

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

File; Auditor; Area 12 on Agency on Aging

## **ATTACHMENTS**

-

# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Area 12 Agency on Aging: Amendment to "Joint Powers Agreement between the Counties of Amador, Calaveras, Tuolumne and Mariposa for the purpose of sponsoring the Area Agency on Aging to implement the Older Americans Act as amended"

## **Recommendation:**

Approve amendment

## **4/5 vote required:**

No

## **Distribution Instructions:**

Kristin Millhoff, A12AA

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: April 23, 2019

## **SUBJECT**

Building Department: Resolution and Agreement for a Limited Density Owner-Built Rural Dwelling /  
LD01026-SANFORD

## **Recommendation:**

Adopt the resolution and authorize the Chairperson to sign the Agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Once the Agreement is signed, return to Building Department with certified Resolution & Acknowledgment of the Chairperson's signature.

## **ATTACHMENTS**

- [Resolution-Sanford.docx](#)
- [Agree.Notarized-Sanford.pdf](#)
- [LD01026.APN Map.04.04.2019.pdf](#)

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
BUILDING DEPARTMENT

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

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IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF )  
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER- ) RESOLUTION NO. 19-xxx  
BUILT RURAL DWELLING – LYNDELL W. SANFORD AND )  
NANCY K. SANFORD )

WHEREAS, Lyndell W. Sanford and Nancy K. Sanford (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property; 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 April 23, 2019 meeting for Building Permit #LD01026; 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-Built Rural Dwelling Agreement by and between the County of Amador and Lyndell W. Sanford and Nancy K. Sanford on the terms and conditions contained therein as it relates to Building Permit #LD01026.

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 23<sup>rd</sup> day of April, 2019 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: \_\_\_\_\_  
(Resolution No. 19-xxx)

04/23/2019

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 001-180-027-000  
Limited Density Rural Dwelling: LD01026

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT

This Agreement is entered into as of April 23, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Lyndell W. Sanford and Nancy K. Sanford, ("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:

"Parcel B-1", as shown and so designated upon that certain official map entitled "Parcel Map No. 2856 for Ciro L. Toma and Kimberly A. Toma Trustees of the Ciro L. Toma and Kimberly A. Toma Family Trust – 2007, recorded June 21, 2017 in the office of the Recorder of Amador County in Book 65 of Maps and Plats at Page 16, Amador County Records. APN: 001-180-027

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 Uniform 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 15.10 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.
  - 3.3 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.
4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the 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: LYNDELL W. SANFORD AND  
NANCY K. SANFORD

BY: \_\_\_\_\_  
Brian Oneto  
Chairperson, Board of Supervisors

BY: Lyndell W. Sanford  
Lyndell W. Sanford

BY: Nancy K. Sanford  
Nancy K. Sanford

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

*Please see attached CA ALL PURPOSE ACKNOWLEDGMENT.*  
*Kim Slusser 4/3/19.*  
*NOTARY PUBLIC.*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of AMADOR )

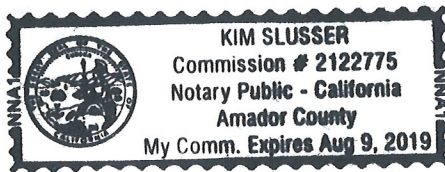
On APRIL 3, 2019 before me, KIM SLUSSER - NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared LYNDELL W. SANFORD  
Name(s) of Signer(s)  
NANCY K. SANFORD

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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

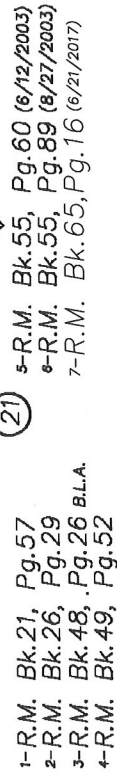
Title or Type of Document: AMADOR COUNTY BUILDING DEPT LIMITED DENSITY RURAL DWELLING Document Date: 4/3/19  
Number of Pages: 3 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Map changes become effective with the 2018–2019 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.



Assessor's Map Bk.01, Pg.18  
County of Amador, Calif.

SANFORD  
LD01026  
-001-180-027-000

# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: April 23, 2019

## **SUBJECT**

Building Department: Resolution and Agreement for a Limited Density Owner-Built Rural Dwelling /  
LD01025-WHITNEY, NEWMAN & CLEMENT

## **Recommendation:**

Adopt the resolution and authorize the Chairperson to sign the agreement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Once the Agreement is signed, return to the Building Department with certified Resolution & Acknowledgment of the Chairperson's signature.

## **ATTACHMENTS**

- [Resolution-Whitney.Newman.Clement.docx](#)
- [Agree.Notarized-Whitney.Newman.Clement.pdf](#)
- [LD01025.APN Map.04.04.2019.pdf](#)

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. 19-xxx  
BUILT RURAL DWELLING – JACK DARREN WHITNEY AND )  
JANELLE ALEXIS NEWMAN, AND KASSIE RAKAY CLEMENT )

WHEREAS, Jack Darren Whitney and Janelle Alexis Newman, and Kassie Rakay Clement (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property; 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 April 23, 2019 meeting for Building Permit #LD01025; 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-Built Rural Dwelling Agreement by and between the County of Amador and Jack Darren Whitney and Janelle Alexis Newman, and Kassie Rakay Clement on the terms and conditions contained therein as it relates to Building Permit #LD01025.

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 23<sup>rd</sup> day of April, 2019 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: \_\_\_\_\_



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 042-070-038-000  
Limited Density Rural Dwelling: LD01025

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### AGREEMENT

This Agreement is entered into as of April 23, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Jack Darren Whitney and Janelle Alexis Newman, and Kassie Rakay Clement, ("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:

PARCEL 3 AND 4 OF PARCEL MAP NO. 2686 ACCORDING TO THE  
OFFICIAL MAP THEREOF FILED FOR RECORD APRIL 25, 2007 IN BOOK  
59 OF MAPS AND PLATS, AT PAGE 61 AMADOR COUNTY RECORDS.

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 Uniform 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 15.10 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.

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

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

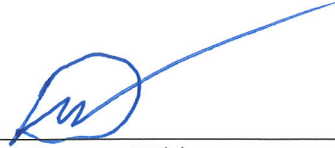
6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

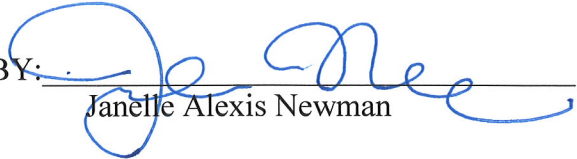
7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.


COUNTY:

OWNER: JACK DARREN WHITNEY AND  
JANELLE ALEXIS NEWMAN AND KASSIE  
RAKAY CLEMENT

BY: \_\_\_\_\_  
Brian Oneto  
Chairperson, Board of Supervisors

BY:  \_\_\_\_\_  
Jack Darren Whitney

BY:  \_\_\_\_\_  
Janelle Alexis Newman

BY:  \_\_\_\_\_  
Kassie Rakay Clement

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

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 ) ss.

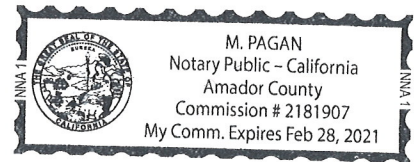
On 4-1-19 before me,

M. Pagan  
Notary Public personally appeared Jack Darren Whitney,  
Janelle Alexis Newman and Kassie Rakay Clement

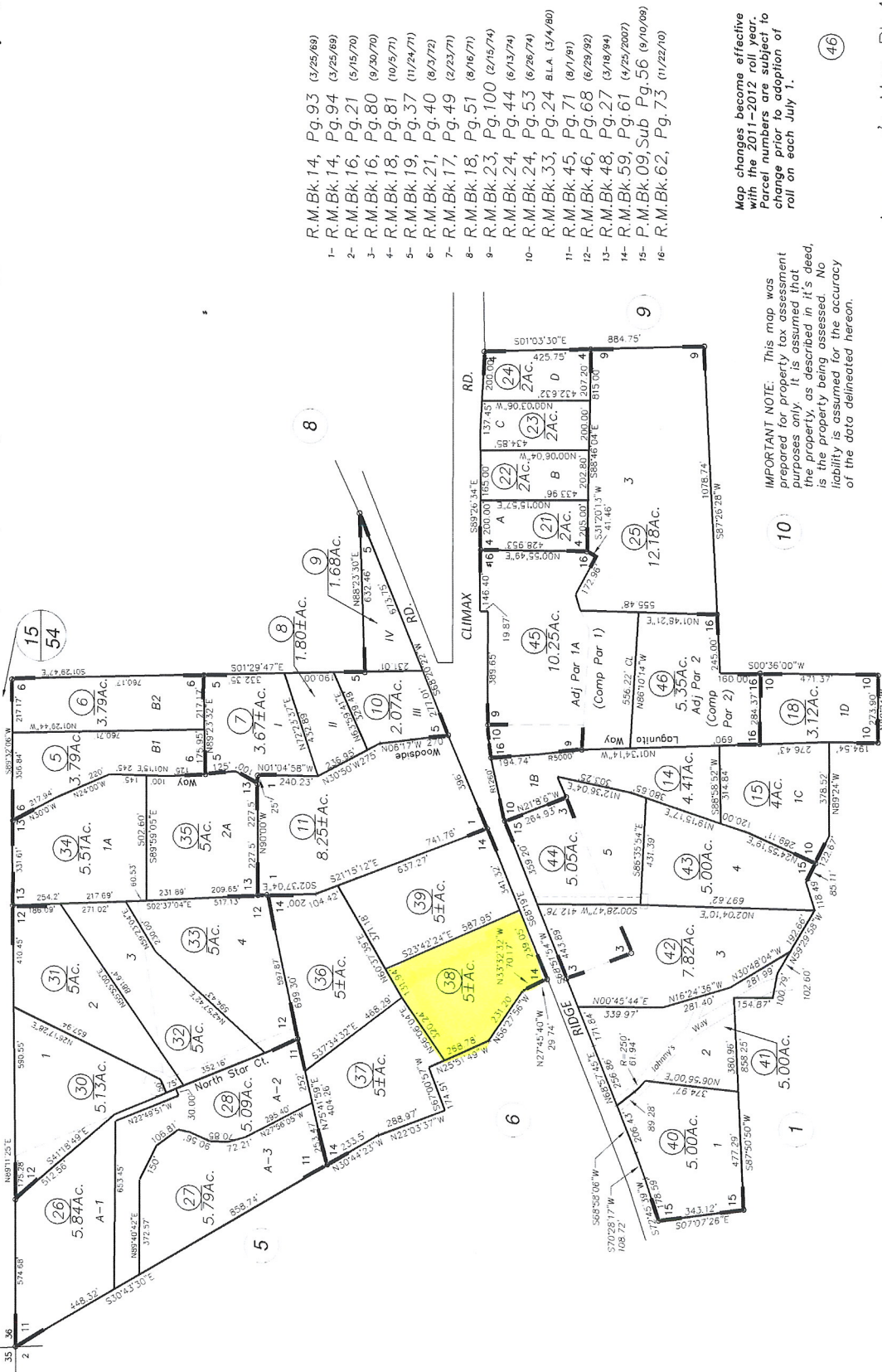
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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







NEWMAN  
LD 01025  
042-070-038

# Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: April 23, 2019

## **SUBJECT**

Building Department: Resolution and Agreement for a Limited Density Owner-Built Rural Dwelling /  
LD01027-Casterson

## **Recommendation:**

Adopt the resolution and authorize the Chairperson to sign the agreement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Once the agreement is signed, return to the Building Department with certified resolution and acknowledgment of the Chairperson's signature.

## **ATTACHMENTS**

- [Resolution-Casterson.docx](#)
- [Agree.Notarized-Casterson.pdf](#)
- [LD01027.APN Map.Casterson.pdf](#)

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. 19-xxx  
BUILT RURAL DWELLING – LOUIS E CASTERSON AND )  
SHARON A CASTERSON )

WHEREAS, Louis E Casterson and Sharon A Casterson (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property; 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 April 23, 2019 meeting for Building Permit #LD01027; 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-Built Rural Dwelling Agreement by and between the County of Amador and Louis E Casterson and Sharon A Casterson on the terms and conditions contained therein as it relates to Building Permit #LD01027.

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 23<sup>rd</sup> day of April, 2019 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: \_\_\_\_\_  
(Resolution No. 19-xxx)

04/23/2019

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Amador County Building Department  
810 Court Street  
Jackson, CA 95642

APN: 030-010-100-000  
Limited Density Rural Dwelling: LD01027

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## AGREEMENT

This Agreement is entered into as of April 23, 2019 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Louis E Casterson and Sharon A Casterson, ("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:

Parcel A, as the same is shown and delineated on Parcel Map No. 1435 for Mrs. I. Spence, recorded September 12, 1975 in Book 26 of Maps and Plats at Page 1, Amador County Records. Together with those certain 50 foot access and utility easements as show on the above referenced Parcel Map No. 1435.

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 Uniform 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 15.10 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.

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

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

BY: \_\_\_\_\_  
Brian Oneto  
Chairperson, Board of Supervisors

BY:  \_\_\_\_\_  
Louis E Casterson

BY:  \_\_\_\_\_  
Sharon A Casterson

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]



# All-purpose Acknowledgment California only

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

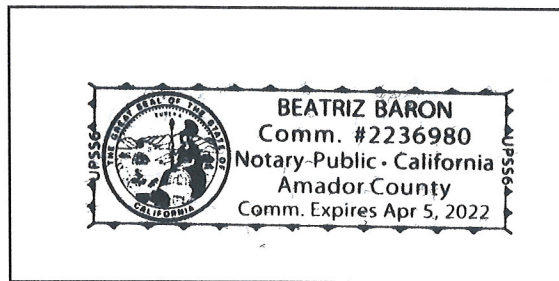
County of Amador

On 04.05.2019 before me, Beatriz Baron, notary (here insert name and title of the officer),

personally appeared Louis E Casterson

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.



Notary Seal

WITNESS my hand  
and official seal.

Signature

## For Bank Purposes Only

Description of Attached Document

Type or Title of Document Limited Density Rural Dwelling Agreement

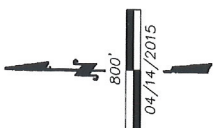
Document Date 04.05.2019

Number of Pages 4

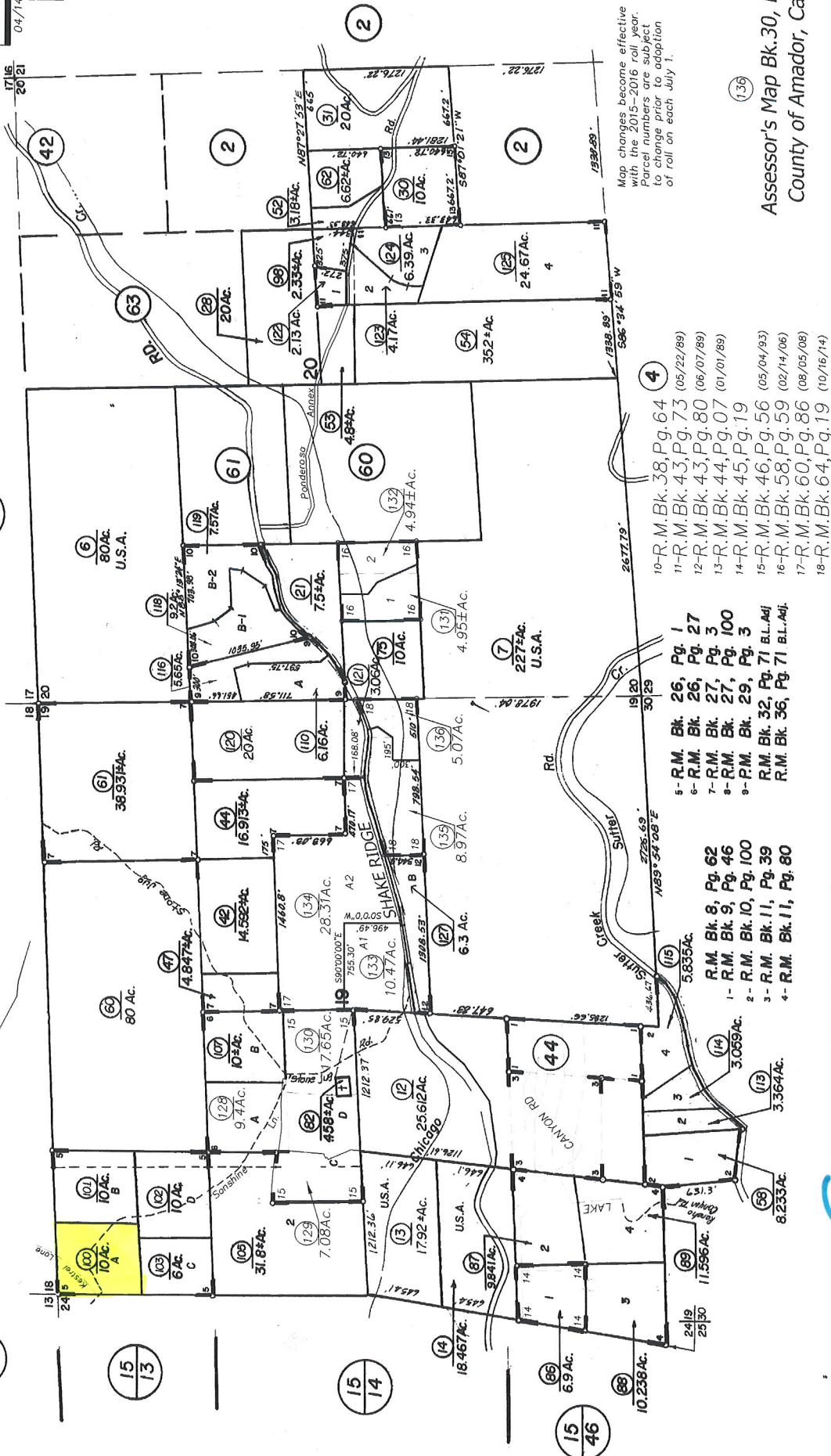
Signer(s) Other Than Named Above Sharon A. Casterson







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.



CASTERSON  
LD01027  
030-010-100-000

Assessor's Map Bk. 30, Pg. 1  
County of Amador, Calif.



# Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: April 23, 2019

## **SUBJECT**

Public Health: FY 2018-2019 TB Real-time Allotment Agreement #1803R-TA01 from the California Department of Public Health, Tuberculosis Branch. The allotment funds are to support TB prevention and control activities in FY 2018-2019 in Amador County.

## **Recommendation:**

Approve and sign agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Please return signed documents to Debbie in Public Health

## **ATTACHMENTS**

- [ATF Memo - TB Award.doc](#)
- [TB Funding Letter 18-19.pdf](#)
- [TB Award Terms and Conditions.pdf](#)
- [CCC-417 Form2 .pdf](#)
- [CDPH\\_9067 Form2.pdf](#)

## **Amador County Public Health Department**

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



### **MEMORANDUM**

**TO:** Board of Supervisors

**FROM:** Connie Vaccarezza, Director of Public Health

**DATE:** 4/12/2019

**RE:** TB local assistance award

The Amador Public Health Department received a letter of confirmation that the county is eligible for reimbursement in the amount of, \$7,667, from the California Department of Public Health (CDPH) Tuberculosis Control Branch for activities provided by Amador Public Health related to TB activities in fiscal year 2018-2019.

This award is comprised of \$3,175 state and \$4,492 federal funds.

This award which is termed Real-time Allotments (RTAs) are local assistance contracts awarded by the California Department of Public Health (CDPH) Tuberculosis Control Branch to local health jurisdictions that report less than 6 tuberculosis (TB) cases annually. The purpose of the funds is to augment local support for TB prevention, control and elimination activities. RTAs are comprised of both state funds and federal funds.

In order to receive the funds CDPH requires the completion of the enclosed contract and submission of a signed Letter of Acceptance by the TB Controller, Dr. Rita Huspen-Kerr.



State of California—Health and Human Services Agency  
California Department of Public Health

KAREN L. SMITH, MD, MPH  
Director and State Public Health Officer



GAVIN NEWSOM  
Governor

March 29, 2019

Rita Huspen Kerr, M.D.  
Health Officer  
Amador County Public Health Department  
10877 Conductor Blvd, Suite 400  
Sutter Creek, CA 95685

Dear Dr. Huspen Kerr:

**LETTER OF AWARD:**

**Real-time Allotment Number: 1803R-TA01**

**FUNDING PERIOD: July 1, 2018 through June 30, 2019**

This letter is confirmation of your local assistance award to support tuberculosis (TB) prevention and control activities in fiscal year (FY) 2018-2019.

**REAL-TIME ALLOTMENT**

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is increasing the amount of the Real-time Allotment awarded to the Amador County Public Health Department by \$7,667, with the understanding that your staff will work with CDPH TBCB staff in carrying out your program's TB control efforts. This final installment is comprised of \$3,175 state and \$4,492 federal funds.\*

The amount is based on the number of TB cases and case characteristics reported by your jurisdiction between November 1 and December 31, 2018 and the number of completed evaluations completed between November 1, 2018 and November 30, 2018 for immigrants arriving in your jurisdiction with a TB B-1 classification.

Funds are issued for up to five TB cases and/or case characteristics per calendar year. Funds are not limited for completed B1-notification evaluations.

This award is valid and enforceable only if the enacted State of California FY 2018-2019 budget and the 2018 and 2019 Federal budgets make sufficient funds available for the purposes of this program.

\*Federal funds fiscal information: CFDA number – 93.116; grant number - 6NU52PS004656



Real-time Allotment Summary for FY 2018-2019 Amador County Public Health Department			
Real-time Allotment Awarded	State Funds	Federal Funds	Total
Initial installment - June	\$0	\$0	\$0
Revised installment - November	\$0	\$0	\$0
Final installment - March	\$3,175	\$4,492	\$7,667
<b>Total Real-time Allotment</b>	<b>\$3,175</b>	<b>\$4,492</b>	<b>\$7,667</b>

### MANAGING YOUR REAL-TIME ALLOTMENT

The allotment can be used for allowable expenditures contained in Table 2 (page 13) of the FY 2018-2019 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual, available at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>.

Reimbursement of your expenditures is contingent upon compliance with these standards and procedures. To comply with federal restrictions on fund use, reimbursement of medication expenditures is limited to the amount of the state fund portion of the award.

Approximately 6% of Real-time Allotments are derived from funds intended to be used to enhance treatment adherence, prevent homelessness, and/or promote least restrictive alternatives that decrease or obviate the need for detention. Allotment recipients may use the funds awarded, as needed, for food, shelter, incentives and enablers (FSIE) for TB patients, contacts to TB patients and patients who are suspected of having TB.

### SUBMITTING REAL-TIME ALLOTMENT INVOICES

- A signed (in blue ink) original invoice must be submitted on your organization's letterhead. Please see the FY 2018-2019 Tuberculosis Control Local Assistance Fund Standards and Procedures Manual for invoicing guidance. Invoice templates are also available on the CDPH TBCB internet site at:  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>.
  - Bill to: California Department of Public Health, Tuberculosis Control Branch
  - Mail invoices to:  
California Department of Public Health  
Tuberculosis Control Branch  
850 Marina Bay Parkway, Building P, 2<sup>nd</sup> Floor  
Richmond, CA 94804-6403  
Attn: Fiscal Analyst
- The amount in the "Total" line of Column "A" (Allotment Amount) should reflect the total amount of state and federal funds awarded to date ("Total Real-time Allotment") in the above table.
- Invoices for FY 2018-2019 will not be processed until:
  - Signed copies of the certifications listed below have been received, and
  - The CDPH TBCB has received a signed "Acceptance of Award."



➤ Real-time Allotment invoices are due on:

Quarter	Period Covered	Due Date
First	July 1 through September 30	November 15
Second	October 1 through December 31	February 15
Third	January 1 through March 31	May 15
Fourth	April 1 through June 30	August 15

If an invoice will not be emailed by the quarterly due date, please contact the CDPH TBCB Fiscal Analyst to request an extension.

**ACCEPTING YOUR REAL-TIME ALLOTMENT**

To acknowledge acceptance of this award and the conditions attached to it, please return a hard-copy of the enclosed "Acceptance of Award" form with an authorized original signature. No further documentation is necessary.

The following hard-copy forms require an original signature and should be sent by mail with the signed Acceptance of Award if not submitted previously for FY 2018-2019.

- Darfur Contracting Act
- Special Terms and Conditions
- Contractor Certification Clauses
- Certification of Established Electronic Directly Observed Therapy (eDOT) Policies and Procedures (if applicable)

Mail your signed acceptance and completed forms to:

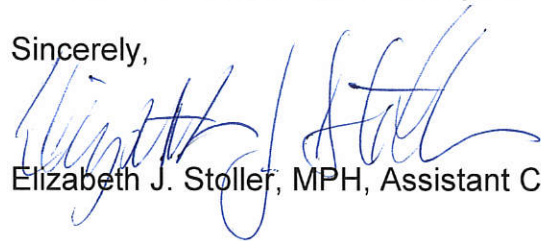
California Department of Public Health  
Tuberculosis Control Branch  
850 Marina Bay Parkway, Building P, 2<sup>nd</sup> Floor  
Richmond, CA 94804-6403  
Attn: Fiscal Analyst

**REQUESTING FUNDS FOR ADDITIONAL FSIE EXPENDITURES**

Should you need FSIE funds in excess of your Real-time Allotment, a written request (via e-mail) for additional FSIE funds can be made at any time. Requests will be approved if unexpended funds are available. For complete information regarding requests for additional funds, please refer to Part 2, Section 3 of the FY 2018-2019 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual.

Fiscal questions should be directed to the TBCB Fiscal Analyst. Programmatic questions should be directed to your TBCB Program Liaison.

Sincerely,



Elizabeth J. Stoller, MPH, Assistant Chief

# ACCEPTANCE OF AWARD

## Amador County Public Health Department

Real-time Allotment Number: 1803R-TA01

Funding Period: July 1, 2018 through June 30, 2019

Funding: \$7,667

Real-time Allotment Summary for FY 2018-2019 Amador County Public Health Department			
Real-time Allotment Awarded	State Funds	Federal Funds	Total
Initial installment - June	\$0	\$0	\$0
Revised installment - November	\$0	\$0	\$0
Final installment - March	\$3,175	\$4,492	\$7,667
<b>Total Real-time Allotment</b>	<b>\$3,175</b>	<b>\$4,492</b>	<b>\$7,667</b>

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2018-2019 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## Exhibit D

### Special Terms and Conditions

*(For Subvention/Local Assistance Agreements)*

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

#### Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D  
Special Terms and Conditions

**1. Procurement Rules**

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

**a. Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,



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officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
  - [1] Avoid purchasing unnecessary or duplicate items.
  - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

### **2. Equipment Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
  - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor

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shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

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- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

### 3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

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- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

#### 4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

#### 5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

#### 6. Intellectual Property Rights

##### a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and

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interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

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**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If

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such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.



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(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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**h. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**7. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

**8. Confidentiality of Information**

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**9. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

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Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**10. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be

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notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**11. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**12. Prohibited Use of State Funds for Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**13. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

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e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**14. Cancellation**

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

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- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

## Exhibit F Federal Terms and Conditions

*(For Federally Funded Subvention/Local Assistance Agreement)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

## Exhibit F Federal Terms and Conditions

### 1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

### 2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.



## Exhibit F Federal Terms and Conditions

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### 3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

## Exhibit F Federal Terms and Conditions

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
  - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

### 4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

### 5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

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- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

### b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

## 6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

## 7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable

## Exhibit F Federal Terms and Conditions

Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

### 8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

### 9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

### 10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

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- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

### 11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

### 12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

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- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

### 13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures

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and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

Exhibit F  
Federal Terms and Conditions

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<hr/>	<hr/>
<hr/>	<hr/>
Name of Contractor	Printed Name of Person Signing for Contractor
<hr/>	<hr/>
Contract Number (FY and Type of Award)	Signature of Person Signing for Contractor
<hr/>	<hr/>
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health  
Tuberculosis Control Branch  
850 Marina Bay Parkway, Bldg. P, 2nd Floor  
Richmond, CA 94804

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

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# Exhibit F Federal Terms and Conditions

## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, If known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, If known:	
<b>6. Federal Department/Agency</b>	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: ____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10.a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from 10a. (Last name, First name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

## Exhibit F Federal Terms and Conditions

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>County of Amador - Public Health</b>		<i>Federal ID Number</i> <b>94-6000505</b>
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> <b>Brian Oneto, Chairman, Board of Supervisors</b>		
<i>Date Executed</i>  	<i>Executed in the County of</i> <b>Amador</b>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to

review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1.   
Initials      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.   
Initials      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3.   
Initials      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i> <b>County of Amador - Public Health</b>	<i>Federal ID Number</i> <b>94-6000505</b>
<i>By (Authorized Signature)</i>  	
<i>Printed Name and Title of Person Signing</i> <b>Brian Oneto, Chairman, Board of Supervisors</b>	
<i>Date Executed</i>  	<i>Executed in the County and State of</i> <b>Amador</b>



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: April 23, 2019

## **SUBJECT**

Central Sierra Economic Development District: Appointment of Jamie Armstrong as the Citizen Member on the subject board.

## **Recommendation:**

Approve appointment

## **4/5 vote required:**

No

## **Distribution Instructions:**

File; Appointee

## **ATTACHMENTS**

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