# AGENDA TRANSMITTAL FORM

To: <u>Board of Supervisors</u>	2. h. stor	Consent Agenda Blue Slip
Date: 02/07/2013	_ Pay Matters	Closed Session
From: James Rooney	Phone Ext. 454	Meeting Date Requested:
(Department Head - please Type)	Exi. 77	02/26/13
/ b //		
Department Head Signature		
Agenda Title: SECURED ROLL CORRECTIONS		
Summary: (Provide detailed summary of the purpose of this ite REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHI MORE. APN 004-080-009-000.		JE OR A DECREASE OF \$150,000 OR
Recommendation/Requested Action: APPROVE		
Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts	
Is a 4/5ths vote required?  Yes No No No Committee Review?  Name  Committee Recommendation:	Contract Attached: Resolution Attached: Ordinance Attached Comments:	Yes
Request Reviewed by:  Chairman  Auditor  CAO	Counsel  GSA Director  Risk Management  **The Counsel And The	
Distribution Instructions: (Inter-Departmental Only, the request		utside County Departments)
Meeting Date	R CLERK USE ONLY Time	Item# 10
<u>February 26, 201</u> 3	<u> </u>	$\Delta H$
Board Action: Approved Yes No Unanim	ious Vote: YesNo	
Ayes: Resolution		Other:
Noes Resolution	Ordinance	
Absent: Comments:	(1) (1) (2) (3) (3) (3) (3) (3) (3) (3) (3) (3) (3	
Distributed on	I hereby certify this is a true and correct copy records of the Amador County Board of Super	
Department Completed by For meeting	ATTEST:	
	Clerk or Deputy Board Clerk	

1/18/2013 2:34:41PM Page 1 of 11

# County of AMADOR ASSESSOR ROLL CORRECTION

ASR70-3020-005 RCWORKSHEETS 1.0.014

Date Date New TRA 005-014 Thru Initials 506/5151 From/Thru Dates Initials Taxability Code Ownership From/Thru Dates ပ ပ S **Event From/Thru Dates** From TRA 005-014 From 2 Print R/C Wks R/C Completed Print R/C Letter Off Mgr **Asmt Clerk** Signature Supl Info County Counsel 004-080-009-000 From 1 Originating Asmt Date Date Date Jan 18, 2013 Σ Value History Initials Initials Initials Timber Preserve 10 % PP Penalty 004-080-009-000 5151 Interest TaxBill Days R/C Date Created By 506 Interest Fee Parcel Restricted > Date Appraiser Supv Appr Chief Appr z z z z Taxroll Asmt Only Sup To Net Signature Roll Type S z Sup From Net Supl Change SCAGLIOLA RICHARD & SCAGLIOLA SHERRY DBA HEIRLOOM THE - BED & BREAKFAST INN 214 SHAKELEY LN IONE CA 95640 Auditor R/C # A0850 PROPERTY QUALIFIES FOR 37,400 -159,384 125,000 235,000 New Value PROP 8 REDUCTION 214 SHAKELEY LN R&T 2 Tax Year Net Change 37,400 2012 174,722 344,662 Roll Value 4831B full signature 004-080-009-000 Situs Bill Comments Owner Mailing Address Land Structure PP MH Fixtures R/P Personal Property Š Other Exemptions Growing Fixtures Asmt Assessof R&T 1 CODE



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors		III IAL FURIM	Regular Agenda  Consent Agenda
Date: February 13, 2013		esol.	Blue Slip Closed Session
From: Aaron Brusatori  (Department Head - please type)  Department Head Signature		hone Ext. 429	Meeting Date Requested:  02/26/13
Agenda Title:  Resolution Authorizing Chairman to Sign Tire	e Amnesty Grant Docu	iments	
Summary: (Provide detailed summary of the purpose of thi		errana en la como de l	
This action by the Board will authorize, by resolutic Recycling and Recovery (CalRecycle) for the Local C Administrative Officer, or his designee, to execute i	Government Wast	te Tire Amnesty Grant Progra	m; and empower the County
Recommendation/Requested Action:			
Approve and sign Resolution Fiscal Impacts (attach budget transfer form if appropriate)		Staffing Impacts	
Budgeted			
Is a 4/5ths vote required?  Yes No  Committee Review?  Name  Committee Recommendation:	N/A ⊠	Contract Attached: Resolution Attached: Ordinance Attached  Comments:	Yes
Request Reviewed by:			
Chairman	Counse	əl	
Auditor 2 12	GSA Di	irector	
CAO U	Risk Ma	anagement	
Distribution Instructions: (Inter-Departmental Only, the requirement Management	uesting Department i	is responsible for distribution outs	ide County Departments)
Meeting Date February 26, 2013	FOR CLERK US		Item# 3A
Ayes: Resolution	animous Vote: Yes_ Ordinand		Other:
Noes Resolution Absent: Comments:	Ordinand	<b>CE</b>	
Distributed on A new ATF is required from	I hereby certify records of the A	this is a true and correct copy of a	action(s) taken and entered into the official ors.
Completed by Department For meeting of	ATTEST:Clerk	or Deputy Board Clerk	

Save ....

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

IN THE MATTER OF:

(RESOLUTION NO.

RESOLUTION AUTHORIZING APPLICATION)
FOR GRANT FROM THE CALIFORNIA DEPARTMENT)
OF RESOURCES RECOVERY AND RECYCLING LOCAL)
GOVERNMENT WASTE TIRE AMNESTY GRANT)
PROGRAM)

RESOLUTION NO.

WHEREAS, Public Resources Code (PRC) sections 40000 et seq. authorize the California Department Resources Recovery and Recycling (CalRecycle) to administer various grant programs (grants) in furtherance of the state of California's (State) efforts to reduce, reuse and recycle 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 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; and

NOW THEREFORE BE IT RESOLVED that the Amador County Board of Supervisors authorizes the submittal of an application to CalRecycle for the Local Government Waste Tire Amnesty Grant Program for which the County of Amador is eligible; and

BE IT FURTHER RESOLVED that the County Administrative Officer, or his designee is hereby authorized and empowered to execute in the name of the County of Amador 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; and

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

date of adoption of this resolution.			
The foregoing resolution was duly passed and adopted by Amador at a regular meeting thereof, held on the following vote:			ty of the
AYES:			
NOES:			
Chairman, Board of Supervisors	3		
ATTEST: Jennifer Burns, Clerk of the Board of Supervisors, Amador County, California			

### <u>AGENDA TRANSMITTAL FORM</u> Regular Agenda To: **Board of Supervisors** Consent Agenda Blue Slip Closed Session Date: February 7, 2013 Meeting Date Requested: From: James Wegner 2-26-13 Phone Ext. 515 (Department Head - please type) Department Head Signature . Agenda Title: ADA Grant Application and Agreement Resolution Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) The County of Amador historically receives Anti-Drug Abuse grant funds for drug enforcement within Amador County. This fiscal year the amount is identified as \$92,202.00. The Sheriff has been the project manager and as such is required to submit the application, sign the agreement and make any modifications or amendments. This year, the Board of State and Community Corrections is managing these federal monies and is requiring Board of Supervisor approval of the attached resolution authorizing the Sheriff to apply for these funds and sign the approved agreement. Recommendation/Requested Action: Approve resolution, authorize Chairman's signature Staffing Impacts None Fiscal Impacts (attach budget transfer form if appropriate) Loss of \$92,202.00 in federal funding if not approved Is a 4/5ths vote required? Contract Attached: Yes NoX N/A Yes $\square$ No 🗌 Resolution Attached: Yes 🔀 No N/A $\square$ Committee Review? N/A Ordinance Attached Yes 🗌 NoX N/A Name Comments: Committee Recommendation: Request Reviewed by: Chairman Counsel Auditor GSA Director Risk Management Show CAO Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) FOR CLERK USE ONLY Meeting Date Time February 26, 2013 9 a.m. Board Action: Approved Yes\_\_\_ No\_\_\_ Unanimous Vote: Yes\_\_\_No\_\_\_ Resolution \_\_\_\_ Ordinance \_\_\_\_ Ayes: \_\_ \_\_\_Ordinance Noes Resolution Absent: Comments: A new ATF is required from I hereby certify this is a true and correct copy of action(s) taken and entered into the official Distributed on records of the Amador County Board of Supervisors. Department Completed by ATTEST: For meeting Clerk or Deputy Board Clerk

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING AMADOR COUNTY)
SHERIFF'S OFFICE ADA GRANT APPLICATION AND )
AGREEMENT)

RESOLUTION NO. 13-

WHEREAS the Amador County Board of Supervisors desires to continue its on-going participation in the Anti Drug Abuse Enforcement (ADA) Grant Program supported by the Edward Byrne Memorial Justice Assistance Grant Program funds and currently administered by the Board of State and Community Corrections (BSCC). The period for the ADA Grant Program is October 1, 2012 through September 30, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Amador County Sheriff's Office is authorized on behalf of this Governing Board to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments or modifications thereof.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the implementing agency/organization and partnering entities agree to abide by the statutes and regulations governing the federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

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 XXth day of February 2013, by the following vote:

AYES:
NOES:
ABSENT:
Chairman, Board of Supervisors
ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California

(RESOLUTION NO. 12-109)

# AGENDA TRANSMITTAL FORM Regular Agenda Consent Agenda To: **Board of Supervisors** Blue Slip Closed Session February 12, 2013 Date: Meeting Date Requested: George E. Allen Phone Ext. 371 From: February 26, 2013 (Department Head - please type) Department Head Signature Agenda Title: Plasse, Maurice III, Doreen, Eduard & Suzanne - Certificates of Compliance Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) The subject agenda item is a request for approval of five (5) compliance certificates. The property is located on the southerly side of French Bar Road, being approximately two miles westerly of the State Highway 49 junction, in the Jackson area. APN: 44-310-014 and 44-310-025, Recommendation/Requested Action: Fiscal Impacts (attach budget transfer form if appropriate) Staffing Impacts Is a 4/5ths vote required? Contract Attached: Yes No N/A Resolution Attached: Committee Review? Ordinance Attached Name Comments: Committee Recommendation: Request Reviewed by: Chairman Counsel Auditor **GSA Director** CAO Risk Management Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) Please transmit two copies of the resolution, one set certified and the compliance certificates (signed originals) w/descriptions to Surveying. FOR CLERK USE ONLY Meeting Date Time <u>February 26, 2013</u> 9 a.m. Board Action: Approved Yes\_\_\_ No\_\_\_ Unanimous Vote: Yes\_\_\_No\_\_\_ Resolution Ayes: Ordinance \_\_Ordinance Noes Resolution Absent: Comments:

Requested By:
BOARD OF SUPERVISORS
When Recorded Return To:
SURVEYING & ENGINEERING

SUZANNE A. MALOON, AKA SUZANNE A.

IN THE MATTER OF

MALOON PLASSE

# BEFORE THE BOARD OF SUPERVISORS OF THE

# COUNTY OF AMADOR, STATE OF CALIFORNIA

RESOLUTION ISSUING CERTIFICATES OF	)	RESOLUTION NO. 13-XXX
COMPLIANCE TO MAURICE JOHN PLASSE, III,	)	
DOREEN L. BRENNER, AKA DOREEN L.	)	
BRENNER PLASSE, EDUARD P. PLASSE AND	)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, pursuant to Government Code 66499.34 and 66499.35 that said Board does hereby approve the issuance of five (5) certificates of compliance for Maurice John Plasse, III, Doreen L. Brenner, AKA Doreen L. Brenner Plasse, Eduard P. Plasse and Suzanne A. Maloon, AKA Suzanne A. Maloon Plasse for the parcel described in Exhibits "A" of the certificates of compliance, which certificates, along with said Exhibits "A", is attached thereto and incorporated therein by reference as though set forth in full; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and said certificates of compliance with Exhibits "A".

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 26th day of February, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli,

Brian Oneto, John Plasse, and Louis D. Boitano

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

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

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
SURVEYING & ENGINEERING

# CERTIFICATE OF COMPLIANCE FOR MAURICE JOHN PLASSE, III, DOREEN L. BRENNER, AKA DOREEN L. BRENNER PLASSE, EDUARD P. PLASSE AND SUZANNE A. MALOON, AKA SUZANNE A. MALOON PLASSE APN 44-310-014 and 44-310-025 1 PARCEL RECOGNIZED

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

# CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE DESCRIPTION (SEE EXHIBIT "A")

		CHAIRMAN, BOARD OF S	SUPERVISORS
State of California	)		
	) SS		
County of Amador	)		
On	,2013, bef	fore me,	, a
Deputy Clerk of the Boa	ard of Supervisors	in and for the County of Amador, Stat	e of California,
personally appeared Ric	chard M. Forster	who proved to me on the basis of satisf	actory evidence
to be the person whose r	name is subscribed	to the within instrument and acknowle	edged to me that
he executed the same in	his authorized car	pacity, and that by his signature on the	e instrument the
person, or the entity upo	on behalf of which	the person acted, executed the instrur	nent.

foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
	Deputy, Board of Supervisors

I certify under PENALTY OF PERJURY under the laws of the State of California that the

# EXHIBIT "A" COMPLIANCE PARCEL No. 1

# DESCRIPTION FOR M. J. PLASSE III, ET AL Compliance Parcel A-Agricultural Patents-257

A parcel of land situated in the County of Amador, State of California, and being more particularly described as the East ½ of the Northeast ¼ (E 1/2 of NE ¼) of Section 8, Township 5 North, Range 11 East, Mount Diablo Meridian, as described in Book A of Agricultural Patents at Page 257, Amador County Records.

CIRO L. TOMA

P.L.S. 3570

Ciro L. Toma PLS 3570 License expires 6/30/14

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
SURVEYING & ENGINEERING

# CERTIFICATE OF COMPLIANCE FOR MAURICE JOHN PLASSE, III, DOREEN L. BRENNER, AKA DOREEN L. BRENNER PLASSE, EDUARD P. PLASSE AND SUZANNE A. MALOON, AKA SUZANNE A. MALOON PLASSE APN 44-310-014 and 44-310-025 1 PARCEL RECOGNIZED

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

# CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE DESCRIPTION (SEE EXHIBIT "A")

		CHAIRMAN, BOAF	RD OF SUPERVISORS
State of California	)		
	) SS		
County of Amador	)		
On	,2013, befo	re me,	, a
Deputy Clerk of the Boa	ard of Supervisors in	and for the County of Amac	dor, State of California,
personally appeared Ric	<mark>chard M. Forster</mark> w	ho proved to me on the basis	of satisfactory evidence
to be the person whose r	name is subscribed t	o the within instrument and a	cknowledged to me that
he executed the same in	his authorized capa	city, and that by his signatur	e on the instrument the
person, or the entity upo	on behalf of which t	he person acted, executed the	e instrument.

I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under	the	laws	of	the	State	of	California	that	the
WITNESS my hand and official seal.										
	Dep	outy,	, Boa	rd c	of Su	ipervi	sor	S	**********	

# EXHIBIT "A" COMPLIANCE PARCEL No. 2

# DESCRIPTION FOR M. J. PLASSE III, ET AL Compliance Parcel A-Agrucultural Patents-256

A parcel of land situated in the County of Amador, State of California, being more particularly described as the East ½ of the Southeast ¼ (E 1/2 of SE ¼) of Section 5, Township 5 North, Range 11 East, Mount Diablo Meridian, as described in Book A of Agricultural Patents at Page 256, Amador County Records.

Ciro L. Toma PLS 3570 License expires 6/30/14



	<u>AGEND</u>	A TRANSM	ITTAL FORM		Regu	lar Agenda
	d of Supervisors ary 13, 2013	R	esol.		X Cons	ent Agenda Slip d Session
	e E. Allen	Pł	none Ext. <u>371</u>		February 20	
(D	epartment Head - please (type)					
Department Hea	nd Signature WM/L					
Agenda Title: Set	Public Hearing date for abandon	nment of various pu	blic easements for Basil &	& Tracy Sanl	born	
on the easterly side	item is a request to set the Publi of Danburg Drive (Lot 36 of Ki rood area. APN 26-172-007					
Recommendation/Re	equested Action:					
Fiscal Impacts (attac	h budget transfer form if appropriate		Staffing Impacts			
Is a 4/5ths vote requ			Contract Attached:	Yes	No	N/A
Committee Review?	Yes No	N/A	Resolution Attached:	Yes	No	N/A
Name			Ordinance Attached	Yes	No	N/A
Committee Recomm	endation:		Comments:			
Request Reviewed I						
Chairman		Counse				
Auditor		GSA Di	rector			
CAO		Risk Ma	anagement			
Distribution Instruction	ons: (Inter-Departmental Only, the red	questing Department is	s responsible for distribution of	outside Count	y Departments	5)
Please set the Public H	learing date, adopt the Res. of Intent to	/acate, return 2 copies o	f the resolution to Surveying; on	ne set certified a	and send out the	"Notices".
		FOR CLERK US	SE ONLY			
Meeting Date	ebruary 26, 2013	Time	a.m.	Item#	<i>3</i> D	
Board Action: Ap	proved Yes No Ur	animous Vote: Yes_	No			
Ayes:	Resolution	Ordinand	De	Other: _		
Noes		Ordinand	ce <u></u>			
Absent:	Comments: A new ATF is required from		his is a true and correct copy mador County Board of Supe		aken and ente	red into the official
Completed by	Department For meeting	ATTEST:				

Clerk or Deputy Board Clerk

Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

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

IN	THE	MA	TTER	OE.
111		, IVI /~		

RESOLUTION OF INTENTION TO	)
VACATE VARIOUS PUBLIC EASEMENTS	) RESOLUTION NO. 2013-xxxx
FOR BASIL J. SANBORN AND TRACY SANBORN,	)
CO-TRUSTEES OF THE BASIL J. AND TRACY SANBORN	)
REVOCABLE TRUST U/A/D MARCH 29, 2005	)

AND SCHEDULING OF PUBLIC HEARING FOR SAME )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to vacate public easements within the setback area of Lot 36, for light, air, snow storage, parking bays, graded slopes, drainage ditches, underground wires and conduits contained within the easterly 20 foot (20') wide portion of the "25' set back utility and parking easement" as shown on the final map for Lot 36 of Kirkwood Meadows Unit No. 1 for Basil J. Sanborn and Tracy Sanborn, Co-Trustees of the Basil J. and Tracy Sanborn Revocable Trust u/a/d March 29, 2005; and

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 3 (commencing with Section 8320) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on xxxx, 2013, at xxxx m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 26th day of February, 2013, by the following vote:

AYES:

Richard M. Forster, Theodore F. Novelli,

Brian Oneto, John Plasse, and Louis D. Boitano

NOES:

None

ABSENT:

None

Chairman, Board of Supervisors

ATTEST:

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



# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street Jackson, CA 95642-2132 Telephone: (209) 223-6371

# AMADOR COUNTY NOTICE OF PROPOSED VACATION

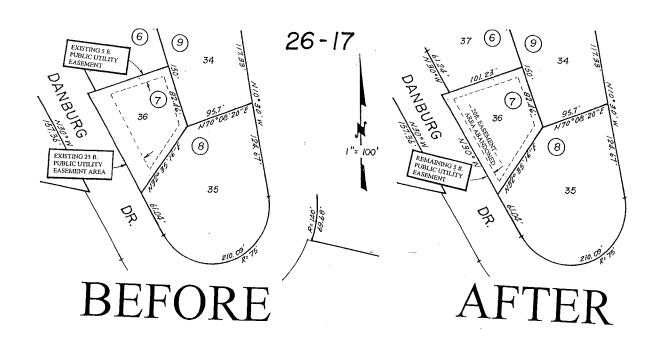
The Board of Supervisors hereby gives Notice of its proposed vacation of public easements within the setback area of Lot 36, for light, air, snow storage, parking bays, graded slopes, drainage ditches, underground wires and conduits contained within the easterly 20 foot (20') wide portion of the "25' setback utility and parking easement" as shown on the final map for Lot 36 of Kirkwood Meadows Unit No. 1, recorded in the Amador County Recorder's Office in Book 3 of Subdivision Maps at pages 30 to 32, for Basil J. Sanborn and Tracy Sanborn, cotrustees of the Basil J. and Tracy Sanborn Revocable Trust u/a/d March 29, 2005. The easement is located on the easterly side of Danburg Drive (Lot 36 of Kirkwood Meadows Unit No. 1) approximately 800 feet from the junction with Fremont Drive, in the Kirkwood area. Assessor's Parcel No. 26-172-007.

A Resolution of Intention to vacate said public easements was adopted by the Board of Supervisors in Resolution No. \_\_\_\_\_\_\_.

A Public Hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California on , 2013, at , or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

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

### AMADOR COUNTY BOARD OF SUPERVISORS



AGENDA TRANSMITTAL FORM Regular Agenda Consent Agenda To: **Board of Supervisors** Blue Slip Closed Session Date: February 12, 2013 Meeting Date Requested: From: Jon Hopkins, Director Phone Ext. X759 02/26/13 (Department Head - please type) Department Head Signature Agenda Title: Terpening Property Donation Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) On December 4, 2012, the Board authorized staff to proceed with preparing the necessary documents to accept the real property donation for Public Works from Marlene Ann Terpening. Attached is the Grant Deed which contains the legal description of the property, Certificate of Acceptance, Resolution and escrow documents needed to complete the donation. Recommendation/Requested Action: Accept donation and authorize Chairman to sign and execute all appropriate documents. Staffing Impacts N/A Fiscal Impacts (attach budget transfer form if appropriate) Is a 4/5ths vote required? N/A 🗙 Contract Attached: Yes 🗍 No Yes 🗌 No X Resolution Attached: Yes No N/A 🔀 Committee Review? N/A 🔀 N/A 🔀 Ordinance Attached Yes No Name Comments: Committee Recommendation: Request Reviewed by: Counsel Chairman GSA Director Auditor Risk Management CAO Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments) GSA-Jon Hopkins, County Counsel-Greg Gillott FOR CLERK USE ONLY Time Meeting Date February 26, 2013 9 a.m. Unanimous Vote: Yes\_\_\_No\_\_\_ Board Action: Approved Yes\_\_\_ No\_\_\_ Resolution Ordinance Ayes: Ordinance Noes Resolution Absent: Comments: I hereby certify this is a true and correct copy of action(s) taken and entered into the official A new ATF is required from

records of the Amador County Board of Supervisors.

Clerk or Deputy Board Clerk

Distributed on

Completed by

Department

For meeting

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

RESOLUTION ACCE FROM MARLENE AN A SINGLE PERSON		ED) F ) )	RESOLUTION NO. XX-XXX	
Pines, Unit 1A, a par	rcel of land located n the legal descriptio	in the County of Am	e owner of Lot 35 of Silver Lak nador, State of California mon Deed; and desires to donate sai	re
	tained in Grant Deed		rvisors does hereby accept sai executed by Marlene An	
		Chairman of said Boar ments related to this mat	rd be and hereby is authorized ter; and	to
			ne Certificate of Acceptance as described on the Grant Deed;	
			the Board of Supervisors of that day of, 2013, b	
AYES:				
NOES:				
ABSENT:				
	Chairman, Board of	Supervisors		

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

# CERTIFICATE OF ACCEPTANCE

# Government Code Section 27281

THIS IS TO CERTIFY THAT the interest	in real property conveyed by the Grant Deed
dated, 2013 from MARLEN	E ANN TERPENING, A SINGLE PERSON,
to COUNTY OF AMADOR, A POLITIC	CAL SUBDIVISION OF THE STATE OF
CALIFORNIA, is hereby accepted by order	of the Amador County Board of Supervisors
on, 2013 and the grantee	e consents to recordation thereof by its duly
authorized officer.	
Dated:, 2013	
	Richard M. Forster, Chairman Board of Supervisors of Amador County
ATTEST:	
Jennifer Burns Clerk of the Board of Supervisors	

# RECORDING REQUESTED BY PLACER TITLE COMPANY Escrow Number: 90-9563-MH AND WHEN RECORDED MAIL TO THE COUNTY OF AMADOR, A POLITICAL SUBDIVISION

A.P.N.: 033-561-006-000

12200-B AIRPORT RD. JACKSON, CA 95642

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# **GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 - Exempt - City Transfer Tax: \$0.00

(X) Unincorporated Area () City of PIONEER

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARLENE ANN TERPENING** , **A SINGLE PERSON** 

Hereby GRANT(S) to THE COUNTY OF AMADOR, A POLITICAL SUBDIVISION

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

LOT 35 OF SILVER LAKE PINES UNIT 1A, ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK "3" OF SUBDIVISION MAPS, PAGE 33.

APN: 033-561-006-000

Dated: January 18, 2013

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

# AGENDA TRANSMITTAL FORM

	<u>AGENDA</u>	IRANSMI	) DAAL	Regular Agenda  Consent Agenda
To: <u>Board of Supervisors</u> Date: <u>February 20, 2013</u>		4	)ossl	Blue Slip Closed Session
				Meeting Date Requested:
From: Theodore F. Novelli, District III		Ph	one Ext. x470	<u>February 26, 2013</u>
(Dep	artment Head - please type)			
Department Head	Signature			
Agenda Title: Board o	of Supervisors			
Summary: (Provide de Adoption of a resolu County.	tailed summary of the purpose of this i tion recognizing February 21, 20	tem; attach addition	nal page if necessary) per 21, 2013 as General Har	ry B. Liversedge Day in Amador
Recommendation/Req				
Fiscal Impacts (attach	budget transfer form if appropriate)		Staffing Impacts	
ls a 4/5ths vote require	ed? Yes \( \) No \( \)		Contract Attached:	Yes No N/A
Committee Review?	165 🖂 - 106 🖂	N/A 🗍	Resolution Attached: Ordinance Attached	Yes
Name			Comments:	
Committee Recommer	ndation:			
- 10-1	X-			
Request Reviewed by		Counse	ı	
Chairman	rad			
Auditor		GSA Di	V16.1_	
CAO U			anagement // //	
Distribution Instruction	s: (Inter-Departmental Only, the reque	esting Department i	s responsible for distribution ou	utside County Departments)
	F	OR CLERK US	SE ONLY	
Meeting Date Feb	ruary 26, 2013	Time	9 a.m.	Item#
		imagon Vista Vis	No	
		imous Vote: Yes_ Ordinand		Other:
Ayes:			-	
Absent:	Comments:			
Distributed on	A new ATF is required from	I hereby certify records of the A	this is a true and correct copy o mador County Board of Supen	of action(s) taken and entered into the offiviors.
Completed by	Department For mosting	ATTEST:		
Completed by	For meeting of		or Deputy Board Clerk	

Save ....

# AMADOR COUNTY BOARD OF SUPERVISORS

IN THE MATTER O	F:
AND SEPTEMBER	OGNIZING FEBRUARY 21, 2013 ) RESOLUTION NO. 13-xxx 21, 2013 AS GENERAL HARRY B. ) IN AMADOR COUNTY )
	Brig. Gen. Harry B. Liversedge, USMC, is a native son of Amador County of the outstanding heroes of the U.S. Marine Corps' 236-year history; and
	General Liversedge, then a Colonel, led the 28th Marine Regiment in the It. Suribachi during the Battle of Iwo Jima on February 23, 1945; and
	the Liversedge Memorial Group, founded in 1987 and composed of former embers of his family, and veterans of all the Armed Services; and
	it is fitting that citizens of Amador County join in the Memorial Group's neral's memory alive in the county of his birth.
Amador, State of C	E, BE IT RESOLVED by the Board of Supervisors of the County of alifornia that said Board does hereby proclaim February 21, 2013 and as General Liversedge Day in Amador County.
The foregoing County of Amador a following vote:	g resolution was duly passed and adopted by the Board of Supervisors of the ta regular meeting thereof, held on the 26 <sup>th</sup> day of February, 2011 by the
AYES:	Supervisors John Plasse, Richard M. Forster, Louis D. Boitano Theodore F. Novelli and Brian Oneto
NOES:	None
ABSENT:	None
	Chairman, Board of Supervisors
ATTEST: JENNIFER BURNS, Board of Supervisors California	

# AGENDA TRANSMITTAL FORM

AGENDA IRANSWIII IAL FORW Regular Agenda					
To: <u>Board</u>	Consent Agenda				
Date: February 13	3, 2013		gnit	Closed Session  Meeting Date Requested:	
From: James Weg	ner		none Ext. 515	2/2/0/13	
	epartment Head - please type)			- 10010	
Department Hea	d Signature				
Agenda Title:	rtment of Boating and Waterways Agree	ment			
	etailed summary of the purpose of this		nal page if necessary)		
This is the annual a	greement between the Amador	County Sheriff's O	Office and the State of Califo	rnia Department of Boating and	
waterways whereir Amador County	The County is reimbursed by the	e state for marine	patroi and enforcement sei	rvices on public waterways within	
Recommendation/Re	quested Action:	<u>artin K.M. Anno deline.</u> Balangan Kabalan	AND THE PERSON DESIGNATION OF THE PROPERTY OF		
	nt and authorize Chairman's signa n budget transfer form if appropriate)	ature			
			Statting Impacts Loss of one	e deputy sheriff if not approved	
Loss of revenue if n					
ls a 4/5ths vote requir	red? Yes \textbf No \textbf		Contract Attached:	Yes 🛛 No 🔲 N/A 🗍	
Committee Review?		N/A	Resolution Attached: Ordinance Attached	Yes	
Name ·			Comments:		
Committee Recomme	endation:				
Request Reviewed b	<b>y</b> :				
Chairman	La	Counsel			
Auditor		GSA Dir	rector Hol		
CAO CAI		Risk Ma	inagement Mat		
Distribution Instruction	ns: (Inter-Departmental Only, the requ	uesting Department is	s responsible for distribution outs	side County Departments)	
Risk Celectronic					
FOR CLERK USE ONLY					
Meeting Date		Time	EUNLI	Item # / / //	
Feb	oruary 26, 2013		9 a.m.	<u> </u>	
Board Action: Approved Yes No Unanimous Vote: YesNo					
Ayes:		Ordinanc		Other:	
Noes		Ordinanc			
Absent:	Comments:	-			
Distributed on	A new ATF is required from		his is a true and correct copy of a mador County Board of Supervis	action(s) taken and entered into the official sors.	
	Department				
Completed by	For meeting	ATTEST:			
	of	Clerk (	or Deputy Board Clerk		



# **Boating Safety and Enforcement Financial Aid Program Contract**

This contract, entered into this 1<sup>ST</sup> day of July, 2013, by and between the CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS, hereinafter called "Department," and the **COUNTY OF AMADOR**, hereinafter called "Agency";

### WITNESSETH

WHEREAS, Contingent on approval of the <u>Fiscal Year 2013-2014</u> budget, the Department intends to contract with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this contract and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual contract with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

# I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations, as amended and attached hereto and incorporated by reference as Attachment I. Contract shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

# II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

# III. Payments

- A. <u>Maximum Amount</u>. The amount the Department shall be obligated to pay for services rendered under this contract shall not exceed <u>\$104,136.00</u> for the contract term in full consideration of Agency's performance of the services described in this contract.
- B. <u>Rate of Payment</u>. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. <u>Submission of Claims</u>. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_monthly **OR** \_\_\_quarterly basis. (**Please check one**)
- D. <u>Failure to Submit Claims</u>. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

### IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

# V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT	TO AGENCY
Ms. Corrina Dugger	Amador County Sheriff's Department
Department of Boating and Waterways	
2000 Evergreen Street, Suite 100	
Sacramento, CA 95815-3888	

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

# VI. Term

This agreement shall be for the term beginning July 1, 2013, and ending June 30, 2014.

# VII. Prior Agreements

All prior contracts regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this contract.

# VIII. Amendment

No amendment or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.

### IX. Termination

Agency may terminate this contract without cause in writing at any time. Department may terminate this contract without cause upon a sixty (60) days written notice served upon the Agency.

# X. Special Provisions

- A. Agency hereby certifies that the obligations created by this contract do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This contract shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this contract during any dispute.

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

CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS
By:
Lucia C. Becerra, Acting Director  California Department of Boating and Waterways  Date:
"Department"
COUNTY OF AMADOR
By: Marleyan
Title: Sherfy
Date: 1-66. 13, 2013
"Agency"
COUNTY OF AMADOR
By:
Title:
Date:
"Agency"

# AGENDA TRANSMITTAL FORM

Regular Agenda

To: <u>Board</u>	<u>l of Supervisors</u>			Consent Agenda Blue Slip
Date: February 11, 2013		()	grut none Ext. 625	Closed Session
From: James Foley, Director			<b>)</b> hone Ext. <u>625</u>	Meeting Date Requested:
The second of th	epartment Head - please type)	<i>-</i>	Tone Ext. 923	02/26/13
Department Hea	d Signature Lpuh	· Yely		
Agenda Title: Agre	eement with The California Depa	artment of Social	Services to provide agency a	adoption services for Amador Co
Summary: (Provide d This agreement be authorizes the CD! Subsequent to the	detailed summary of the purpose of this etween Amador County Departm SS to provide agency adoption so e Chairman signing agreement o	s item; attach addition ment of Social Serv services on behalf	onal page if necessary) vices and The California Dep f of Amador County in accord	partment of Social Services dance with specified laws.
Counsel has appro				
Recommendation/Re	quested Action:			
Approve and sign a	agreement h budget transfer form if appropriate)			
	1 budget transfer form it appropriate)		Staffing Impacts None	
Budgeted				
ls a 4/5ths vote requi	red? Yes ⊠ No □		Contract Attached:	Yes No N/A
Committee Review? N/A Name			Resolution Attached: Ordinance Attached Comments:	Yes No N/A N/A Yes No N/A
Committee Recomme	∍ndation:		Comments.	
Request Reviewed b	yy:			
Chairman	•	Counse	ol <u> </u>	
Auditor 28	K	GSA Dii	irector	
CAO OR			anagement STAT	
Distribution Instruction	ons: (Inter-Departmental Only, the requ	uesting Department i	is responsible for distribution outs	side County Departments)
	copies ASAP to Chris @ Social Se			,, , , , , , , , , , , , , , , , , , ,
		FOR CLERK US	SE ONLY	
Meeting Date Feb	ruary 26, 2013	Time9_	a.m.	Item# 4B
Board Action: App	proved Yes No Unai	nimous Vote: Yes_	No	
Ayes:	Ayes: Ordinanc			Other:
Noes Absent:	Resolution Comments:	Ordinano	ce	
Distributed on	A new ATF is required from		this is a true and correct copy of a	action(s) taken and entered into the official sors.
Completed by	Department For meeting	ATTEST:		
	of	Clerk	or Deputy Board Clerk	

Save

### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2012 by and between THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "CDSS" and AMADOR COUNTY DEPARTMENT OF SOCIAL SERVICES, hereinafter referred to as "COUNTY".

### RECITALS

- A. The CDSS agrees to provide to COUNTY, Agency adoption services under the authority of Welfare and Institutions Code (W&I Code), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239. The CDSS will provide the following adoption services:
  - Consult and review of children in out-of-home care who need concurrent planning services.
  - 2. Assess and provide a written analysis of the adoptability of a child pursuant to W&I Code, Section 361.5, 366.21 or 366.22.
  - 3. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
  - 4. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
  - 5. Recruit prospective adoptive families, including families who fully support reunification goals, for children referred to the CDSS.
  - 6. Complete adoption homestudies of prospective adoptive families, including requests for adoption homestudies through the Interstate Compact on the Placement of Children (ICPC.)
  - 7. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&I Code, Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.
  - 8. Match children with prospective adoptive families and place children for adoption.
  - 9. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
  - 10. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
  - 11. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and County Programs regarding AAP eligibility (i.e., W&I

Code, Sections 16115-16123 and Title 22 California Code of Regulations (CCR) Section 35325 et seq.)

- 12. Provide other appropriate and necessary adoption services as needed.
- B. The CDSS and County agree to coordinate efforts in the following areas:
  - 1. Promote concurrent planning services and permanence for children who are in out-of-home care.
  - 2. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
  - 3. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other agency, including potential placement changes.
  - 4. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
  - 5. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.
  - 6. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
  - 7. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.
  - 8. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seg.
  - 9. Use the Child Welfare Services/Case Management System (CWS/CMS) to record information and case activities for dependent children and foster families.
  - 10. Provide other appropriate and necessary coordination as needed.
  - 11. Services for the Child Before a Permanent Plan is Determined
    - a. County and the CDSS Will:
      - Jointly assess the child pursuant to W&I Code 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

- ii. Jointly assess the child approximately 90 days before the 6 month and 12 month reviews required by W&I Code Section 366.21 and the 18 month review required by W&I Code, Section 366.22.
- iii. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

## a. County Will:

- i. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.
- ii. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including date and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.
- iii. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, County will complete process of notifying all possible tribes and documenting this in court.
- iv. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.
- v. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
- vi. Provide a written referral to CDSS when FR services are not ordered (W&I Code, Section 361.5), when FR services are terminated due to an order by the court (W&I Code, Section 360 if applicable, 366.21 or 366.22) or when a referral is made for the child before termination of services due to concurrent planning. Provide all necessary documents to the CDSS in order to carry out adoption or concurrent planning services.
- vii. Provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by CDSS.
- viii. Provide Department of Justice criminal record clearance(s) of the foster family when requested.
- ix. Work with CDSS to prepare a report for the W&I Code, Section 366.26 hearing. The CWS social worker's portion of the report will include:

- a. An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
- b. A review of the amount and nature of contact between the child and parent(s) since placement.
- c. A summary of current search efforts for any absent parent.
- d. Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response in which case the child's condition should be stated.)
- e. A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of the recommended plan.
- x. County will provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute or regulation.
- xi. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412.)
- xii. Send notice of hearing, the social worker's court report and the judge's court orders to the CDSS Adoptions District Office for W&I Code 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.
- xiii. Prepare a court report every six months for the Juvenile Court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.
- xiv. Provide AAP payments as directed by the CDSS to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
- xv. Send all court orders to CDSS within 30 calendar days after the date of the court hearing.
- xvi. Retain case management responsibility until finalization of the Adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS application to Adoptions District Office before closing CWS services case.

### b. CDSS Will:

- i. Assess the child with County pursuant to W&I Code, Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.
- ii. Assess the child with CWS approximately 90 days before the 6-month and 12 month review required by W&I Code, Section 366.21 and the 18-month review required by W&I Code, Section 366.22.
- iii. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely, prior to placement or as soon thereafter as possible.
- iv. Consult with the CWS social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.
- v. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- vi. Provide assessment of the child before the W&I Code, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the CWS social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.
- vii. Work with County to prepare a report for the W&I Code, Section 366.26 hearing. The CDSS report will be submitted to County 21 calendar days before the hearing, and shall include:
  - a. An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
  - b. The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated.)
  - c. A preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including

- screening for criminal records and prior referrals for child abuse and neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption.
- d. An analysis of the likelihood that the child will be adopted if parental rights are terminated.
- viii. Be available for contested W&I Code, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
- ix. If the juvenile court identifies adoption as a permanent goal, it can without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, CDSS shall contact other private and public adoption agencies about the child availability for adoption.
- x. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code Section 8714.7.
- xi. Recruit adoptive families, including those who can fully support and cooperate in the provision of FR services. If necessary, (in cases where the child has been placed cooperatively with another adoption agency) request an adoption homestudy of the identified prospective adoptive family.
- xii. Approve or deny family adoptive assessments homestudies.
- xiii. Prepare the child for adoption. (This may or may not include a placement change.)
- xiv. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
- xv. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.
- xvi. Promptly notify the County of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
- xvii. Establish AAP eligibility of the child, determine benefit amount and duration, and review and re-assess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

- xviii. Assume exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&I Code, Section 366.26 (j) until finalization of the adoption.
  - xix. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its report whether the post adoption contact agreement is in the child's best interest.
  - xx. Confirm in writing to the County that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.
  - xxi. Document case management activities in CWS/CMS pursuant to state guidelines.
- xxii. Conduct other appropriate and necessary permanency planning activities as needed.

### 12. Services after Permanency Planning

### a. County and CDSS Will:

- i. Jointly assess each child in long-term foster care, no less than 45 days before the 12 month review of the permanent plan pursuant to W&I Code, Section 366.3 (d).
- ii. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child prior to placement or as soon thereafter as possible.

### b. County Will:

- i. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.
- ii. Provide a written referral packet for accepted referrals within 5 working days, including all necessary documents for the agency to carry out its functions. Only documents not previously submitted will be needed.
- iii. Make a secondary assignment on the CWS/CMS application to the Adoptions District Office "in-box caseload" at the time of referral for adoption services.

# c. CDSS Will:

i. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

- ii. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.
- iii. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the W&I Code Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

The case progress report may include:

- a) A summary of contacts.
- b) Adjustment of the child to the adoptive home.
- c) Specific circumstances or problems that affect the child or the placement.
- d) Progress made in the adoption process.
- e) Steps needed to complete the adoption.

#### C. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

- 1. The primary social workers from the County and the CDSS will meet and confer to resolve differences.
- 2. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary caseworkers will meet and confer to resolve differences.
- 3. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS District Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
- 4. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

#### D. PARTIAL INVALIDITY

Should any part, term, portion, or provision of this contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the

remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

E. <u>TERM; TERMINATION OF AGREEMENT</u>. This Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2013. This contract may be terminated without cause by either party upon one hundred and twenty (120) days with written notice to the other party.

#### F. INDEMNIFICATION.

a. CLAIMS ARISING FROM THE ACTS OR OMISSIONS OF THE COUNTY. The County hereby agrees to defend and indemnify the California Department of Social Services (CDSS), its agents, officers, and employees (hereinafter collectively referred to as the State), from any claim, action or proceeding against the State, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the State may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The State shall notify the County promptly of any claim, action or proceeding and cooperate fully.

#### b. CLAIMS ARISING FROM THE ACTS OR OMISSIONS OF THE STATE

The State hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred as the County), from any claim, action, or proceeding against the County arising out of the acts or omissions of the State in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the State of any obligation imposed by this Contract. The County shall notify the State promptly of any claim, action or proceeding and cooperate fully.

- G. <u>RETENTION OF RECORDS</u>. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
- H. <u>COMPENSATION</u>. Compensation to CDSS shall be paid in accordance with the budget statement set forth on Attachment A attached and incorporated by this reference.

I.

	The project representatives during the term of this agreement will be:		
	CDSS:	COUNTY:	
	Carmen George Adoptions Services Bureau 744 P Street, MS 8-12-31 Sacramento, CA 95814 (916) 651-8106 Fax: (916) 651-8143	Amador Cour	50
	Changes to the project representative in other party and shall not require an ame	nformation may endment to this	be made by written notice to the Agreement.
	IN WITNESS WHEREOF, the parties he and year first above written.	ereto have exe	cuted this Agreement as of the day
	COUNTY OF AMADOR		CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
	BY: Richard M. Forster, Chairman		BY:
	APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL COUNTY OF AMADOR		ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
,	BY: Gregory Gillott, County Counsel		

#### **BUDGET STATEMENT**

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for agency adoptions from the State to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of \$6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the \$6 million general fund were based on a percent to total of each county's specific twelve year average of Child and family referrals within the California Department of Social Services District Offices that have been providing agency adoption services to these counties.

In consultation with the Child Welfare Director's Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a monthly cost per case basis of \$250 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS will invoice the County quarterly the total cost for each active child case and each family case referred to the District Office for adoptions services. This rate would be claimed up to but not exceeding \$50,975.

## AGENDA TRANSMITTAL FORM

	AGENDA	IRANSIII	TTAL FURIN	Regular Agenda	
To: <u>Board</u> Date: 02/05/2013	of Supervisors	d	gnit	Consent Agenda Blue Slip Closed Session	
From: James Foley	y, Director of HHS epartment Head - please type)		one Ext. <u>412</u>	Meeting Date Requested: 02/26/2013	
Agenda Title:	Amendment between Pavis Guest Home	and Amador County B	ehavioral Health FY 2012-2013		
	etailed summary of the purpose of this				
Amendment to inc	alth and Human Services, Behavic rease the " Not to Exceed amoun his facility in this fiscal year.	oral Health Depart it from \$90,000 to	ment requests the Board \$150,000". This is due to	of Supervisors approve this 1st additional Amador County clients	
Recommendation/Re					
Approval of Amen Fiscal Impacts (attac	dment h budget transfer form if appropriate)		Staffing Impacts None		
none			, None		
Committee Review?  Name Committee Recomm	Yes ∐ No 🔀	N/A 🔲	Contract Attached: Resolution Attached: Ordinance Attached Comments:	Yes	
Request Reviewed I	oy:	Counsel GSA Dir	rector		
CAO		Risk Ma	anagement ///ハベ		
	ons: (Inter-Departmental Only, the requoriginal Amendments to Angle C				
		FOR CLERK US	SE ONLY		
Meeting Date	February 26, 2013	Time	9 a.m.	Item# 4C	
Board Action: Ap	•	animous Vote: Yes_ Ordinand		Other:	
NoesAbsent:	Resolution Comments:		-	And the second s	
Distributed on	A new ATF is required from		this is a true and correct copy amador County Board of Super	of action(s) taken and entered into the officia rvisors.	
Completed by For meeting ATTEST: Cler			rk or Deputy Board Clerk		

Save ....

#### FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First
Amendment") is made as of, 2013 by and between COUNTY OF AMADOR, a
political subdivision of the State of California ("County") and LONNY DAVIS,
individually and d.b.a. DAVIS GUEST HOME, INC., a California corporation (the
"Contractor").

#### **RECITALS**

- A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 2012 whereby Contractor agreed to provide a residential care facility using a system of augmented support services to assist seriously mentally ill clients upon the terms and conditions set forth in the Original Agreement.
- B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

- 1. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place:
- 2. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

LONNY DAVIS, individually and d.b.a. COUNTY OF AMADOR DAVIS GUEST HOME, INC., a California corporation BY:\_\_\_\_ Richard M. Forster BY: Chairman, Board of Supervisors Federal I.D. No.:94-2532667 APPROVED AS TO FORM: ATTEST: OFFICE OF THE COUNTY COUNSEL JENNIFER BURNS, CLERK OF THE COUNTY OF AMADOR **BOARD OF SUPERVISORS** BY:\_\_ BY:\_\_\_\_\_ Gregory Gillott

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the

date first set forth above.

#### ATTACHMENT B- Fee Schedule

Transitional Resident Charges

\$75.00 per client per day

Some residents may have acuity issues that could require additional staffing and medication interventions. In order to keep these clients in their placement, an additional fee may need to be assessed depending on their acuteness and behavior. In the event Contractor determines that such additional staffing or medication interventions are warranted, Contractor shall notify County in writing of the requested additional interventions, including a revised cost per client per day. In no event shall the cost per client per day exceed \$143.00 per day. Contractor shall not provide such additional interventions or assess such additional costs without the approval of County.

This contract shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) during Fiscal Year 2012/2013.

-	ACORD CERTIFICATE OF LIABILITY INSURANCE  DATE (MM/DD/YYYY) 05/23/2042-						•
PRODUCER Phone: (510) 233-2600 Fax: (510) 235-3522 NEK INSURANCE, INC. PO BOX 809 EL CERRITO CA 94530			THIS CERTIFICATE IS ISSUED AS A MATTER OF ONLY AND CONFERS NO RIGHTS UPON THE CE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER THE COVERAGE AFFORDED BY THE POLICE			RTIFICATE , EXTEND OR	
			INSURERS AFF	ORDING COVER	AGE		NAIC#
	SURED	Agency Uc#: 0350715	INSURERA: PH	ILADELPHIA IND	EMNITY INSURANCE CO	MPANY	
	AVIS GUEST HOME, INC. 878 EAST HATCH ROAD	<b>j-</b>	INSURER B: INSURER C:				
	ODESTO CA 95351	-1	INSURER D:				
		[~	INSURER E:				
_	OVERAGES	100140 70 744 04015	THE LINES ARELE	505 THE BOLIOVE			
AN MA	É POLICIES OF INSURANCE LISTED BELOW HAVE BEEN Y REQUIREMENT, TERM OR CONDITION OF ANY CONTF LY PERTAIN, THE INSURANCE AFFORDED BY THE POLIC LICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN R	RACT OR OTHER DOCUM LES DESCRIBED HEREIN	MENT WITH RESPEC I IS SUBJECT TO A	Y TO WHICH THIS C	ERTIFICATE MAY BE ISSUED .	ΛD	
INSI	R ADD'L TYPE OF INSURANCE POLI	CY NUMBER	POLICY EFFECTIVE DATE (MWDD/YY)	POLICY EXPIRATION DATE (MW/DD/YY)	LIMITS		
Γ	1 1	PK866403	05/14/12	05/14/13	EACH OCCURRENCE DAMAGE TO REMED	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY				PREMISES (Es occurence) MED. EXP (Any one person)	\$	1,000,000
A	CLAIMS MADE X OCCUR  X PROFESSIONAL LIABILITY				PERSONAL & ADV INJURY	\$ S	5,000
<b> </b> ^	X PROFESSIONAL LIABILITY				GENERAL AGGREGATE	s	1,000,000 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG.	\$	3,000,000
	X POLICY PRO- LOC						
	AUTOMOBILE LIABILITY PH . X ANY AUTO	PK866403	05/14/12	05/14/13	COMBINED SINGLE LIMIT (Ea scadent)	\$	1,000,000
A	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	***
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY  ANY AUTO			•	AUTO ONLY - EA ACCIDENT	5	
	ANTAGIO				OTHER THAN EA ACC AUTO ONLY: AGG	\$	
•	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	OCCUR CLAIMS MADE				AGGREGATE	\$	
	.	1				\$	
	DEDUCTIBLE RETENTION \$		•		- W	\$	
	WORKERS COMPENSATION AND				WC STATU- OTHER	\$	
	EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	s	
	ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDEO?				E.L. DISEASE-EA EMPLOYEE	\$	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-POLICY LIMIT	\$	
	OTHER:						
DE	SCRIPTION OF OPERATIONS/LOCATIONS/VE	HICLES/EXCLUSIO	ONS ADDED BY	ENDORSEMENT	SPECIAL PROVISIONS		
SE	E SUPPLEMENTAL CERTIFICATE INFORMAT	ION					
							ľ
			A.I.,	171011			
	RTIFICATE HOLDER		CANCELL SHOULD ANY		CRIRED POLICICO DE CALICE	ED acco	DE THE
ITS 500	UNTY OF AMADOR OFFICERS, EMPLOYEES AND VOLUNTEERS ARGONAUT LANE :KSON, CA 95642-9534	\$	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAULURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.				
			AUTHORIZED REPRESENTATIVE				
Att	ention:	16	,		•	1	

Certificate #

32537

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

# SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #32537

DATE MAY 23 12.

DECORPTION OF OPERATIONS/		11 - 00
	LOCATIONS/VEHILLES/SECUAL	

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM CG2026 & CA2048.

RE: 1878 EAST HATCH ROAD, MODESTO, CA / 1900 EAST HATCH ROAD, MODESTO, CA / 1628 NADINE AVENUE, MODESTO, CA / 1232 NADINE AVENUE, OHIO AVENUE, MODESTO, CA / 2405 MAUNA LOA DRIVE, CERES, CA & 1209 N. CENTRAL AVENUE, MODESTO, CA / 1232 NADINE AVENUE, MODESTO, CA

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

POLICY NUMBER: PHPK866403

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Name Of Additional Insured Person(s) Or Organization(s)
COUNTY OF AMADOR
ITS OFFICERS, EMPLOYEES AND VOLUNTEERS
500 ARGONAUT LANE
JACKSON, CA 95642-9534
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:		
Named Insured:	(Authorized Representati		
SCH	EDULE		
Name of Person(s) or Organization(s): COUNTY OF AMADOR ITS OFFICERS, EMPLOYEES AND VOLUNTEERS 500 ARGONAUT LANE JACKSON, CA 95642-9534			

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

П



#### GENERAL SERVICES ADMINISTRATION

#### DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

# **EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL** DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.

2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Date of Request: 02/04/2013

Contact Name: Angie Grau Phone: 223-6346

that are not available in comparable products.

Estimated Total Cost: \$ 150,000.00 Proposed Vendor: Davis Guest Home

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements. Item is available from only one vendor. Item is one-of-a-kind item and is not sold Sole Source: through distributors. Manufacturer is a sole distributor. Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.  $\underline{X}$  Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply. Expert or specialized professional services Legal printing ☐ Legal services ☐ Emergency ☐ Existing public contract ☐ Insurance ☐ Existing contract ☐ Other, define below **INSTRUCTIONS** 1. Please check all applicable categories (a. through i.) below and provide additional information where indicated. П a. The requested product is an integral repair part or accessory compatible with existing equipment. П

The requested product has unique design/performance specifications or quality requirements

		C.	The requested product is standardized in accordance with Section <b>3.08.260</b> and the use of another brand/model would require considerable time and funding to evaluate and change.
		d.	The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
*************		e.	The requested product is used or demonstration equipment available at a lower-than-new cost.
		f.	Repair/Maintenance service is available only from manufacturer or designated service representative.
		g.	Upgrade to or enhancement of existing software is available only from manufacturer.
		h.	Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
	$\boxtimes$	i.	Other factors (provide detailed explanation in #2 below).
	2. Pro abo	vide ve.	e a detailed explanation and pertinent documentation for each category checked in item 1 Attach additional sheets if necessary:
	<u>agr</u>	<u>eem</u>	actor provides professional services for clients of Amador County. Contractor has a current ent signed by the Board of Supervisor for professional services. This contractor operates a ntial Care Facility for adult clients.
	Davis (	Gues	st home addresses adult clients with serious psychiatric impairment which include:
		Sub Gro Bas Exa Borr Med Para p Rev Sex	iculty managing self-care, bathing, dressing, grooming, toileting, and eating.  b-acute danger to self; including suicidal ideation.  ss inactivity  ic difficulties in sharing, co-existing in a room with another person.  aggerated, loud outbursts in response to perceived injustices.  rowing, begging or stealing or inappropriate handling of money or property.  dication compliance.  anoid perception- which goes unvoiced and sometimes leads to the person acting out of lace in the community.  ersed sleep patterns- up all night, sleeping in the day.  ual acting out.  essive dependency.
, 3	3. Was	s an es, p	evaluation of other equipment, products, or services performed? Yes \(\sumsymbol{\mathbb{N}}\) Yes \(\sumsymbol{\mathbb{N}}\) No lease provide all supporting documentation.
4	mak	ing i	by the name of each individual who was involved in the evaluation, if conducted, and in the recommendation to procure this product or service. Attach additional information, if any I Conflict of Interest is known.
	THE	5C	SERVICES HAVE BEEN EVALUATED & DETERMINED TO BE UNQUE DUE TO
	Limi	LED	AVAILABILITY IN PROVIDING SCRUCE TO ADULT CLIENTS WITH SERIOUS
	Psyc	Hin	TRIE IMPAIRMENTS. IN, ADDITION, MULTIPLE SIMILAR SERVICES ARE
	Some	TWY	TES NEEDED IN OPDER TO GUARANTET BED SPACE OF CLINICAL &
			ONAL SUPPORT FOR THE COUNTY. THE SPECIFIC WHEELE UNIQUE NEEDS }
	REQUI	RET	NEWTS FOR UTILIZING DAVIS GUESS HOME ARE DETERMINED BY BEHAVIORAL

#### CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL:

Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL:

Procurement Officer / Date

#### **BALANCE SHEET**

CONTRACT:	Crestwood Behavio	ral Health, Inc.	Term of Contract CAP Amount	July 12-June 13 <b>110,000.00</b>
Date of Invoice	Invoice #	Amount	Services for	Balance <b>110,000.00</b>
8/2/2012	C0272012-7	4,199.00	July 12	-4,199.00
9/5/2012	C0272012-8	1,815.04	August 12	-1,815.04
10/2/2012	C0272012-9	6,806.40	September 12	-6,806.40
11/2/2012	C0272012-10	17,497.28	October 12	-17,497.28
12/4/2012	C0272012-11	19,886.40	November 12	-19,886.40
1/3/2013	C0272012-12	20,890.44	December 12	-20,890.44
CO? Balance				38,905.44

up the cap to \$250,000

· "() · (•

7,00

# AGENDA TRANSMITTAL FORM

	<u>AGENDA</u>	IRANSINI	TTAL PURIM	Regular Agenda	
To: <u><b>Board</b></u> Date: 02/04/2013	I of Supervisors 3	( <u>)</u>	mt	Consent Agenda Blue Slip Closed Session Meeting Date Requested:	
	y, Director of HHS epartment Head - please type) ad Signature	Pho 1-Ay	one Ext. 412	02/26/2013	
Agenda Title:	Amendment between Sierra Child & Family S	Services for Fiscal Ye	ar 2012-2013		
했다면 하나 하다 가 가 됐습니?	detailed summary of the purpose of this it	CONTRACTOR COLLINSTS			
mendment to inc	alth and Human Services, Behavior crease the " Not to Exceed amount e inpatient facility for mentally and	from \$100,000 to	o \$ 125,000". This is due t	d of Supervisors approve this 3rd to additional Amador County children	
Recommendation/Re			Staffing Impacts		
Fiscal Impacts (attac Budgeted	in budget transier rolli il appropriato)		Staffing Impacts None		
Committee Review? Name Committee Recomm	Yes L. No 🗵	N/A 🗍	Contract Attached: Resolution Attached: Ordinance Attached Comments:	Yes         No         N/A           Yes         No         N/A           Yes         No         N/A	
Request Reviewed Chairman Auditor CAO Distribution Instruction	by:  Signature 1		rector	outside County Departments)	
	o original amendments to Angie Gr		/ · · · · · · · · · · · · · · · · · · ·	lectronic)	
		FOR CLERK US			
Meeting Date F	ebruary 26, 2013	Time	9 a.m.	Item#	
Board Action: A	pproved Yes No Unar	nimous Vote: Yes_	No		
Ayes:			-	Other:	
NoesAbsent:	Resolution Comments:	Ordinan	ce		
Distributed on	A new ATF is required from		this is a true and correct copy Amador County Board of Sup	by of action(s) taken and entered into the officervisors.	
Completed by Department For meeting Of			erk or Deputy Board Clerk		

Save ....

#### THIRD AMENDMENT TO SERVICES AGREEMENT

THIS THIRD AMENDMENT TO SERVICES AGREEMENT (this "Third	
Amendment") is made as of, 2013 by and between COUNTY OF AMADO	OR,
a political subdivision of the State of California ("County") and SIERRA CHILD AND	)
FAMILY SERVICES, INC., a California corporation (the "Contractor").	

#### RECITALS

- A. County and Contractor executed an agreement (the "Original Agreement") dated as of March 2, 2010 whereby Contractor agreed to provide Therapeutic Behavioral Services (TBS) and wrap-around (like) services for emotionally disturbed girls and boys upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Services Agreement dated as of July 26, 2011 and that certain Second Amendment to Services Agreement dated as of August 14, 2012. The Original Agreement, as so amended, is referred to as the "Agreement."
- B. County and Contractor desire to further modify the Agreement as set forth in this Third Amendment.

NOW, THEREFOR, the parties agree as follows:

- 1. The parenthetical phrase appearing under the caption "Attachment B" on said Attachment shall be modified to read as follows: "(Compensation to Contractor under this Agreement for FY 2012/2013 Shall not exceed \$125,000)"
- 2. Except as set forth in this Third Amendment, the Agreement shall remain unmodified and in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties have exdate first set forth above.	xecuted this Third Amendment as of the
COUNTY OF AMADOR	CONTRACTOR: SIERRA CHILD AND FAMILY SERVICES, INC.
Richard M Forster Chairman, Board of Supervisors	Barry Harwell, Director
APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL COUNTY OF AMADOR	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY:Gregory Gillott	BY:



#### CERTIFICATE OF LIABILITY INSURANCE

SIERR-8 OP ID: AU

DATE (MM/DD/YYYY)

08/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCI Financial & Ins. Solutions License #0381524 P. O. Box 5076 San Ramon, CA 94583-1328 Richard Bilotti		925-866-7050 925-866-8275	DIAME.				
			INSURER(S) AFFORDING COVERAGE	NAIC#			
			INSURER A : Non-Profits Ins Alliance of CA	10023			
INSURED	Sierra Child & Family Services, Inc.		INSURER B:				
	PO Box 1987 Diamond Springs, CA 95619		INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				
001/ED 4	OFO OFFICIOATI	- All IARDED	DE1/10/01/11/11/11	_			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	P Y) LIMITS		
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	х	X 201204899NPO 08/01/12 08/0		08/01/13	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED		
^		^	201204693NFO	00/01/12	00/01/13	PREMISES (Ea occurrence)	\$	500,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	20,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	3,000,000
	POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO		201204899NPO	08/01/12	08/01/13	BODILY INJURY (Per person)	\$	
	ALLOWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	76765					(i or accident)	\$	
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	2,000,000
Α	EXCESS LIAB CLAIMS-MADE	ŀ	201204899UMBNPO	08/01/12	08/01/13	AGGREGATE	\$	2,000,000
	DED X RETENTION \$ 10000			A-100			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WCSTATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE TO IN	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		
						TODAY TODO! CIMIT	<u> </u>	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	EC (Attack	ACORD 101 Additional Remarks Caladala	if more ones: '-	us surius d\			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: Board of Supervisors meeting scheduled for 08/14/12. County of Amador, its officers, officials, employees, and volunteers are named as additional insured per the attached endorsement.

CERTIFICATE HOLDER		CANCELLATION		
Amador County Office of Risk Mgmt	AMACOUN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
810 Court St Jackson, CA 95842		AUTHORIZED REPRESENTATIVE		



## **CERTIFICATE OF LIABILITY INSURANCE**

SIERR-8 OP ID: AU

DATE (MM/DD/YYYY) 08/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

CE	ertificate holder in lieu of such endorse	ement(s)	925-866-7050	CONTACT		is secured about not com	
Lice	Financial & Ins. Solutions nse #0381524 . Box 5076		925-866-8275	PHONE FAX (A/C, No, Ext): (A/C, No):			
	Ramon, CA 94583-1328 ard Bilotti			ADDRESS:	NGIIDED(S) AEEOE	RDING COVERAGE	NAIG#
XIUII	aru bilotu			INSURER A : New Y			NAIC#
INSU				INSURER B:			
	Services, Inc. PO Box 1987			INSURER C:			
	Diamond Springs, CA 95619			INSURER D:			
				INSURER E :			
				INSURER F:			
CO	/ERAGES CERT	IFICATE	NUMBER:			REVISION NUMBER:	······································
EX EX	IIS IS TO CERTIFY THAT THE POLICIES ( DICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PE ICLUSIONS AND CONDITIONS OF SUCH P	QUIREME ERTAIN, OLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRAC ED BY THE POLIC BEEN REDUCED B	CT OR OTHER ! IES DESCRIBE! Y PAID CLAIMS	DOCUMENT WITH RESPECT TO A	TO WHICH THIS
NSR LTR	TYPE OF INSURANCE II	NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY					EACH OCCURRENCE \$	
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$	
						PERSONAL & ADV INJURY \$	
						GENERAL AGGREGATE \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$	
	POLICY PRO- JECT LOC				1	\$ COMBINED SINGLE LIMIT	
					ĺ	(Ea accident) \$	
	ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person) \$	
	AUTOS AUTOS NON-OWNED					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
	HIRED AUTOS AUTOS					(Per accident) \$	
	UMBRELLA LIAB OCCUR						
	EXCESS LIAB OCCUR CLAIMS-MADE					EACH OCCURRENCE \$	
ŀ	DED RETENTION \$					AGGREGATE \$	
	WORKERS COMPENSATION				-	X WCSTATU- OTH- TORY LIMITS ER	
A	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE    // N		WC201200000783	01/01/12	01/01/13	E.L. EACH ACCIDENT \$	1,000,000
	OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000
de: E	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE Board of Supervisors meeting sched	S (Attach /	ACORD 101, Additional Remarks S 08/14/12.	Schedule, if more space	is required)		
CEF	TIFICATE HOLDER		THAT IS	CANCELLATIO	N		
	Amador County Office of Risk Mgmt 810 Court St		AMACOUN	THE EXPIRATI	ON DATE TH	DESCRIBED POLICIES BE CANG EREOF, NOTICE WILL BE CY PROVISIONS.	CELLED BEFORE DELIVERED IN
	Jackson, CA 95842			AUTHORIZED REPRE	SENTATIVE DUHC		

POLICY NUMBER: 201204899NPO

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s)

#### SCHEDULE

# Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- **B.** In connection with your premises owned by or rented to you.



П

#### GENERAL SERVICES ADMINISTRATION

# DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

# EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.

2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health Date of Request: 02/04/2013

Contact Name: Angie Grau Phone: 223-6346

Estimated Total Cost: \$ 125,000.00 Proposed Vendor: Sierra Child & Family Services

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements. Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor. Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.  $\underline{X}$  Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply. Expert or specialized professional services Legal printing ☐ Legal services ☐ Emergency ☐ Existing public contract ☐ Insurance ☐ Existing contract ☐ Other, define below **INSTRUCTIONS** 1. Please check all applicable categories (a. through i.) below and provide additional information where indicated. П a. The requested product is an integral repair part or accessory compatible with existing equipment.

b. The requested product has unique design/performance specifications or quality requirements

that are not available in comparable products.

		C.	The requested product is standardized in accordance with Section <b>3.08.260</b> and the use of another brand/model would require considerable time and funding to evaluate and change.
		d.	The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
		е.	The requested product is used or demonstration equipment available at a lower-than-new cost.
		f.	Repair/Maintenance service is available only from manufacturer or designated service representative.
		g.	Upgrade to or enhancement of existing software is available only from manufacturer.
		h.	Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
	$\boxtimes$	i.	Other factors (provide detailed explanation in #2 below).
	<b>2.</b> above.	Pro Atta	vide a detailed explanation and pertinent documentation for each category checked in item 1 ch additional sheets if necessary:
	childre Board Service Service ages o	n pla of S es"a es, S f 6 a	ctor provides professional services for children of Amador County and we currently have aced in this residential care facility. This contractor has a current agreement signed by the supervisor for professional services. We are required to provide "Specialty Mental Health as defined in California Code of Regulations, Title 9, Rehabilitative and Developmental ection 1810.247. This contractor provides level 12 group homes for children between the and 14. They provide intensive, specialized 24-hour care to children who are experiencing and emotional problems.
	Service	es ind	<u>slude:</u>
	•	Indi Clin Indi Nor Psy Disc	vidual treatment planning vidual treatment planning vidual treatment planning vidual treatment planning vidual social work, positive behavioral intervention vidual, group, family and reunification counseling 1-Public school placement when part of the Individual Education Plan chiatric evaluation and medication management charge planning including transition to their family home or foster family placement and ption.
	3. Wa	s an es, p	evaluation of other equipment, products, or services performed?    Yes   No lease provide all supporting documentation.
	mal	king	we the name of each individual who was involved in the evaluation, if conducted, and in the recommendation to procure this product or service. Attach additional information, if any I Conflict of Interest is known.
1/03	SEE	Nu	MBER 2 ABOVE. THESE SERVICES ARE UNIQUE DUE TO LIMITED
1/2/12	AVAII	NB	MBER 2 ABOVE. THISE SERVICES ARE UNIQUE DUE TO LIMITED ILITY IN PROVIDING MENTAL HEALTH SERVICES TO CHILDERN BETWEEN 3 OF G 314.
V.	THE	AGE	3 OF G 7 14.

#### CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL:

Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL:

Procurement Officer / Date

# AGENDA TRANSMITTAL FORM

	AGLNDA	<u>TANISINI</u>	TIAL FORM	Regular Agenda
To: <u>Board o</u>	<u>of Supervisors</u>	20		Consent Agenda Blue Slip
Date: February 12,	2013	// <sub>/</sub> //	isc	Closed Session
From: James Foley,	Director			Meeting Date Requested:
	artment Head - please type)	Ph	one Ext. <u>625</u>	<u> -03/12/13                                 </u>
Department Head		11.10		
Agenda Title				
Requ	est to hire for 2 positions in Soc	ial Services		
Summary: (Provide det Request to fill 2 posi	ailed summary of the purpose of this tions:	item; attach addition	al page if necessary)	
Eligibility Worker I Employment and Tr	aining Worker I			
These are Merit Syst	ems positions and must be hire	d through the Me	rit Systems process.	
Recommendation/Requ	Jested Action:			
Authorize the reques	sted action			
Fiscal Impacts (attach I	oudget transfer form if appropriate)		Staffing Impacts None	
Positions are budge	ted			
Is a 4/5ths vote require	d? Yes ⊠ No □		Contract Attached:	Yes No N/A 🛛
Committee Review?		N/A 🗍	Resolution Attached:	Yes No N/A X
Name Administrativ	re Committee 3/4/13		Ordinance Attached Comments:	Yes ☐ No N/A 🔀
Committee Recommen	dation:		Confinents.	
Request Reviewed by:				
Chairman	1	Counsel		
Auditor 2 9		GSA Dire	ector	
CAO D		Risk Maı	nagement <i>MM</i>	
Distribution Instructions	s: (Inter-Departmental Only, the reque	esting Department is	responsible for distribution	outside County Departments)
	TF to Chris @ Social Services, H			
Meeting Date	F	OR CLERK US	EONLY	Item# — /
	uary 26, 2013		9 a.m.	<u> </u>
Board Action: Appr	oved Yes <u>No</u> Unar	imaya Vatar Yas		
Ayes:	Resolution	imous Vote: Yes Ordinance		Other:
Noes	Resolution	Ordinance		
Absent:	Comments:			
Distributed on	A new ATF is required from		is is a true and correct copy nador County Board of Supe	of action(s) taken and entered into the official ervisors.
6	Department	ATTECT		
Completed by	For meeting	ATTEST: Clerk o	r Deputy Board Clerk	
	of		NO 100	

Save

# 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:

February 12, 2013

RE:

Request 2 items be placed on Administrative Committee Agenda for

March 4, 2013

Request to hire for the following 2 positions in Social Services:

1) One FTE Eligibility Worker I

2) One FTE Employment and Training Worker I

cc: Chuck Iley, CAO

Diane Blanc, HR Director

Attachment

# **Eligibility Worker and Welfare to Work hires**

**No General Funds** are involved for either position, none now, none in the future

#### **Eligibility Worker**

- The elimination of the Healthy Families program, and the transition to Medi-Cal, has already begun to impact the Eligibility workload
- Changes in Health Care will continue to increase the workload on the Eligibility Workers
- There will be additional funds coming to pay for the increased hiring mandated by the healthcare changes
- Efficiency will be mandated (caseload responsiveness and "time to answer" on phone calls will be monitored by the state
- Financial analysis (mock claim) has shown that hiring an Eligibility Worker will be reimbursed at 120% which will allow us to keep more money in the Realignment Trust
- The funding is currently in the budget to hire for this position immediately and actually achieve a net cost savings

#### **Employment and Training Worker**

- This position in the Welfare to Work department is necessary due to the passage of SB1041 which modified the rules for unemployment benefits. More focus is now on getting welfare recipients back to work (See ACLs 12-53, 12-53E, 13-01, 12-72, 12-67, 12-69 with 3 more letters coming RE: implementation of SB1041)
- If we do not spend this focused funding it will not only move the money to other counties, thereby cheating Amador residents of this critical service, but it will also

lower the total allocation to other counties

- The average caseload of an ETW in other counties is 55-85, in Amador is currently 254
- Financial analysis (mock claim) has shown that hiring an Employment and Training Worker (ETW) will be reimbursed at 120% which will allow us to keep more money in the Realignment Trust
- The funding is currently in the budget to hire for this position immediately and actually achieve a net cost savings



# AGENDA TRANSMITTAL FORM

To; Bo		IDA IRANSI	MITTAL FURN		Regular Agenda  Consent Agenda
Date: Februar	ard of Supervisors	n	isc.		Blue Slip Closed Session
From: Jon Hop	okins, GSA Director (Department Head - please type)  lead Signature	F	Phone Ext. 759		Meeting Date Requested: 02/26/2013
Agenda Title:	ispense with the formal bio procedures	for the purchase of (1)	used vehicle from Jeff Holman A	Nuto Center.	
	de detailed summary of the purpose o				
This vehicle is fo	or the D.A., the funds have been	approved through	our 2012-2013 budget pi	ocess.	
Agent to issue a Journey AWD.	on: Due to the unique nature of P.O. in the amount of \$19,498.3	used vehicles, dispo	ense with the formal bid ito Center, Martell, CA for	procedures a the purchase	nd authorize the Purchasing e of one used 2010 Dodge
See above	Requested Action:				
Fiscal Impacts (att	tach budget transfer form if appropria	te)	Staffing Impacts N/A		
Is a 4/5ths vote re-	Yes 🗵 No 🛭	N/A 🛛	Contract Attached: Resolution Attached: Ordinance Attached	Yes Yes Yes	No⊠ N/A ☐ No⊠ N/A ☐ No⊠ N/A ☐
Name	mendation:		Comments:		
Request Reviewe	d by:				
Chairman		Counse	el		
Auditor		GSA D	irector HOP		
CAO		Risk M	anagement MNT		
	tions: (Inter-Departmental Only, the r s, Audit Joe Lowe, Risk(	equesting Department	is responsible for distribution	outside County	Departments)
Meeting Date		FOR CLERK US	SE ONLY	16 41	
	bruary 26, 2013	Time	9 a.m.	Item#	<i>78</i>
Board Action: A Ayes: Noes Absent:		Inanimous Vote: Yes_ Ordinan Ordinan	се	Other:	
Pistributed on	A new ATF is required from		this is a true and correct copy mador County Board of Supe		ken and entered into the official
Completed by	Department For meeting of	ATTEST:	or Deputy Board Clerk		

Save ....