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PURPOSE

The County of Amador is committed to centralized control over the expenditures of County funds for supplies, materials, equipment and contractual services. Achieving this goal, requires the cooperation of many individuals, the department requiring the commodity, the individual preparing the purchase requisition form, the individual authorizing the expenditure, the people that make the purchase, and the individual that pays for the commodity. The following are the goals of the Purchasing Department:

- provide the using department exactly what it needs
- provide this in a timely manner
- provide the best price without affecting quality

SCOPE

This policy is applicable to all employees, without exception.

POLICY

The stator purchasing requirements for Amador County have been established by ordinance in the Amador County Municipal Code by the Board of Supervisors, and by the State of California through the State Government Code. The Purchasing Department is physically located at 12200 Airport Road, Jackson, CA 95642-9527.

To minimize the County’s liability exposure, GSA staff and/or private pickup and delivery services are used to make all purchases on behalf of the County. This includes purchases from membership and discount outlets.

RESPONSIBILITY FOR ADMINISTERING

The Amador County Board of Supervisors, 500 Argonaut Lane, Jackson, CA 95642, has the ultimate authority and responsibility for this department. The Board, by appointment, authorizes the Purchasing Agent to perform all those functions described by both state and local law to purchase and/or sell all goods and services for the County. The Director of the General Services Administration is the Purchasing Agent for Amador County. Any questions regarding purchasing and/or selling should be directed to the Amador County General Services Administration, Purchasing Division Office.

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PURCHASING DOLLAR LIMITS

Listed below are the dollar limitations for each category. These are used to determine the need to use the informal or formal bid process to obtain competitive prices.

	Requisition Dollar Amount	Category & Price Requirements
Vehicles, furniture, etc.	Under \$4,500.00	Must obtain three (3) informal competitive prices.
	Over \$4,500.00	Must advertise for formal bids.
Construction/Structures, repairs, remodeling, etc.	Under \$6,500.00	Must obtain three (3) prices.
	Over \$6,500.00	Must advertise for formal bids.
Construction/bridges, roads, etc.	Under \$10,000.00	Must obtain three (3) prices.
	Over \$10,000.00	Must advertise for formal bids.

INFORMAL BIDS

As a general rule, most items valued at less than \$4,500.00 require an informal bid. Informal bids require the Purchasing Division to obtain three (3) price quotes. Two (2) methods are used to secure these quotes, quotation forms are sent via U.S. Mail to prospective vendors, or quotes are requested via telephone.

FORMAL BIDS

As a general rule, most items valued at \$4,500.00 or greater are required to be advertised in an adjudicated County newspaper of general circulation and authorized for legal publications.

All formal bids shall be compiled and solicited by the Purchasing Office.

REQUEST FOR PROPOSALS

As a general rule, a Request for Proposal is required when the item or service being requested exceeds \$4,500 in value.

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All Request for Proposals shall be compiled by the Purchasing Office and shall be based on information provided by the requesting department.

EXCEPTIONS RELATED TO AGREEMENTS/CONTRACTS

1. Competitive bids or Requests for Proposals (RFP's) or qualifications (RFQ's) should be secured for all agreements/contracts except those types which are exempt as described herein.

2. The competitive bids or proposals may be waived in any of the following cases:
 - A. In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare or safety, or for the protection of County property.
 - B. When the agreement/contract is with a state, federal or local government entity.
 - C. When the Purchasing Agent presents findings to the Board of Supervisors and requests an exemption when the Purchasing Agent is able to illustrate that the cost of preparing and administering a competitive bidding process in a particular case is warranted. In making this determination, County staff time, as well as other costs, need to be considered. This exemption requires Board approval.
 - D. When an agreement/contract provides only for payment of per diem and travel expenses and there is no payment for services rendered.
 - E. When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
 - F. When the Board of Supervisors determines that there is but a single source from which the goods or services may be acquired.
 - G. When in unusual or extraordinary circumstances, the Board of Supervisors determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

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SOLE SOURCE JUSTIFICATION

Both State Code and County Code require the Purchasing Agent to utilize competitive procurement practices unless only one source exists or is known. To justify a non-competitive purchase, the material or services required must be available from only one source. Brand names or personal preference are not justification for sole source. Examples of authorized sole source justifications are:

- Requirements which must interface with existing equipment.
- Requirements which are obtainable from only one manufacturer.
- Requirements which could normally be obtained from several sources, but because of an emergency situation, must be obtained from a specified vendor.

When specifying a brand name as a requirement, the requisitioner must state in the justification why an “or equal” item will not meet the requirements. All sole source requirements must contain full justification signed by the Department Head.

CONFIRMING ORDERS

The purchase order may be used for purchases of fixed assets, supplies, and services where the conditions are very simple in nature and delivery can be clearly recognized and defined for purposes of knowing when completion has occurred, and/or payment is to be made (*i.e.*, photocopy equipment, maintenance, linen service, plumbing repairs).

Normally, only the Purchasing Agent is authorized to commit County funds. Purchases of material, supplies, and services by anyone else are authorized only to meet bonafide emergencies, and should be authorized by the Department Head or designated personnel. When an emergency requirement arises, one of the following methods should be utilized:

- Petty Cash Fund: Intended to meet small-dollar requirements for immediate, non-recurring purchases.
- Approval: The Purchasing Agent can approve an emergency purchase in advance by telephone. The primary reason for obtaining Purchasing’s approval is to ensure that the purchase is made from a competitive source, if possible. When this method is utilized, a note on the confirming requisition citing the date of the telephone call to the person approving purchase is adequate justification. If the purchasing agent is not immediately

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available, the requesting department may proceed with the emergency purchase, however, the requesting department must subsequently obtain either approval of the purchasing agent or the Board of Supervisors.

- Emergency Purchase: Emergency purchases are authorized to meet bonafide emergency situations. If advance approval of the Purchasing Agent is not deemed feasible, the requisition for a “confirming” purchase order must contain a full justification of the emergency purchase, approved by the Department head or his/her Deputy. Lack of planning on the part of the requisitioner does not constitute an emergency on the part of Purchasing.

Requisitions for confirming orders which have not been approved in advance, or which do not contain justification for the emergency purchase action, will be returned. Unauthorized commitments of County funds may require return of the material to the vendor or payment to the vendor by the person placing the order.

ENCUMBERING FUNDS

When a purchase order is issued, the information is sent electronically to the Auditor’s accounting system to commit (encumber) those funds from the budget specified for that purchase. The auditor’s accounting system also determines whether or not there are sufficient funds for that purchase order. It is the responsibility of the requesting department to ensure that there are sufficient funds available prior to submitting the purchase requisition.

All purchase orders six (6) months or older will be automatically canceled and will not be acceptable for use in paying for that transaction. GSA establishes the end of year cut-off 15 business days prior to the end of each fiscal year June 30.

End of Fiscal Year Carry-over of Funds: Purchase orders are not meant to be used as a means to carry over unused funds from one fiscal year to another. These type of requests must be handled through the budget process and require approval of the Board of Supervisors.

EXEMPTIONS

Some items and/or services are considered a sole source and do not require a purchase order. The following commodities and services are exempt and do not require purchase orders:

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- Background checks on prospective employees.
- Blood alcohol analysis.
- Blood draws.
- Books, publications, subscriptions, software upgrades, and videos.
- Credit checks.
- Commodities or services between Amador County departments.
- Department of Justice finger printing.
- Emergency fuel reimbursement for Social Services clients.
- Election supplies, printing, and services.
- Finger print services.
- Freight costs (U.P.S., truck, air, etc.)
- Lab tests and analysis.
- Legal advertising.
- Membership dues.
- Permit fees.
- Petty cash reimbursements less than \$25.00 per expenditure or receipt.
- Postage.
- Process serving.
- Professional Services, if there is a current agreement or contract signed by the Board of Supervisors.
- Registration fees.
- Taxes.
- Transcripts of court proceedings.
- Travel allowance.
- Utilities (PG&E, water, sewer, telephones, and garbage service).
- Witness fees.

BLANKET PURCHASE ORDERS

Blanket purchase orders may be issued when it is known that a certain commodity and/or service is of an ongoing nature and it has been determined that the vendor meets all the criteria set forth in this policy. Blanket purchase orders must be made out to a particular vendor and must show an estimated dollar amount expected to be spent during the term of the purchase order (six (6) months or less).

Various Vendors: Blanket purchase orders may not be made out to various vendors.

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CONTRACTS/AGREEMENTS

In general, any expenditure of County funds requires a purchase order, a contract or an agreement unless it is specifically exempted below or on page 11 of this policy. Procuring services or making purchases on behalf of the County of Amador without the proper authority may result in the individual being held personally responsible for any obligation or liability created by their action.

A “**County Contract**” is an agreement through which the County, a County Department, or a County officer/employee (a) agrees to expend or receive County funds or to establish or eliminate a County obligation, (b) in exchange for something of value, (c) which agreement is enforceable by a court.

An **Agreement** which is not a contract is an agreement which does not involve the County’s and a non-County party’s commitments to exchange things of value. Examples of non-contractual agreements are agreements involving social obligations, County communications to a non-County part of the County’s mere intention to do something not requiring the non-County to gear up to respond to the County’s stated intention, and the County’s communication to a non-County part of a statement of County policy.

DRAFTING AN AGREEMENT/CONTRACT

All contracts shall be prepared and guided by the following criteria and contain the following as standard language:

All “Agreements” shall be referred to County Counsel for review and determination as to whether it is a contract or an “Agreement.”

1. A clear and accurate identification of the parties.
2. A statement of the intent of the parties in entering into this agreement/contract.
3. A clear and complete statement of the work, service or product to be performed, rendered or provided.
4. Amount to be paid. The agreement/contract must clearly express the maximum amount and basis upon which payment is to be made (e.g., fixed amount agreement/contract regardless of time spent, billing based upon time spent at a specified rate plus actual expenses, etc.).

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5. The time for performance and completion of the agreement/contract.
6. Non-retroactive. It is mutually acknowledged that payment under this contract is accepted, approved, and fully executed by the Board of Supervisors.
7. Nature of Relationship of Parties; Indemnity. It is mutually acknowledged and understood that in the performance of duties under this contract, contractor is acting as an independent contractor, and not as an agent, employee, or partner of the County of Amador. Contractor agrees to indemnify and hold harmless the County and their respective officers and employees from and against any cost, liability, or expense arising out of contractor's performance of this contract.
8. Insurance. (Refer to County Policy No. 4-400 "Insurance Requirements for Contracts and Agreements" for guidance. Because not all the contracts are the same, contact the Risk Manager for the appropriate insurance language to be used in each contract.)
9. Term of Contract: This contract shall become effective when executed by all parties, and shall continue until _____, 20____, subject to earlier termination by any party giving not less than ten (10) days' written notice of termination to the other parties.
10. Only Board May Amend. With respect to the County, only the Board of Supervisors, and not any individual County officer or official, may amend this contract.
11. Non discrimination. Contractor agrees hereby to provide services without discrimination based on race, creed, color, ethnic, or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.
12. Compensation (Typical Methods)
 - A. A lump sum or fixed price for the total project.
 - B. Hourly rate, plus cost reimbursement, with a ceiling on the total project or agreement/contract amount. The contractor agrees to charge only for hours utilized at an agreed rate of compensation and reimbursement or costs.

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- C. Daily compensation, plus cost reimbursement, to work “when requested” during the term of the agreement/contract for daily rate plus cost reimbursement, with a ceiling on the total cost. This type of agreement/contract should be avoided if a given result can be contracted for.
- D. Net rate agreements/contracts where compensation is based on an agreed rate per unit of service rendered.
- E. Progress Payments

If it is essential that progress payments be made, they shall be made not more frequently than monthly in arrears or at clearly identifiable stages of progress, based on written progress reports submitted with the contractor’s invoices on a format required by the County.

GENERAL RULES ASSOCIATED WITH AGREEMENTS/CONTRACTS

1. Submission of Agreement/Contract

Whenever an agreement/contract is required, approval shall be obtained prior to commencement of services or the purchase of any item. The submission of an agreement/contract for approval after the date performance has begun or after the date the service has been completed is prohibited. Contracts must be signed by both parties prior to delivery of goods or services.

2. Special Procedures for Federal Grants

For any grant or contract involving Federal funds, Amador County shall review the Federal Excluded Parties List System (EPLS) to ensure compliance with the Federal procurement program policies and requirements prior to entering into any agreement or contract, or purchasing equipment utilizing Federal grant funding. Prior to authorizing a requisition for equipment purchases utilizing Federal grant funds, the Federal debarment listing must be reviewed to ensure vendor(s) are not listed. The debarment listing is available online at <http://www.epls.gov/epls/search.do> Documentation of search must be maintained to ensure the intended vendor is not listed and for verification.

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3. County Compliance with Federal and State Requirements for Grant Projects

For any agreement or contract involving Federal funds or grants or any project subject to Federal law, the County of Amador shall, as applicable:

- > Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5C.F.R. 900, Subpart F).
- > Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328).
- > Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.
- > Refrain from using grant funds to promote or deter Union/labor organizing activities.
- > Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the

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Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- > Comply or demonstrate prior compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- > Comply with environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of

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wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.) ; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93 523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102 (a) 9P.L. 93-234).

- > Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- > Comply with the Lead Based Paint and Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- > Comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- > Ensure that any facilities under its ownership, lease or supervision that are utilized in the accomplishment of any Federal grant project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and notify the Federal grantor agency of the receipt of any communication from the Director of the

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EPA Office of Federal Activities indicating that a facility to be used in such project is under consideration for listing by the EPA.

- > Ensure that the project is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.
- > Comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).
- > Comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- > Comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- > Comply with the Federal Drug-Free Workplace Act of 1988, (41 U.S.C. §701) Title 28 Code of Federal Regulations (CFR) part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357.
- > Comply with Title 28 C.F.R. Volume 67, Number 228, regarding Suspension and Debarment, and submit a Certification Regarding Debarment as required by Executive Order 12549 and any amendment thereto.

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- > Comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§ et seq.).

MULTIPLE YEAR AGREEMENTS/CONTRACTS

Agreements/contracts for services should normally not exceed the fiscal year unless appropriate money has been encumbered. Multiple year agreements/contracts must include provisions for early termination and must be contingent on available funding. Unless exempted, as provided for above, no agreement/contract for services shall extend, either by original agreement/contract or by renewals or amendments, for more than a total period of thirty-six (36) months unless competitive bids have been sought or a Request for Proposal (RFP) has been processed.

COMMENCEMENT DATE OF SERVICES

No agreement/contract shall be commenced prior to approval by the Board of Supervisors. No agreement/contract may be back-dated prior to Board approval. Contractors and vendors shall be advised by the responsible Department Head that performance under the agreement/contract may not commence prior to such approval. No payment shall be made prior to this approval. The County is not responsible for any obligations associated with an agreement/contract that has not been formally approved by the board of Supervisors. Procuring agreement/contracts on behalf of the County of Amador without proper authority may result in the individual being held personally responsible for any obligation or liability created by their action.

CHECKLIST FOR APPROVAL OF AGREEMENTS OR CONTRACTS

Copies: A minimum of 3 agreements/contracts with original signatures affixed **prior** to routing to Board. (Exception: Federal or State contracts most likely will not have signatures prior to being routed to the Board).

NOTE: If the contractor sends only one signed copy of the agreement/contract to the department, make two additional copies before routing to the Board. The

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Chairman will sign all three copies; the Board will retain the original document and return the copies to the department for routing.

Federal

Tax ID: This is required to be affixed on **ALL** contracts, with the exception of those with the State or Federal contracts.

CLAIMS FOR PAYMENT

In order to process your claims efficiently and expediently it is necessary to follow procedures listed below:

1. All claims must be sent to the Auditor's Office.

RESPONSIBLE DEPARTMENTS/AGENCIES

GENERAL SERVICES ADMINISTRATION – Purchasing Division
 ADMINISTRATIVE AGENCY – Risk Management
 AUDITOR-CONTROLLER

REFERENCES

BOS Policy Resolution No. 02-370
 BOS Ordinance No. 1440
 Supersedes BOS Policy No. 5-100 dated August 13, 2002