

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 25, 2013

Budget Matters

From: Jon Hopkins, Director

(Department Head - please type)

Phone Ext. X759

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:

02/12/13

Department Head Signature _____

Agenda Title: Budget Increase for Support Services to purchase Dell Server

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

This expense was planned in the FY 2013-2014 budget but the IT Department moved up the schedule for migrating to the Windows domain network to this year. The budget increase is for the purchase of a Dell Power Edge R720 required for the GSA Facility which supports GSA, the Ag. Dept., UCCE and RCD. To be paid out of the carry forward balance from FY 2011-2012

Recommendation/Requested Action:

Approve budget increase.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

Yes _____

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: Attached information includes Budget

increase request, memo from Jeff White and ancillary info

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GS

Auditor EDL

GSA Director Hop

CAO JB

Risk Management JTC

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins; Auditor-Joe Lowe ; IT Dept.

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

1A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk



MEMORANDUM

TO: Jon Hopkins, GSA Director
From: Jeff White, IT Director
Date: January 15, 2013
RE: Purchase Memo

This memo is to provide justification to support the following purchase requests:

- 1) **Sungard Public Sector eFinancePLUS upgrade** is for the upgrade of the County existing financial application (eFinancePLUS) to the latest version offered by Sungard. This product and/or the upgrade is not available by other suppliers, it is a proprietary financial management system that the County selected in a competitive bid process several years ago. eFinancePLUS is renewed annually by the County Auditor's office and funded by the County Auditor's office. It is currently paid current through November 2013.
- 2) **Sungard Personnel Budgeting (GFPPBS) and Salary Projections (GFPSAL)** are two add-on modules to the eFinancePLUS financial management system. Both of these modules are only available from Sungard and are proprietary modules of the eFinancePLUS system.
- 3) **Dell server and Windows Std 2012 license (eFinancePLUS)** are necessary to replace the current server that hosts the eFinancePLUS financial management system. The current server warranty and maintenance expires in 2013. Due to the critical nature of the County's financial management system a replacement server needs to be purchased and installed before the current servers warranty expires. This purchase is necessary even if the County does not upgrade the current eFinancePLUS system. Dell is the selected vendor based on:
 - a. The County has an existing Dell premier account for purchases with premier pricing,
 - b. County IT staff receives the most direct and efficient support services,
 - c. returns and exchanges are quick and efficient,
 - d. inventory management in the County's premier Dell account is more simplistic and efficient,
 - e. procurement process is quick and efficient relative to third party purchases, and pre and post purchase services are readily available,
 - f. Dell support is more readily able to assist with complicated component upgrades years after the initial purchase,
 - g. County IT staff is versed with the Dell online support tools and support channels necessary for the ongoing maintenance and support of these systems, including the use of specific diagnostic programs used specifically for the Dell product line.
- 4) **SQL Server Std 2012 (SQL license for a total of 6 processor cores)** is the required database license to support the eFinancePLUS system on the new server. This SQL license installs on the replacement server and is necessary even if the County does not upgrade the current eFinancePLUS system.
- 5) **Dell server (GSA domain controller and file server)** is necessary to replace the current file server at the GSA location and is necessary before the site can be migrated to the Windows domain network along with the rest of the County locations.

Dell purchases from sources other than the Amador County premier Dell account have proven to be problematic and time consuming for any post purchase support and services. Low staffing levels and high workloads require the most cost effective and efficient procurement channels. Procurement of Dell hardware through the County's Dell Premier account has proven to be the preferred channel.

Please let me know if you have further questions.
e-mail to: Jon Hopkins

GSA Domain Controller
and file Server

GSA Account per Church

DELL**QUOTATION**

QUOTE #: 642021376

Customer #: 1253699

Contract #: WN99ABZ

Customer Agreement #: WSCA- B27160

Quote Date: 1/10/13

Date: 1/10/13 1:08:41 PM

Customer Name: AMADOR COUNTY

TOTAL QUOTE AMOUNT:	\$9,400.16	<i>Price only good through the end of January</i>	
Product Subtotal:	\$8,851.85		
Tax:	\$548.31		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$8,851.85	GROUP TOTAL: \$8,851.85
Base Unit:	PowerEdge R720 (225-2133)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)		
Service:	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (934-3744)		
Service:	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (988-9281)		
Service:	Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)		
Service:	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (934-3754)		
Installation:	On-Site Installation Declined (900-9997)		
Support:	Proactive Maintenance Service, PE, 1 Event per yr, 1yr (988-7407)		
	PowerEdge R720 Shipping (331-4437)		
	Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)		
	iDRAC7 Enterprise (421-5339)		
	Intel Ethernet I350 QP 1Gb Network Daughter Card (430-4447)		
	2.5" Chassis with up to 16 Hard Drives (317-8474)		
	Bezel (318-1375)		
	Performance BIOS Setting (330-3492)		
	RAID 5 for H710P/H710/H310 (3-16 HDDs) (331-4382)		
	PERC H710P Integrated RAID Controller, 1GB NV Cache (342-3531)		
	Intel Xeon E5-2637 3.00GHz, 5M Cache, 6.4GT/s QPI, No Turbo, 2C, 80W, Max Mem 1600MHz (317-8453)		
	Heat Sink for PowerEdge R720 and R720xd (331-4508)		
	Intel Xeon E5-2637 3.00GHz, 5M Cache, 6.4GT/s QPI, No Turbo, 2C, 80W (317-8457)		
	DIMM Blanks for Systems with 2 Processors (317-8688)		
	Heat Sink for PowerEdge R720 and R720xd (331-4508)		
	Module, Dual In-Line Memory Module, 8GB, 2R, 1X8G, Registered Dimm, Low Voltage (319-1811)		
	Module, Dual In-Line Memory Module, 8GB, 2R, 1X8G, Registered Dimm, Low Voltage (319-1811)		
	Module, Dual In-Line Memory Module, 8GB, 2R, 1X8G, Registered Dimm, Low Voltage (319-1811)		
	Module, Dual In-Line Memory Module, 8GB, 2R, 1X8G, Registered Dimm, Low Voltage (319-1811)		

	Module,Dual In-Line Memory Module,8GB,2R,1X8G,Registered Dimm,Low Voltage (319-1811)
	Module,Dual In-Line Memory Module,8GB,2R,1X8G,Registered Dimm,Low Voltage (319-1811)
	1600 MHz RDIMMS (331-4424)
	Performance Optimized (331-4428)
	300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)
	300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)
	300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)
	300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)
	300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)
	300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2240)
	No System Documentation, No OpenManage DVD Kit (310-5171)
	DVD+/-RW, SATA, INTERNAL (313-9090)
	ReadyRails Sliding Rails With Cable Management Arm (331-4433)
	Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)
	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
	No Operating System (420-6320)
	No Media Required (421-5736)

COMMENTS
PRICE GOOD TO 1/31/13

SALES REP:	Allie Rolison	PHONE:	8009813355
Email Address:	allie_rolison@dell.com	Phone Ext:	5139049

Please review this quote carefully. You may order online by signing into Premier at www.premier.dell.com. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

Dell recommends Windows.

View/Print Cart

 Print Page

AMADOR COUNTY

E-quote Number: 1009730523263

E-quote Name	GSA Domain controller	E-Quote Description	Chip needs to adjust the RAID config
Saved By:	Robert Taylor rhtaylor@co.amador.ca.us	Phone Number:	(209) 223-6951
Saved On:	Friday, January 04, 2013	Purchasing Agent:	Jeff White
Expires On:	Monday, February 18, 2013	Notes/Comments:	
Premier Page Name	AMADOR COUNTY	Additional Comments:	

Description

Dell PowerEdge R720 - New!

Date & Time: January 04, 2013 5:49 PM CST

SYSTEM COMPONENTS

Dell PowerEdge R720 - New!

PowerEdge R720

Qty	1
Unit Price	\$9,522.52

Catalog Number: 84 W1143

Module	Description	Show Details
PowerEdge R720	PowerEdge R720	
Hardware Support Services	5 Year ProSupport and NBD On-site Service	
Installation Services	No Installation	
Proactive Maintenance	Proactive Maintenance: 1 event per year, Remote Delivery, 1 Year	
Shipping	PowerEdge R720 Shipping	
PCIe Riser	Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot	
Embedded Systems Management	iDRAC7 Enterprise	
Select Network Adapter	Intel Ethernet I350 QP 1Gb Network Daughter Card	
Chassis Configuration	2.5" Chassis with up to 16 Hard Drives	
Bezel	Bezel	
Power Management BIOS Settings	Performance BIOS Setting	
RAID Configuration	RAID 5 for H710P/H710/H310 (3-16 HDDs)	
RAID Controller	PERC H710P Integrated RAID Controller, 1GB NV Cache	

Processor	Intel® Xeon® E5-2637 3.00GHz, 5M Cache, 6.4GT/s QPI, No Turbo, 2C, 80W, Max Mem 1600MHz
Additional Processor	Intel® Xeon® E5-2637 3.00GHz, 5M Cache, 6.4GT/s QPI, No Turbo, 2C, 80W
Memory Capacity	(6) 8GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
Memory DIMM Type and Speed	1600 MHz RDIMMS
Memory Configuration Type	Performance Optimized
Hard Drives	(6) 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive
System Documentation	No Systems Documentation, No OpenManage DVD Kit
Internal Optical Drive	DVD+/-RW, SATA, Internal
Rack Rails	ReadyRails™ Sliding Rails With Cable Management Arm
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord
Operating System	No Operating System
OS Media Kits	No Media Required

TOTAL: \$9,522.52

	Total Price
Sub-total	\$9,522.52
Shipping & Handling	\$0.00
Tax	--
Total Price¹	--

In the event that you are subject to a tax holiday, you will not be charged tax.

snCM56

AMADOR COUNTY
GENERAL SERVICES ADMINISTRATION
PURCHASE REQUISITION

DATE 01/16/13
 Budget/Line Item -
 FUND

The following supplies are required by GSA
 NAME OF DEPARTMENT ext #
 Vendor #:

PLEASE ORDER
 ALREADY ORDERED

PREFERRED OR SUGGESTED VENDOR Dell TELEPHONE
 ADDRESS

CITY STATE ZIP CODE

QUANTITY	GIVE FULL DESCRIPTION: SIZE, MATERIAL, COLOR, CATALOG NO, PACKAGING, ETC	ESTIMATED UNIT PRICE	PER	ESTIMATED TOTAL COST	QUOTE	QUOTE	QUOTE
1	Dell PowerEdge R720 As specified on Quote # 642021376	\$8,851.85		\$8,851.85			
1	Tax	\$548.31		\$548.31			
1	Shipping	\$0.00		\$0.00			
1	Total	\$9,400.16		\$9,400.16			

For Purchasing Department Use Only
 a b c
 VENDORS
 JAN 17 2013

I hereby certify, upon my own personal knowledge, that the articles or services requested hereon are necessary for use by the department, and that there are funds available to cover cost of same.

REQUESTED BY Lindsey Clark Ext 404 APPROVED BY [Signature]

NEEDS BUDGET TRANSFER

DATE: 1/18/2013

REQUESTED BY: Jon Hopkins, Director *JH*

DEPARTMENT: GSA Support Service

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
7820	56200	\$9,400.16					

REASON FOR THE REQUEST:

Unanticipated expense for the purchase of one Dell PowerEdge R720 required so that our facility can migrate to the Windows domain network. To be paid out of the carry forward balance from F/Y 2011-2012.

PLEASE NOTE:

- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES
BOARD OF SUPERVISORS APPROVAL
- TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Budget Matters

Date: February 4, 2013

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

02/12/13

From: Jon Hopkins, GSA Director
(Department Head - please type)

Phone Ext. x759

Department Head Signature _____

Agenda Title: Airport Budget Adjustment to Increase Fixed Assets, Equipment

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Increase the Fixed Assets, Equipment line item for the Airport to allow the purchase of a replacement computer. The Airport's computer failed on January 30, 2013. The I.T Department determined that the Mother Board has failed. This computer was shipped to the County in December of 2003. Because of the age of the computer the I.T. Department recommends replacement of this computer.

Recommendation/Requested Action:

Approval of Request for Budget Adjustment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

Increase Fixed Assets, Equipment

Is a 4/5ths vote required?

Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: Budget transfer attached

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GG

Auditor EDJ

GSA Director Hop

CAO _____

Risk Management DM

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins, Airport-Dave Sheppard, Auditor-Joe Lowe

FOR CLERK USE ONLY

Meeting Date February 12, 2013

Time 9 a.m.

Item # 1B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

DATE: February 4, 2013

REQUESTED BY: Jon Hopkins, GSA Director *Hop*

DEPARTMENT: Airport

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
7900	56200	650.00					
7900	51500		650.00				

REASON FOR THE REQUEST:

To replace computer that was nine years old. This computer discontinued to work on January 30, 2013.

The County I.T. department determines the cause was a failed mother board which is no longer available for replacement.

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
 - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
 - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
 - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: **Board of Supervisors**

Budget Matters

Date: January 24, 2013

From: Chuck Iley, County Administrative Officer
(Department Head - please type)

Phone Ext. x490

Department Head Signature

C Iley

Agenda Title:

Administrative Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

This consolidates funds that were budgeted for the Pentamation upgrade into the Auditor's budget from the Treasurer's budget to pay for the software and equipment costs associated with the upgrade. These costs were anticipated in the original budget, but funds need to be combined at this time in order to make the purchases.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name Administrative 2-4-13

Committee Recommendation:

Approve

Request Reviewed by:

Chairman _____

Counsel GE

Auditor _____

GSA Director Hop

CAO [Signature]

Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Auditor _____

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

1C

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by _____

Department _____

For meeting _____

ATTEST: _____

of _____

Clerk or Deputy Board Clerk

DATE: January 24, 2013

REQUESTED BY:

Chuck Iley, CAO

DEPARTMENT: Administrative Office

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
7899	56200 <i>59500</i>		4511.08				
1210	56200	<i>4511.08</i>	7800.00				
1200	56200	12311.08					

REASON FOR THE REQUEST:

The County is upgrading its financial/budget system, SunGard Pentamtion. The original estimate for the system upgrade was \$46,040: \$7,800 from Treasurer's Budget (BU1210) and \$38,240 from Auditor's Budget (BU1200). Based upon vendor price increases and the purchase of two budget models needed to improve the County budget planning, the system upgrade cost has increased from \$46,040 to \$50,551.08, a net increase of \$4,511.08. A budget transfer is needed from the General Fund Contingency (BU7899) to fund the increase. The transfer shall also consolidate all funds to the Auditor's budget (BU1200, line item

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
 - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
 - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
 - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
Feb. 12, 2013	

To: **Board of Supervisors**

Date: January 22, 2013

Resol.

From: Michael E. Ryan, Treasurer/Tax Collector
(Department Head - please type)

Phone Ext. X443

Department Head Signature *Michael E. Ryan*

Agenda Title: ANNUAL STATEMENT OF INVESTMENT POLICY

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The annual Amador County Statement of Investment Policy is submitted by the Treasurer/Tax Collector for consideration by the Board of Supervisors. The only material change to the Policy (as approved by the Board on January 10, 2012) is an increase in the maximum investment in LAIF from \$40 million to \$50 million.

Recommendation/Requested Action:
Adoption of the proposed Resolution approving the Statement of Investment Policy

Fiscal Impacts (attach budget transfer form if appropriate) None

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *GB*

Auditor *EGJ* GSA Director *HP*

CAO *CR* Risk Management *YR*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Certified copy to Treasurer/Tax Collector

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 3A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____ Completed by _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
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**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING STATEMENT)
OF INVESTMENT POLICY OF THE AMADOR)
COUNTY TREASURER-TAX COLLECTOR) RESOLUTION NO. 13-XXX

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Statement of Investment Policy of the Amador County Treasurer-Tax Collector, as set forth in the Attachment hereto.

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 12th 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

***STATEMENT
OF
INVESTMENT POLICY***



COUNTY OF AMADOR

**MICHAEL E. RYAN
TREASURER - TAX COLLECTOR**

January 22, 2013

AUTHORITY AND PURPOSE

The Treasurer of Amador County (hereinafter "Treasurer" or "County Treasurer") is responsible for investing the pooled surplus and idle funds in the County Treasury. Investments shall be made in accordance with the "Prudent Investor Standard", as set forth in Sections 27000.3 and 53600.3 of the Government Code of the State of California. This standard provides that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the County Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing (specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors), that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and the other depositors". This standard affords the County Treasurer a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under State of California Government Code Sections 53601 et seq. and 53635 et seq.

This Statement of Investment Policy is intended to provide written guidelines and criteria for the prudent investment of Amador County's surplus funds and idle cash, and to outline the policies for maximizing the efficiency of its cash management system.

SCOPE

This Statement of Investment Policy applies to Amador County's pooled investment fund, which encompasses all moneys under the direct control of the Treasurer. This Policy applies to the deposit, management, safekeeping, and investment of all such moneys, as well as all related activities.

PHILOSOPHY

The basic premise underlying Amador County's investment philosophy is, and will continue to be, to ensure that funds are safe and available when needed.

OBJECTIVES

The County's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the Treasurer to invest funds to the fullest extent possible. The primary objectives, in priority order, of the County Treasury's investment activities shall be:

I. LEGAL COMPLIANCE

All investing and investment decisions shall be made in full compliance with California Government Code Sections 53601 through 53692, as well as any forthcoming amendments or additions to the California Government Code relating to the investment of local agency surplus and idle funds. Additionally,

the Treasurer may provide further restrictions and guidelines for the investment of these funds through the Statement of Investment Policy. Each transaction, and the entire investment portfolio, shall comply with the California Government Code and the Investment Policy.

II. SAFETY AND PRESERVATION OF PRINCIPAL

The safety and preservation of principal are of primary importance. Each investment transaction shall seek to ensure that capital losses are avoided whenever possible, whether they are from securities default, fraud, or adverse market conditions. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk, as outlined below.

A. Credit Risk

Credit risk is the risk of loss due to the failure of the security issuer or backer.

Credit risk may be mitigated by:

- * Limiting investments to the safest types of securities;
- * Pre-qualifying and monitoring the financial institutions, broker/dealers, and advisors with which an entity will do business; and,
- * Diversifying the investment portfolio.

B. Interest Rate Risk

Interest rate (or market) risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- * Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and,
- * By investing funds primarily in shorter-term securities.

III. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated cash requirements. It shall be structured in a manner which will provide that securities mature at about the same time as cash is needed. Investment decisions will take into account the fact that the maintenance of liquidity, or the ability to readily convert a security to cash with little or no loss in value, is an important investment quality, especially when the need for unexpected funds arises. Since all possible cash demands cannot be anticipated, a sufficient portion of the portfolio shall consist of securities with active secondary or resale markets, and deposits in the Local Agency Investment Fund (LAIF) or California Asset Management Program (CAMP), which have immediate withdrawal provisions.

IV. YIELD

The investment portfolio shall be designed with the objective of earning a reasonable rate of return throughout budgetary and economic cycles, consistent with safe and prudent treasury management. As codified in Section 27000.5 of the Government Code, the yield, or return on the investment, is of the least importance when compared to the safety and liquidity objectives noted above.

INVESTMENT PARAMETERS

I. ELIGIBLE SECURITIES/AUTHORIZED INVESTMENTS

California Government Code Sections 53601 et seq. and 53635 et seq. define eligible securities for the investment of public funds by local agencies. These statutes not only limit the types of investments that may be utilized, but also place certain restrictions on the maturity, amount, and/or quality of permitted investments. The Treasurer must adhere to these Code Sections, but may choose to set guidelines that are more restrictive than those specified in the Codes.

The Amador County Treasurer may invest in the following securities, instruments and media, subject to the stated restrictions:

*U.S. TREASURY OBLIGATIONS: Treasury bills, notes, and bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maximum maturity shall be five years from the date of purchase.

*U.S. AGENCY OBLIGATIONS: Instruments of, or issued by, a federal agency or a U.S. Government-sponsored enterprise shall be limited to a maximum of 75% of the total portfolio, with a further maximum of 35% invested with any one issuer. (These maximums shall not include or apply to Agency Discount Notes having a remaining maturity of 1 year or less.) Maximum maturity shall be five years from the date of purchase.

*LOCAL AGENCY INVESTMENT FUND (LAIF): The Local Agency Investment Fund is an investment program for local government agencies administered by the California State Treasurer. The County may invest up to the maximum permitted by LAIF, which is currently \$50 million. There is no minimum or maximum investment period and the Treasury is able to convert its LAIF deposits to cash within 24 hours.

*CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): The California Asset Management Program is a Joint Powers Authority which was established to provide local California governments with investment management services. The Program consists of a

professionally managed money market portfolio, which offers daily liquidity and a competitive money market rate of return. Investments in CAMP shall be limited to a maximum of \$15 million.

*CALTRUST: The Investment Trust of California (CalTRUST) is a Joint Powers Authority formed by public agencies in California for the purposes of pooling and investing local public agency funds. A Board of Trustees, comprised of experienced investment officers and policy-makers of the public agency members, supervises and administers the investment program of the Trust. Investments in CalTRUST shall be limited to a maximum of \$5 million.

*CERTIFICATES OF DEPOSITS: Non-negotiable instruments evidencing a deposit for a fixed period and for a fixed rate of interest. Certificates of deposit, or time deposits, of up to current FDIC insurance levels, placed with commercial banks, savings banks, and savings and loan companies, are federally insured. Beyond that amount, CDs must be collateralized (as set forth in Item II. below) with the collateral held separately from the issuing institution. Issuing institutions must meet the qualification requirements set forth elsewhere herein. Such deposits shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% deposited in any one institution. Maximum maturity shall be three years from the date of investment.

*BANKERS ACCEPTANCES: Bills of exchange or time drafts drawn on and accepted by a commercial bank. Bankers Acceptances shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be 180 days from the date of purchase.

*COMMERCIAL PAPER: Short-term unsecured promissory notes issued by various entities in order to finance short-term credit needs. Issuers of commercial paper include industrial, financial, and insurance companies, utilities, bank holding companies, and governmental agencies. Eligible commercial paper must be of "prime" quality, having the highest ranking or the highest letter and numerical rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Eligible paper is further limited to issuing entities that are organized and operating in the United States as a general corporation, and having total assets in excess of \$500 million, and having an "AA" or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by a nationally recognized statistical-rating organization. Commercial paper shall be limited to 25% of the total portfolio, and may not represent more than 5% of the outstanding paper of any single issuer. Maximum maturity shall be 270 days from the date of purchase. Not more than 5% of the total portfolio may be invested in the outstanding paper of any single issuer.

*NEGOTIABLE CERTIFICATES OF DEPOSIT: Time deposit liabilities issued by a nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank, against funds deposited for a specified period of time and earning specified or variable rates of interest. NCDs are considered liquid, trading actively in the secondary market. NCDs shall be

limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be three years from the date of investment.

***MEDIUM TERM CORPORATE NOTES:** Unsecured corporate debt obligations issued by prominent industrial and financial corporations. Eligible corporate notes must be issued by corporations organized and operating within the United State or by depository institutions licensed by the United States or any state and operating within the United States. Eligible notes shall be rated "AA" or better by a nationally recognized rating service. Medium term corporate notes shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be 3 years from the date of purchase.

***REPURCHASE AGREEMENTS:** Consists of two simultaneous transactions. When an investor enters into a repurchase agreement with a bank/dealer, the investor agrees to exchange cash for temporary control or ownership of specified securities. The bank/dealer agrees to repurchase those securities on a future date at a specified price. A repurchase agreement is essentially a loan where securities are used as collateral. Restrictions on investments in repurchase agreements shall be as specified in the Government Code. Repurchase agreements shall be limited to a maximum of 20% of the total portfolio. Maximum maturity shall be 180 days from the date of purchase.

***MUTUAL FUNDS:** Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by Government Code Section 53600 et seq. and complying with Section 53630 are permitted investments. Section 53601(k) further defines requirements. A maximum of 10% of the total portfolio may be so invested.

***PASSBOOK SAVINGS ACCOUNTS/DEMAND DEPOSITS/CHECKING ACCOUNTS:** Used for daily banking activities. These accounts are either insured or secured by collateral.

***INELIGIBLE INVESTMENTS:** Securities and investment instruments or media not specifically described above are prohibited at this time. Additionally, the Treasurer shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips, nor shall the Treasurer invest any funds in any security that could result in zero interest accrual if held to maturity.

II. SAFEKEEPING AND COLLATERAL/DELIVERY VS. PAYMENT

Ownership of securities shall be protected through third party safekeeping. The Treasurer shall contract with a bank or banks, or other party, for the safekeeping of securities either owned by the County as part of its investment portfolio or held as collateral for Repurchase Agreements.

All securities purchased by the County shall be held by its Safekeeping Agent or Third Party Agent in accordance with Government Code Sections 53601 and 53635;

excepting, however, the collateral for Time Deposits in banks, savings banks, and savings and loans.

The collateral for Time Deposits in banks, savings banks, and savings and loans shall be held in a pooled collateral arrangement authorized by the State of California whereby any depository of the County must maintain U.S. Government or Agency Securities at 110%, or Mortgage Securities at 150%, of the par value of the County's invested funds.

With the exception of Time Deposits, security purchases shall be conducted on a delivery - vs - payment (DVP) basis. This procedure requires a simultaneous transaction for securities purchased where the County will forward funds, and the broker/dealer will deliver securities, to the Safekeeping Agent. After both the payment and the securities are received, the Safekeeping Agent forwards the securities to the County and the proceeds to the broker/dealer, thus ensuring a fulfilled trade agreement.

III. INTERNAL CONTROLS

The Treasurer's system of internal controls is designed with the intended purpose of preventing and minimizing loss of public funds due to error, fraud or any other means. The system of internal controls that has been established contains, but is not limited to, the following features:

1. Separation of transaction authority from accounting and record keeping.
2. Custodial (Third-party) safekeeping.
3. Clear delegation of authority.
4. Qualifications for securities brokers and dealers and for financial institutions.
5. Written confirmation from involved parties for investment transactions and wire transfers.
6. Legal compliance monitoring.

IV. QUALIFICATIONS OF BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

All securities transactions initiated on behalf of the County shall be executed through either: (1) government securities dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York; (2) financial institutions that directly issue their own securities and which have an investment grade rating from at least one national rating service; or, (3) broker/dealers and financial institutions approved by the County Treasurer based on the industry reputation, financial strength, and expertise of the company and the expertise of the individuals employed.

In order to be considered for approval by the County Treasurer, a broker/dealer or financial institution must meet the following minimum requirements:

- (a) the firm must be registered with the National Association of Securities Dealers (NASD) as a broker or broker/dealer;
- (b) the firm must be properly licensed/registered to deal with local agencies in California; and,
- (c) the firm must meet the minimum capital requirements of the Uniform Net Capital Rule set forth in 17 CFR s 240.15c3-1.

Depositories are to meet certain credit standards before being eligible for a certificate of deposit investment which is in excess of the federal insurance limit. Banks, savings banks and savings and loans must have a Gerry Findley, Inc. credit rating of A- or better, or a similar credit rating from a national rating service, to be eligible for such deposits.

No broker, brokerage, dealer, or securities firm will be utilized that has, within any consecutive 48- month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices.

Each qualified broker/dealer and financial institution will be sent a copy of this Policy for review.

V. COUNTY TREASURY OVERSIGHT COMMITTEE

A County Treasury Oversight Committee has been established in accordance with Section 27130 et seq. of the Government Code. The Oversight Committee shall consist of up to seven (7) members: the County Treasurer/Tax Collector; the County Auditor/Controller; the County Administrative Officer; the County Superintendent of Schools, or his or her designee; and, up to three (3) other public members.

The County Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy;
- B. Annually review the investments made by the County Treasury;
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6, Chapter 5 of Division 2 of Title 3 of the Government Code; and,
- D. Meet on other matters as necessary.

By Statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are in excess of the limits imposed by State Law, or by the Fair Political Practices Commission.

VI. DIVERSIFICATION

Diversification by investment type, maturity, and issuer/institution are three principle areas used to control and limit losses, while enhancing the return on the overall portfolio. (Investments are further limited by specific language relating to each investment type, as set forth in Item I. of this Section).

A. INVESTMENT TYPE

With the exception of U.S. Government Treasury and Agency Obligations, and the Local Agency Investment Fund (LAIF), not more than 25% of the portfolio shall be invested in any single investment type at any one time.

B. MATURITY

An attempt will be made to match maturities with anticipated cash flow requirements. After cash flow needs have been satisfied, maturities shall be distributed to allow investments to mature-out in the event of market deterioration, and to allow the liquidity necessary to take advantage of market opportunities as they arise. From time to time as may be deemed appropriate, a portion of the portfolio may be invested longer-term for the purpose of capturing long-term rates. However, in no instance will a security be purchased which has a stated or potential maturity of more than five years from the date of purchase.

C. ISSUER/INSTITUTION

With the exception of U.S. Government Treasury and Agency Obligations, the Local Agency Investment Fund (LAIF), and the California Asset Management Program (CAMP), not more than 5% of the portfolio shall be invested with any single issuer/institution at any given time.

VII. REPORTING

The Treasurer shall provide quarterly investment reports to the Board of Supervisors, the County Treasury Oversight Committee, and the County Auditor/Controller, within 30 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Section 16481.2(b) of the Government Code:

1. The type of investment, name of the issuer, date of maturity, par and dollar amount invested in each security, investment, and money within the Treasury;
2. The weighted average maturity of the investments within the Treasury;
3. Any funds, investments, or programs, including loans, that are under the management of contracted parties;
4. The market value as of the date of the report, and the source of this valuation for any security within the Treasury;
5. A description of the compliance with the Statement of Investment Policy;
6. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months.

VIII. APPORTIONMENT OF COSTS AND INTEREST

Interest earnings on the County's pooled investments shall be apportioned quarterly. Prior to the quarterly apportionment of pooled fund investment earnings, investment and banking costs incurred by the Treasurer during that quarter shall be totaled, and that total shall be deducted from the gross interest earnings of the Pool. These costs, which are authorized by Government Code Section 27013, include salaries and benefits, banking services, custodial safekeeping services, computer services, supplies, department and external overhead, as well as any other costs associated with investing, depositing, banking, auditing, reporting, or otherwise handling or managing the funds. This net interest amount shall then be apportioned to pool participants based on the average daily cash balance of funds on deposit by each participant during that quarter in the County Treasury.

IX. OUTSIDE AGENCIES

The County Treasurer shall, by Code, set terms and conditions under which local agencies and other entities that are not required to deposit their funds in the County Treasury may deposit and withdraw such funds for investment purposes. Local agencies from outside the County shall not be permitted to deposit funds into the County Treasury Pool. Funds from local agencies within the County, voluntarily wishing to participate in the Pool, will not be accepted under normal conditions, unless the Treasurer is assured that these funds are for long-term investment. Prior to the acceptance of such funds for deposit, the Treasurer shall require that a resolution be adopted by the board or governing body of the local agency, authorizing that agency to deposit excess funds into the County Treasury for the purpose of investment by the County Treasurer. Each such agency shall agree to be bound by the provisions of the Investment Policy. Deposits from outside agencies are subject to withdrawal restrictions for a set minimum term, to be agreed to prior to the funds being accepted into the Pool, and may not be withdrawn at any time without a minimum of thirty days written notice of the intent to withdraw.

Under normal conditions, voluntary money withdrawn from the Pool will be dispersed on a dollar for dollar basis, plus interest, but under adverse market conditions, when the Treasurer deems that the withdrawal would cause undue losses or significantly lower earnings for the remaining Pool participants, the Treasurer may require one or more of the following three remedies: 1) restrict the percentage of funds that may be withdrawn in any given quarter; 2) restrict the rate at which funds may be withdrawn; and, 3) require the local agency which is withdrawing its funds to accept those funds based on the current market value of the overall Pool.

Terms will be agreed to by any "voluntary " local agency, and a contract signed, before any voluntary funds will be accepted into the Treasury Pool. Specific, individual investments will not be permitted with such voluntary funds.

X. CRITERIA FOR WITHDRAWAL OF FUNDS FROM THE COUNTY TREASURY

Pursuant to Section 27136 of the Government Code, depositors who wish to withdraw funds from the County Treasury, for the purpose of investing or depositing those funds outside the Treasury Pool, shall first submit a written request to the Treasurer. Any withdrawal of funds for investing or depositing outside the County Treasury Pool must occur between December 10 and December 31 of a given calendar year. A Resolution from the local agency's governing board requesting such withdrawal must be received by the Treasurer no later than the last day of June preceding the month of December in which the withdrawal is to take place. Prior to approving such a withdrawal, the County Treasurer shall make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury Pool. In no event shall funds be withdrawn which, in the sole judgment of the County Treasurer, will: 1) adversely affect the interests of the other Pool participants; and/or, 2) adversely affect the stability and predictability of the investments in the County Treasury.

XI. RISK

It is recognized that public funds are characteristically very risk averse, tolerating only low levels of risk. It is further acknowledged that conservative and risk averse approaches to investment management are likely to result in correspondingly lower portfolio yields. As stated earlier, the administration of idle and surplus public funds shall be executed with the intention of fulfilling safety and liquidity needs first, with yield being of secondary concern.

XII. LEVEL OF INVESTMENT

The Treasurer strives to maintain the level of investment of all funds as near 100% as possible, through daily and projected cash flow determinations.

ETHICS AND CONFLICTS OF INTEREST

The Treasurer shall refrain from personal business activities that would conflict with the proper execution of the investment program, or which could impair his ability to make impartial business decisions. The Treasurer shall abide by The Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORITY

I. DELEGATION

By adoption of this Statement of Investment Policy, the Amador County Board of Supervisors delegates to the Treasurer, the authority to invest or reinvest funds of the County, or to sell or exchange securities so purchased, for a one year period, as provided

in Section 53607 of the Government Code. Pursuant to California Government Code Section 53635, the Treasurer has full responsibility to invest or to reinvest funds under the control of the Treasurer, or to sell or exchange securities so purchased.

The execution of investment transactions shall be conducted by the Treasurer. However, when circumstances warrant, the responsibility to execute investment transactions may be temporarily delegated to other Treasurer personnel, upon the express approval of the Treasurer.

II. RETENTION

The Treasurer shall retain the authority to add to, delete, or amend this Statement of Investment Policy as is necessary to facilitate the accurate and efficient transaction of business pertaining to the investment of idle and surplus public funds. The Treasurer shall promptly notify both the Board of Supervisors and the County Treasury Oversight Committee of any material change in this Statement of Investment Policy, which change will then be considered by these entities at a public meeting.

The Statement of Investment Policy shall be submitted to the Board and the Oversight Committee on an annual basis for consideration at a public meeting.



MICHAEL E. RYAN
Amador County Treasurer-Tax Collector

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
02/12/13	

To: **Board of Supervisors**

Date: January 24, 2013

Resol.

From: Jon Hopkins, Director
(Department Head - please type)

Phone Ext. X759

Department Head Signature _____

Agenda Title: Resolution accepting the work completed for the project Bid No. 12-18 Generator Replacement for the Sheriff

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Starkraft has completed the Sheriff's Office Generator Replacement project; Bid No. 12-18. In order to close out this project the following process should be done. The Board should accept this work and authorize the GSA Director to sign and record a Notice of Completion, at which time a period of thirty (30) days is allowed for vendors, suppliers and subcontractors to file liens or stop notices. If no liens or stop notices are served within the thirty (30) days, then the Board should authorize the Board Chairman to sign three (3) original copies of the Agreement and Release of Claims and authorize the Director of General Services Administration to release retention and final payment to the contractor.

Recommendation: Accept the work of Starkraft as completed for Sheriff's Office Replacement Project; Bid No. 12-18 and authorize the GSA Director to sign and record a Notice of Completion, and authorize the Board Chairman to sign the three (3) Agreement and Release of Claims forms if no liens or stop notices have been served within the thirty (30) day period at which time authorize the GSA Director to release retention and final payment to the contractor.

Recommendation/Requested Action:
 See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts N/A

CIP Funds and OES (CAL EMA) Reimbursement for Generator _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A
 Comments: Notice of Completion, Resolution and copy of the Agreement and Release of Claims form attached.

Request Reviewed by:

Chairman _____ Counsel GG
 Auditor EDL GSA Director JOP
 CAO AK Risk Management YMB

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; County Counsel-Greg Gillott; Auditor-Joe Lowe

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 3B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes: _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
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 ACCEPTING THE AMADOR)
COUNTY SHERIFF’S OFFICE GENERATOR)
REPLACEMENT AS COMPLETE) RESOLUTION NO. 13-XXX

WHEREAS, STARKRAFT has completed the construction and installation of the Amador County Sheriff’s Office Generator Replacement at 700 Court Street in Jackson, California.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby accept the work by STARKRAFT for the construction and installation of Amador County Sheriff’s Office Generator Replacement Project as complete.

BE IT FURTHER RESOLVED by said Board that the General Services Administration Director is authorized to sign and record a Notice of Completion for the above-referenced project;

BE IT FURTHER RESOLVED by said Board that, if no liens or Stop Notices are served within thirty days of such recordation, then the Board Chairman is authorized to sign the Agreement and Release of Claims attached hereto, at which time the Director of General Services Administration is authorized to release retention and final payment to the Contractor.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting held thereof on the 12th day of February, 2013 by the following vote:

- AYES: Theodore F. Novelli, Richard M. Forster, Louis D. Boitano,
 Brian Oneto and John Plasse
- NOES: None
- ABSENT: None

Chairman, Board of Supervisors

ATTEST:

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

Recording Requested By and
When Recorded Return To:

Amador County General Services Administration
Attention: Jon Hopkins
12200-B Airport Road
Jackson, CA 95642

Space Above for Recorder's Use Only

NOTICE OF COMPLETION
COUNTY OF AMADOR

NOTICE IS HEREBY GIVEN of the completion of a Work of Improvement as follows:

Date of completion: February 12, 2013.

Name and address of the Owner: County of Amador, 810 Court Street, Jackson , CA 95642.

Nature of the interest or estate of the Owner: Ownership in fee simple.

Description of the Site: Amador County Sheriff's Office at 700 Court Street, Jackson, CA.
(A.P.N. 020-200-021-000)

Name and address of the contractor for the above Work of Improvement: Starkraft,
19761 Bennett Ranch Court, Jackson, CA 95642

(If this Notice is given for completion of a contract for only a portion of the Work of Improvement)

General statement of kind of work done or materials furnished: Sheriff's Office Generator Replacement.

Date: _____

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

By: _____
Jon Hopkins, General Services Administration Director

VERIFICATION

I, Jon Hopkins, declare as follows:

I am the General Services Administration Director of the County of Amador, and I have been authorized to make this verification on its behalf. I have read the foregoing Notice of Completion and know the contents thereof. The same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct and that I have executed this Verification on _____, 20__ in Jackson, California.

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

By: _____
Jon Hopkins, General Services Administration Director

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 25th day of January, 2013, by and between the County of Amador ("County"), and Starkraft ("Contractor"), whose place of business is at 19761 Bennett Ranch Ct., Jackson, CA 95642.

RECITALS

A. On November 13, 2012 County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of **Amador County Sheriff's Office Generator Replacement**, including the approaches, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum	\$31,750.00
Modified Contract Sum	\$33,350.00 (1,600 change order #1)
Payment to Date	\$31,682.50
Damages	\$0
Payment Due Contractor	\$1,667.50

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of One Thousand, Six Hundred, Sixty-seven Dollars and Fifty Cents (\$1,667.50) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[NO CLAIMS]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,

actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.


10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

COUNTY OF AMADOR

CONTRACTOR:

BY: _____
Chairman, Board of Supervisors

BY:  _____
Principal

Name: (please print) JEFFREY STARK

Title: OWNER

APPROVED AS TO FORM:
GREG GILLOTT

ATTEST:

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

BY:  _____
County Counsel

BY: _____

STARKRAFT

INVOICE

19761 Bennett Ranch Ct
Jackson CA 95642
Phone (209) 257-1848

DATE: DECEMBER 19, 2012

TO:
County of Amador
General Services Administration
12200-B Airport Road
Jackson, CA 95642-9527

DESCRIPTION	AMOUNT
Amador County Sheriff's Office Generator Replacement, Jackson, CA See attached Construction Contract front page See attached Change Order No. 1 front page	Project Total: \$ 33,350.00
Progress payment (total less 5% retention) See Attachment B-3	\$ 31,682.50
Retention, amount due in 30 days See Attachment B-4	<u>1,667.50</u>
	Total: \$ 33,350.00

FACILITIES

DEC 19 2012

TKA

RECEIVED

Make all checks payable to STARKRAFT
Payment is due on receipt.

If you have any questions concerning this invoice, contact Jeff Stark, (209) 257-1848, jstark01@yahoo.com

Thank you for your business!

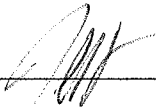
ATTACHMENT B – 3

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from County of Amador in the sum of Thirty One Thousand Six Hundred Eight-two Dollars and Fifty Cents (\$31,682.50) payable to STARKRAFT and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at Amador County Sheriff's Office, 700 Court St, Jackson, CA, 95642, job title: Amador County Sheriff's Office Generator Replacement, Jackson, CA. ,to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to County of Amador through December 19, 2012 only and does not cover any retentions retained before or after release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for the furnished labor, services, equipment, or material covered by this release if that furnished labor, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: 12/19/12

STARKRAFT

By: 

Title: OWNER


ATTACHMENT B-4

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from County of Amador in the amount of One Thousand Six Hundred Sixty-seven Dollars and Fifty Cents (\$1,667.50) payable to STARKRAFT and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at Amador County Sheriff's Office, 700 Court ST, Jackson, CA., job title: Amador County Sheriff's Office Generator Replacement, Jackson, CA. This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ 0.00. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 12/19/12

STARKRAFT

By: 

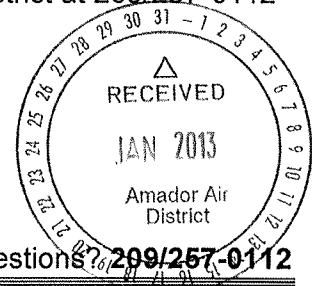
Title: OWNER

AMADOR AIR DISTRICT
APPLICATION FOR AUTHORITY TO CONSTRUCT

INSTRUCTIONS & INFORMATION

- Answer all questions completely in the **Application**. If you don't know the answer to a question, call the District staff for assistance.
- Submit all data requested in the **Attachment**. If the information does not apply, state that the information does not apply.
- A filing fee must accompany each application or it will not be processed. Please contact the office at 209/257-0112 for the current fee amount. Engineering fees incurred by the District to process your application will be billed to you. [Rule 605]
- A separate application must be submitted for each article, machine, system, process, or operation which can potentially emit air contaminants.
- This application is not directly transferable from one piece of equipment to another, from one permittee to another, or from one location to another. Call the District at 209/257-0112 if a change in ownership or control is planned.
- Mail completed application form and your filing fee to:

Amador Air District
12200-B Airport Road
Jackson, CA 95642




Questions? 209/257-0112

PLEASE COMPLETE ALL QUESTIONS

A/C 13-031

1. Is this Authority to construct intended to modify or replace an existing permit?
 Yes No If Yes, give permit number? 12-043
2. This application is hereby submitted to the Amador Air District for approval to install or modify the following article, machine, system, process, or operation:
 Description:
 New Emergency Stand-by Generator to replace existing.
3. Physical location where the equipment will be operated:
 Site name that will identify the project: Amador County Detention Facility
 Street Address: 700 Court Street
 Assessor's Parcel Number: 020-200-021-000

4. Name of Installation Contractor: Strakraft
Contact: Jeff Stark
Mailing Address: 19761 Bennett Ranch Ct. Jackson CA
Phone Number: (209) 257-1848
5. Estimated work schedule for this project:
Construction Starts: 12/03/12
Construction Ends: 12/21/12
Target Date for Operation to Begin: 12/14/12
6. What is the nature of your business? Government
7. What is the Standard Industrial Classification Code for the facility? _____
8. Corporation, company, or individual that Permits will be issued to:
Company Name: Amador County
Contact: Mark Olivarria Email: molivarria@amadorgov.org
Phone #: (209) 223-6370 FAX #: (209) 223-0749
Mailing Address: 12200 B Airport Road
City/State/Zip: Jackson, CA 95642
9. Name and address where invoicing will be mailed:
Company Name: Amador County
Contact: Mark Olivarria Email: molivarria@amadorgov.org
Phone #: (209) 223-6370 FAX #: (209) 223-0749
Mailing Address: 12200 B Airport Road
City/State/Zip: Jackson, CA 95642
10. Name and address of party responsible for annual reporting:
Company Name: Amador County
Contact: Mark Olivarria Email: molivarria@amadorgov.org
Phone #: (209) 223-6370 FAX #: (209) 223-0749
Mailing Address: 12200 B Airport Road
City/State/Zip: Jackson, CA 95642

11. Chief Executive Officer responsible for this equipment or process:
 Name: Jon Hopkins
 Title: Director of General Services
 Phone Number: (209) 223-6759
12. Site Contact responsible for operation of this equipment or process:
 Name: Mark Olivarria
 Phone Number: (209) 223-6370
13. Is the proposed site of the equipment system properly zoned for the proposed use?
 YES
 NO
14. Is the proposed equipment system within 1,000 feet of the outer boundary of an existing school site?
 YES
 NO
15. Signature and Title of applicant: 
 Print name and title: Mark Olivarria, Facilities and Projects Manager
 Date: 01/31/12

FOR DISTRICT USE ONLY

Date application received: January 31, 2013 By: JP
 Date filing fee received: January 31, 2013 By: JP
 Date supplemental data requested: _____ By: _____
 Date supplemental data received: _____ By: _____
 Date application deemed complete: _____ By: _____
 Date engineering evaluation requested: February 1, 2013 By: JP
 Date engineering evaluation received: _____ By: _____
 Date engineering fee paid by applicant: _____

[] Issued Date of approval: _____

[] Denied

Approved By: _____ Title: _____

OFFICIAL RECEIPT

COUNTY OF AMADOR
Jackson, California

Date January 31 2013

RECEIVED FROM County of Amador GSA

ADDRESS 12200 Airport Road Jackson CA 95642

Two hundred five and 92/100 DOLLARS (\$ 205.92)

For A/c 13-031 Sheriff Generator

ACCOUNT		How Paid ✓	
Amount Due	<u>205 92</u>	Cash	
Amount Paid	<u>205 92</u>	Check	<u>954</u>
		Money Order	

AMADOR AIR DISTRICT Department

By [Signature] Deputy

66435

954

COUNTY OF AMADOR GSA
 PETTY CASH ACCOUNT
 12200 B AIRPORT ROAD PH. 209-223-6375
 JACKSON, CA 95642

DATE 1-31-13 90-4033/1211

PAY TO THE ORDER OF Amador Air District \$ 205.92

Two Hundred Five and 92/100 DOLLARS

Bank of Amador
 a division of American River Bank
 422 SUTTER ST. • P.O. BOX 908
 JACKSON, CALIFORNIA 95642

FOR S.O. Generator [Signature] MP

⑈000954⑈ ⑆121140331⑆ 0891915179⑈

AMADOR AIR DISTRICT

AUTHORITY TO CONSTRUCT APPLICATION

ATTACHMENT FOR COMPRESSION IGNITION (CI) and SPARK IGNITION (SI) POWERED EQUIPMENT

The information requested in this attachment must be submitted with your application. Applications submitted without the requested information will not be processed until the information is provided.

1. Attach a drawing showing the location of the equipment. Indicate north, boundaries, and buildings located on the property. Identify each piece of equipment and its location. Identify adjacent properties as commercial, residential, agricultural, etc. Mark and identify roads.
2. Provide the information requested as indicated by the blank spaces on the form below. If additional space is need, provide the information on a separate sheet and indicate the letter and description of the data being shown.
3. Will this equipment be (check one)
 - Stationary
 - Portable
4. Is this emergency/standby equipment
 - Yes
 - No

Description of Required Detail	Equipment	Engine
a. Manufacturer	Himoinsa Power Systems	John Deere
b. Type/Size	HJW-205T6	8L
c. Model	HJW-205T6	
Serial Number if available	U11200271	PE6068L203977
d. Year of manufacture	12/03/2012	2012
e. kW Rating – Generators only	205	N/A
f. Engine Brake Horsepower or kW Rating	N/A	
g. Fuel	N/A	Diesel
h. EPA Engine Family	N/A	PE6068L203977
i. List the applicable CARB Executive Order numbers	N/A	
j. Distance from engine to nearest fence line on property	N/A	75'
k. Distance from engine to nearest residence	N/A	1000'
l. Distance from engine to nearest business	N/A	2000'
m. Is engine located within 500 feet of a school? If yes, name of school.	N/A	no
n. Control Devices (attach separate list if necessary)	N/A	Deep Sea Digital
o. Exhaust stack height from ground	N/A	9'-8"
p. Diameter of stack outlet	N/A	4 1/2"
q. Direction of outlet (horizontal or vertical)	N/A	vertical

5. Provide the **Manufacturer Spec. Sheet** for both the equipment and the diesel engine.
6. Provide the **Emission Data** (attach copy of source data) for the diesel engine.
7. Provide the expected **operating schedule** for maximum and average hours per day, days per week and weeks per year.
8. Provide the expected **fuel usage** for each type of fuel in gallons or cubic feet per year.
9. Provide the expected **emissions of air contaminates** and reference the source of emission factors and show calculations. If actual test data was used submit the data with the calculations. **The District can assist you if requested.**
10. Include a copy of any **environmental documents** prepared for other governmental agencies for this project or facility.
11. **Project Completion Notification:** After the C.I. Engine and other equipment listed in the Authority to Construct approval has been installed and is ready to begin operation you must notify the District by use of the Project Completion Form. If you did not receive or no longer have this form please contact the District.

The Project Completion form must be received at the Air District office **not later than 10 days after the regular operation of the equipment begins.**

POWER AND ELECTRIC CO
2950 E. HARCOURT ST.
RANCO DOMINGUEZ, CA. 90221
PH. 310 604-3400

11/7/12

QUOTATION & BILL OF MATERIAL

To: COUNTY OF AMADOR
12200 AIRPORT ROAD
JACKSON, CA. 95642

DATE: 11/7/12

ATTEN: BOB FOY

STAND-BY GENERATOR

<u>kW rating</u>	<u>Voltage</u>	<u>Phase</u>	<u>Fuel system</u>
205	120/208	3	Diesel

POWER AND ELECTRIC will be providing: One (1) Diesel engine driven set with the following accessories:

- 8 L engine / diesel fueled JOHN DEERE
- Alternator type NEWAGE
- 1% voltage regulation
- Cool flow Radiator with fan guards
- Weather proof and sound proof enclosure
- Block Heater
- Fuel shut off solenoid valve
- Fuel Filter
- Solenoid activated starter motor
- Air cleaner and oil filter with internal bypass
- Oil and radiator drain extension
- Battery charging alternator
- 2 Batteries 12vdc, 160AH
- Battery Charger
- Critical muffler, flex connector and rain cap
- 24 HOUR fuel tank, U.L 142
- Diesel fuel flex line
- Isolators between engine/alternator and base frame
- Electronic governor
- 800 Amp Main Line Circuit Breakers
- Cables from the alternator to the circuit breaker.

- **DEEP SEA Digital control panel with:**

- o
 - Water temperature failure
 - Oil pressure failure
 - Battery voltage failure
 - Manual/Auto/Stop modes status
 - Generator circuit breaker open
 - Generator circuit breaker closed
 - Genset voltage status
 - Test mode status
- o Control panel display for:
 - AC Volts
 - AC amps
 - RPM
 - Oil Pressure (Psi and Bar)
 - Water Temperature (°F and °C)
 - Fuel Level
 - Overspeed
 - Overcrank
 - High or Low voltage alternator
 - High or Low battery voltage
 - High or Low alternator frequency
 - Emergency Stop
 - Recall the last 50 Events
 - Full keypad to allow to all unit operating parameters, alarms, resets and testing

- Automatic transfer switch 800 Amp

Nema 1 enclosure

3 pole

120/208, 3 phase, 60 hz.

One Set Users Guide and Maintenance Manual

- One year / 2000 hour warranty from commissioning date or 18 months from purchasing date or whichever occurs first.

Price: One (1) HJW-205T6.....\$ 52,835.00

Options: On site training \$1,000.00/day

Delivery: Allow 5 Weeks from date of PO.

DEL.: CUSTOMER LOCATION

Terms: PRICES ARE GOOD FOR 30 DAYS.

THANKS

JAY CRAWFORD

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 28, 2013

From: Jon Hopkins, GSA Director
(Department Head - please type)

Agmt.

Phone Ext. 759

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

February 12, 2013

Department Head Signature *[Signature]*

Agenda Title: Approval of Community Hangar License Agreement for Hangar # E-6

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

This is a Community Hangar License Agreement by and between the County of Amador ("County") and George R. MacClanahan ("Licensee") for the Airport Hangar #E-6

Recommendation/Requested Action:

Approve Hangar License Agreement of Hangar #E-6

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GO

Auditor *[Signature]*

GSA Director Hop

CAO *[Signature]*

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Airport-David Sheppard, GSA, County Counsel ; Risk (electronically)

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

HA

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

For meeting _____

of _____

Completed by _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk

COMMUNITY HANGAR LICENSE AGREEMENT

This Community Hangar License Agreement ("License Agreement") is made and entered into as of _____, 20____, ("Effective Date") by and between the County of Amador, a political subdivision of the State of California ("County"), and George R. MacClanahan ("Licensee").

RECITALS

A. County is the owner of aircraft hangars for use as aircraft storage at Westover Field (the "Airport"), in Amador County, California.

B. Licensee desires to obtain a license from County for the purposes of storing an aircraft owned by Licensee.

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

1. **General Information for License.**

Licensee's Name: MacClanahan, George R.

Mailing Address: 1501 Long Gate Road, Plymouth, CA 95669

Aircraft Make and Model: Cessna 182M

FAA Registration Number: N182TV

Name(s) of Registered Owners of Aircraft: _____

2. **License.** County hereby grants to Licensee a revocable license to store the above-identified aircraft in the County hangar space set forth below ("Assigned Hangar"). Licensee shall own the aircraft.

Assigned Hangar: E-6

Licensee shall provide the Airport Manager within 30 days of the effective date with the original Certificate of Registration or proof of purchase for any aircraft occupying the Assigned Hangar. Airport Manager shall copy the original Certificate of Registration or proof of purchase and return it to Licensee. Licensee may change the designated aircraft at any time by providing Airport Manager with the original Certificate of Registration or proof of purchase as set forth above.

3. **Disclosure of Building Code Deficiencies, Waiver and Release of Liability.** Certain conditions within the Assigned Hangar are not consistent with the applicable building and/or fire code. The conditions known to County include the following: (a) hangar flooring is not constructed of non-

porous type material; (b) hangar lacks floor drains or proper sloping of floors with perimeter curbing; (c) hangar lacks a means for providing bonding of the aircraft; (d) hangar lacks partitions constructed of non-combustible materials; (e) hangar lacks GFCI outlets; and (f) hangar lacks light fixtures that protect light bulbs or tubes.

Licensee represents that it has sufficiently investigated the physical condition of the Assigned Hangar and the building in which the Assigned Hangar is located, including without limitation the nature of the above-mentioned deficiencies, and (i) has satisfied itself with respect to the physical condition thereof, and (ii) understands the nature of each and every disclosed deficiency. With full knowledge of the physical condition and the above-mentioned deficiencies, Licensee desires to obtain a License for the purpose of storing an aircraft owned in whole or in part by Licensee within the Assigned Hangar in its "As-Is" condition.

Licensee further represents that it understands the risks assumed by use of the Assigned Hangar with the above-identified deficiencies for aircraft storage, including but not limited to property damage or even serious bodily injury. In consideration of receiving the License, Licensee hereby releases the County and all of its officers, employees, and agents from all liability for any property damage, personal injury, death, or other damage of any kind arising from or related to physical condition of the Assigned Hangar or the physical condition of the building in which the Assigned Hangar is located. Licensee's decision to obtain the License is voluntary, assuming all risk of loss, damage, or injury including death that may occur as a result of the physical condition of the Assigned Hangar or the building in which it is located. Licensee is giving up the right for itself and/or its family, heirs, successors, or assigns to sue the County for and all injuries or damages resulting from or related to the physical condition of the Assigned Hangar or the building in which it is located.

4. **Term.** This License shall commence on the Effective Date set forth above, and shall continue from month-to-month thereafter, unless terminated pursuant to the provisions of this License.

5. **License Fee.**

(a) **Monthly Fee.** Licensee shall pay to County the sum of One Hundred Eighty Nine and 90/100s dollars (\$189.90). Said fee shall be payable in advance on or before the first day of each calendar month, except that the first month's fee shall be tendered upon execution of this License. The fee for partial months shall be prorated based on a thirty-day month.

(b) **Annual Consumer Price Index Adjustment of Fee.** The Monthly Fee shall be subject to an annual adjustment in relation to the Consumer Price Index. Effective on July 1st of each year, the Monthly Fee shall be adjusted upward by the cumulative increase in the Consumer Price Index. The Index used is the bi-monthly All Urban Consumers, San Francisco-Oakland Metropolitan Area; provided, however, that in no event shall the adjusted monthly fee be less than the immediately preceding monthly fee.

(c) **Periodic Adjustment of Monthly Fee by Board of Supervisors.** In addition to the annual consumer price index adjustment, the Board of Supervisors may from time to time adjust the Monthly Fee. Thirty days notice of any such changes in the Monthly Fee by the Board of Supervisors shall be provided in writing to Licensee by County.

(d) **Delivery of Payments.** All fees due under this License shall be made payable to the County of Amador, and shall be considered paid when delivered as set forth below:

In Person: Amador County Airport
12380 Airport Road
Jackson, California 95642

By Mail: Amador County Airport
12200-B Airport Road
Jackson, California 95642

(e) Late Charges. Licensee acknowledges that late payment of monthly fees by Licensee to County will cause County to incur costs not contemplated by this License Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if the monthly fee is not received within five days of the due date, a late charge of five percent (5%) shall be added to the payment, and the total sum shall become immediately due and payable to the County. An additional charge of five percent (5%) of the delinquent payment (exclusive of late charges) shall be added for each additional month or portion thereof that said payment remains unpaid.

Licensee and County agree that this late charge represents a fair and reasonable estimate of the costs that County will incur by reason of late payment by Licensee. Acceptance of any late charge shall not constitute a waiver of Licensee's default with respect to the overdue amount, nor prevent County from exercising any other rights and remedies available to County.

(f) Security Deposit. On or before the effective date of this License, Licensee shall deposit with the County a security deposit in an amount equal to one month's fee, as security for Licensee's faithful performance of its obligations under this License. County may use, apply, or retain all or any portion of the security deposit for the payment of any amount due County or to reimburse or compensate County for any liability, expense, loss, or damage which County may suffer or incur. If County uses or applies all or any portion of the security deposit, Licensee shall, within ten (10) days after written request therefore, deposit monies with County to restore the security deposit to the full amount required by this License.

As the Monthly Fee increases during the term of this License, Licensee shall, upon written request from County, deposit additional monies with County so that the total amount of the security deposit shall at all times equal the amount of the current Monthly Fee.

County shall not be required to keep the security deposit separate from its general accounts. No part of this security deposit shall be considered to be held in trust, to bear interest, or to be a prepayment of any monies to be paid by Licensee under this License Agreement. County shall return any unused portion of the security deposit within thirty (30) days of Licensee's vacation of the Assigned Hangar.

6. Compliance with Laws. Licensee shall, at Licensee's sole cost and expense throughout the term of this License abide by and act in full compliance with this License and with all applicable statutes, ordinances, rules, codes, or regulations now or hereinafter adopted by any federal or state governmental entity, and with all ordinances, regulations, policies, and guidelines now in effect or hereafter adopted by the County.

7. Authorized Activities. Licensee may conduct the following authorized activities at Airport under the authority of this License to the extent the activities are consistent with the terms of this License and in compliance with any and all applicable statutes, ordinances, codes, rules, regulations, policies, and guidelines:

(a) Aircraft parking and storage in the Assigned Hangar.

(b) Parking of Licensee's and Licensee's guest's motor vehicles in the area designated by County for vehicle parking.

(c) Storage of aircraft support equipment directly related to Licensee's aircraft in the Assigned Hangar.

8. Maintenance of Aircraft. Licensee shall not engage or use the service of a person for hire in connection with any aircraft work, maintenance or repair at or in the Assigned Hangar. Licensee shall not perform major repair or maintenance work or non-routine, non-preventative maintenance on the aircraft at or in the Assigned Hangar without prior written approval of the Airport Manager. Airport Manager may grant approval to restore aircraft, build kit aircraft, or perform specified major maintenance activities in the Assigned Hangar as long as Licensee is in compliance with all applicable fire, safety, and building codes. These provisions shall not limit the aircraft owner or pilot from performing routine, preventative maintenance on the aircraft as permitted by the Federal Aviation Regulations. Under no circumstances shall Licensee perform the following activities or allow them to be performed in the Assigned Hangar:

- (a) Application of flammable finishes (paint, dope, chemical stripping, epoxy, resin, etc.);
- (b) Making, breaking, or repairing any fuel system connections or components (carburetor, valves, lines, tanks, etc.);
- (c) Any fueling or defueling of the aircraft;
- (d) Washing or painting of the aircraft;
- (e) Welding or storage of welding equipment; or
- (f) Use of open flames or other sources of ignition such as electric or fueled heaters.

9. Restrictions and Conditions on Use of Assigned Hangar. The following restrictions and conditions shall apply to the activities authorized by this License:

(a) Licensee shall, at Licensee's sole cost and expense, install in the Assigned Hangar a minimum of one 4A-40BC fire extinguisher that is mounted between three (3) and five (5) feet from the floor and must be near an exit. Licensee shall maintain the fire extinguisher in proper working order throughout the term of this License.

(b) Licensee shall keep the Assigned Hangar clean and free of debris. Refuse or waste products must be removed and properly disposed of by Licensee.

(c) Licensee shall promptly report to the Airport Manager any condition in the Assigned Hangar that may require maintenance by County.

(d) Licensee shall not conduct any commercial activity, including but not limited to aircraft charter, rental, repair, or instructional services within the Assigned Hangar or at the Airport unless such activities are pursuant to a separate written agreement with the County.

(e) Licensee shall not prevent or hinder movement of aircraft, vehicles, or pedestrians along taxiways or other areas of common use.

(f) Licensee shall not store any property or equipment not normally used or required for aircraft support and flight operations or related aviation activities.

10. Prohibited Materials; Nuisance Prohibited. Licensee shall not store or use combustible or chemicals or materials at or in the hangar except as permitted by the Amador Fire Protection District. Licensee shall not store, dispense, or otherwise handle fuel, compressed gasses or other hazardous materials. Licensee shall properly dispose of all wastes and hazardous materials in a legal manner and in appropriate receptacles. Licensee shall not create a nuisance or perform any other act or thing which interferes with the quiet enjoyment of the Airport by any other licensee, tenant, or member of the public. For purposes of this paragraph, hazardous materials include, but are not limited to: (a) substances which are flammable, explosive, corrosive, radioactive, or toxic; (b) those asbestos-containing materials defined and described in Environmental Protection Agency Report No. 56/5-85-024 (June 1985) whether or not friable, or any related or successor report, or other applicable government regulations defining or describing such materials; (c) pesticides as defined by Section 136(u) of FIFRA (7 U.S.C. Section 136) as may be present in soil or groundwater; (d) “hazardous wastes” as defined in Section 25117 of the California Health and Safety Code, or as a chemical that is known to the State of California to “cause cancer or reproductive toxicity” under the Safe Drinking Water and Toxic Enforcement Action of 1986, California Health and Safety Code Sections 25249.5 et seq.; and (e) any material or substance defined hazardous materials, substances or waste, or toxic materials, substances or waste as those terms or similar terms are defined by any other federal, state, or local law, rule, regulation, or order.

Notwithstanding the above-mentioned restriction, Licensee may store within the Hangar no more than two 5 gallon flammable liquid containers. All flammable liquid containers, empty or full, shall be labeled and listed for their specific use. Licensee shall obtain approval from the Airport Manager to store quantities in excess of ten (10) gallons and it shall be stored in an approved and listed flammable liquid storage cabinet. Aerosols must always be stored in an approved and listed flammable liquid storage cabinet.

11. Indemnity and Insurance.

(a) Indemnification by Licensee. Licensee shall indemnify, defend (upon request of County) and hold harmless County and County’s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with Licensee’s use or occupancy of the Assigned Hangar, or Licensee’s use of the Airport or ownership or use of aircraft or hangar operations, or occurring at the Assigned Hangar during the term of this License or any time of occupancy of the Assigned Hangar by Licensee, unless such Claim arises out of the sole negligence or willful misconduct of County or its agents or employees.

(b) Aircraft/Airport Liability Insurance. Throughout the term of this License and during any time of occupancy of the Assigned Hangar by Licensee, Licensee shall carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form

hereinafter provided:

(1) A policy of Aircraft/Airport Liability Insurance in an amount of not less than One hundred Thousand Dollars (\$100,000) property damage/destruction; One hundred Thousand Dollars (\$100,000) per person for injury or death; with a total maximum of One Million Dollars (\$1,000,000) per accident.

All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Licensee of that part of the indemnity agreement contained in this Article relating to liability for injury to or death of persons and damage to property.

(2) A policy of fire legal liability insurance, in an amount of not less than Fifty Thousand Dollars (\$50,000), without deduction for depreciation, including costs of demolition and debris removal, and with deductibles not to exceed One Thousand Dollars (\$1,000).

All policies of insurance provided for herein shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best's" Insurance Reports, qualified to do business in the State of California. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Licensee in like manner and to like extent.

(c) Policy Forms and Certificates. All policies of insurance required of Licensee hereby shall name the County of Amador, its officers, agents and employees, as an additional insured. Licensee's obligations to carry the insurance provided for above may be satisfied by inclusion of the Assigned Hangar within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Licensee; provided, however, that the coverage afforded County will not be reduced or diminished by reason of the use of such blanket policies of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Certificates of such insurance shall be delivered to the County, Office of Risk Management, 810 Court Street, Jackson, California 95642 as soon as practicable after the placement of the required insurance, but in no event later than five (5) days prior to the effective date of the License. Thereafter, copies of renewal policies or certificates thereof shall be delivered to County within thirty (30) days prior to the expiration of the term of each such policy. All certificates of insurance required of Licensee hereby must evidence that the insurer providing the policy will give to County thirty (30) days' notice in writing in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage that County may carry. Licensee agrees to permit County at all reasonable times to inspect any policies of insurance of Licensee which Licensee has not delivered to County.

(d) Adjustment of Licensee's Insurance Coverage. County retains the right at any time to review the coverage, form and amount of insurance required of Licensee hereunder. Following such review, County may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection, in County's judgment, against the kind and extent of risk which may exist at the time such a change in insurance is required.

12. **Alterations to Assigned Hangar.** Licensee shall not make or cause to be made any alterations or improvements to the hangar, including alterations or modifications to the Assigned Hangar's electrical installations or equipment, without first securing the written consent of the GSA Director or his or her designee. The GSA Director may impose restrictions upon any proposed alterations or improvements. All such alterations or improvements shall comply with the Westover Field Rules and Regulations and all applicable building, zoning, and fire codes. Upon termination of this License Agreement, at the sole option of County: (1) the alterations or improvements shall become the property of the County and shall remain on the premises; or (2) Licensee shall remove all alterations or improvements and return the Assigned Hangar to the County in substantially the same condition as the hangar existed at the commencement of this License Agreement.

13. **Right to Enter (Inspection of Assigned Hangar).** The parties agree that it is a material term of this License that County shall have the right by its officers, employees, agents, and contractors to enter into and upon the Assigned Hangar at any and all reasonable times (and in emergencies at all times) to make any inspection the GSA Director in his or her sole discretion may deem expedient or desirable for the proper enforcement of the covenants, conditions, restrictions, limitations, and provisions of this License, or any other matter relevant to this License; to maintain the Assigned Hangar; or to do repair, maintenance, alteration, clean-up, or removal under the conditions set forth herein if and when County shall desire to do so.

County shall provide five (5) calendar days notice, under most circumstances, prior to any inspection or entry. No advanced notice is required under exigent or emergency circumstances. Upon the time set for inspection, the parties agree that County may use all reasonable means to effect entry into any structure, or onto any portion of the Assigned Hangar, and that furthermore, any damage or cost to repair arising by virtue of such entry shall be borne by Licensee and not County should Licensee fail to appear and cooperate in arranging entry and inspection as requested.

If, as a result of any inspection, the GSA Director deems any repair, maintenance, alteration, clean-up, or removal is required under the terms of this License to be done by Licensee (collectively "Repairs"), the GSA Director may demand by written notice that Licensee make such Repairs forthwith. If Licensee fails, refuses, or neglects to commence and complete the Repairs with reasonable diligence, then County may (but shall have no obligation to) reenter the Assigned Hangar and cause such Repairs to be done, and Licensee agrees to pay County on demand for the cost thereof.

14. **Temporary Vacation of Assigned Hangar.** Licensee shall be required to temporarily vacate the Assigned Hangar when deemed necessary by the GSA Director to complete any maintenance, repairs, upgrades, or other work to the Assigned Hangar or the building in which it is located. County shall provide Licensee no less than five (5) days written notice prior to the date the Assigned Hangar must be temporarily vacated. Airport Manager shall make a tie-down space available to Licensee for the storage of Licensee's aircraft at no additional cost. Licensee is solely responsible for the removal and storage of any other personal property in the Assigned Hangar, and Airport manager has no obligation to provide alternate storage space for any such personal property. County shall not be responsible for any damage or loss to any personal property (including aircraft) left in the Assigned Hangar after the date set for vacation. The Monthly Fee shall be adjusted based on the number of days Licensee is required to remain out of the Assigned Hangar.

15. **Notices.** Wherever this License provides for notices, communications or demands between the parties, or wherever the law requires or gives the right of serving a notice, the same shall be served by registered or certified mail, addressed as follows:

County: County of Amador
C/O Director of General Services
12200-B Airport Road
Jackson, CA 95642

Licensee: As specified in Paragraph 1 of this License Agreement.

It shall be Licensee's obligation to provide Airport Manager in writing with a valid, current mailing address and telephone number for notice purposes.

16. Termination. This revocable license may be terminated without cause and for any reason by either County or Licensee upon thirty (30) days prior written notice to the other party.

17. Breach or Default of License Agreement. The occurrence of any of the following shall constitute a breach or default of this License Agreement by Licensee:

(a) Failure to pay any fee due under this License Agreement when due, if the failure to pay continues for three (3) days after notice of the failure has been given to Licensee.

(b) Except as otherwise specifically provided in this License Agreement, failure to perform any other provision of this License Agreement if the failure to perform is not cured within ten (10) days after notice of the failure has been given to Licensee. If the breach or default cannot be reasonably cured within ten (10) days, Licensee shall not be in breach or default of this License Agreement if Licensee commences to cure the breach or default within the ten (10) day period and diligently and in good faith continues to cure the breach or default.

Notices given under this paragraph shall specify the alleged breach or default and shall demand that Licensee perform the provision of the License Agreement or pay the fee that is in arrears, as the case may be, within the applicable time period, or the License Agreement is terminated. No such notice shall be deemed a termination unless the County so specifies in the notice.

The County, at any time after Licensee commits a breach or default of this License Agreement, can cure the breach or default at Licensee's cost. If the County, at any time, by reason of licensee's breach or default, pays any sum or does any act that requires the payment of any sum, the sum paid by the County shall be due immediately from Licensee to the County at the time the sum is paid.

18. Surrender of Assigned Hangar. On termination of this License, Licensee shall surrender Assigned Hangar in good condition. Any aircraft occupying the Assigned Hangar must be removed by Licensee prior to the effective date of any termination as provided in this License Agreement. Any aircraft occupying the Assigned Hangar after the effective date of any termination may be removed by the Airport Manager, or his or her designee, and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All costs and expenses of moving the aircraft shall be Licensee.

At the sole option of the County, title to any other personal property remaining in the Assigned Hangar after the effective date of any termination shall become the property of the County, and under such circumstances, Licensee shall have no rights to said property and waives all ownership rights to said

property and any rights to notice under Section 1980, et seq. of the California Civil Code or any other provision of law relating to abandoned property.

19. **Taxes.** Licensee is advised that the execution of this License may subject it to a possessory tax or other property taxes imposed by the County of Amador or other taxing authorities. During the term of this License, Licensee hereby agrees to pay or cause to be paid, prior to delinquency, any taxes, including but not limited to possessory interest taxes and any assessments levied or assessed on the Assigned Hangar and existing in the Assigned Hangar on any real or personal property situated in, on or about the Assigned Hangar, or in, or about any building or improvements thereon.

20. **National Emergency.** County reserves the right during time of war or national emergency to lease all or any part of the airport landing area to the United States Government for military or civil use. If any such lease is executed the provisions of this License shall be suspended insofar as they are inconsistent with the provisions of the lease to the United States Government.

21. **Venue.** If either Licensee or County initiates an action to enforce or construe the terms hereof or to declare the rights of the parties hereunder, the parties agree that the venue thereof shall be in Amador County, California.

22. **Assignment or Subletting.** Licensee shall not assign, sublet, or otherwise transfer or encumber its interest in this License either voluntarily or by operation of law.

23. **General Provisions.**

(a) **Contract Execution.** Each individual executing this Agreement on behalf of Licensee represents that he or she is fully authorized to execute and deliver this License. If Licensee is a corporation, Licensee shall, within thirty (30) days after execution of this License, deliver to County a certified copy of a resolution of the Board of Directors of the corporation authorizing or ratifying the execution of this License.

(b) **Construed Pursuant to California Law.** The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California.

(c) **Incorporation of Agreements and Amendments.** This License contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This License may be modified only in a writing signed by both parties.

(d) **Severability.** The invalidity of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(e) **Time of Essence.** Time is hereby expressly declared to be the essence of this License and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this License.

(f) **No Waiver.** No waiver of any representation, warranty, covenant, term or condition of this License shall be deemed to imply or constitute a further waiver of the same or any other representation, warranty, covenant, term or condition of this License. Further, a waiver of any breach shall not be deemed to be a waiver of any subsequent breach. The subsequent acceptance of rent or any other

monetary amount hereunder by County shall not be deemed to be a waiver of any preceding breach of Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental or other monetary amount so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent.

(g) Joint and Several Liability. If more than one Licensee is named herein, the obligations of each Licensee shall be joint and several.

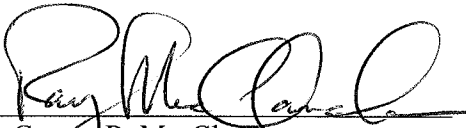
(h) Survival. All representations and warranties of Licensee shall survive termination of this License.

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

COUNTY:

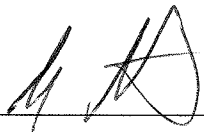
LICENSEE:

BY: _____
Chairman, Board of Supervisors

BY: 
George R. MacClanahan

APPROVED AS TO FORM:
GREGORY GILLOT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: February 12, 2013

Agent

From: Jon Hopkins, Director
(Department Head - please type)

Phone Ext. X759

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:
02/12/13

Department Head Signature [Signature]

Agenda Title: Loan of lone whip rack from the Amador County Museum to the Preston Castle Foundation

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
The Preston Castle Foundation (PCF) has requested to display the lone whip rack, located at the Museum, at their firehouse or museum (see attached request). In this particular unique case, the loan to the Preston Castle Foundation (PCF) would be for an indefinite period of time or; until PCF breaches our agreement or; no longer needs the rack at which time the whip rack would be returned to the County; or the County request the property be returned. This matter was reviewed with the Administrative Committee with some minor changes to the loan agreement; attached for execution if approved.

Recommendation: Approve the attached agreement with the Preston Castle Foundation.

Recommendation/Requested Action:
See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) N/A
Staffing Impacts N/A

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____
Committee Recommendation: _____

Contract Attached: Yes No N/A
Resolution Attached: Yes No N/A
Ordinance Attached: Yes No N/A
Comments: Admin memo, PCF request and agreement attached.

Request Reviewed by:

Chairman _____ Counsel GG
Auditor [Signature] GSA Director [Signature]
CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; County Counsel-Greg Gillott; Risk (electronically)

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 4B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

Distributed on _____ Completed by _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
--	---	--

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL jhopkins@amadorgov.org



MEMORANDUM

TO: Administrative Committee

FROM: Jon Hopkins, Director *JH*

DATE: January 25, 2013

RE: REQUEST FROM PRESTON CASTLE FOUNDATION TO DISPLAY THE IONE WHIP RACK CURRENTLY STORED AT THE AMADOR COUNTY MUSEUM.

Please add this item to the February 4, 2013 Administrative Committee agenda.

The Preston Castle Foundation has requested that the County loan the lone whip rack that has been stored at the Amador County Museum for an indefinite period of time.

Attached please find a copy of a January 10, 2013 letter from Jerry Funderberg, President of the Preston Castle providing the purpose of the request. The whip rack has both historical important to the people of lone.

Therefore discussion is requested regarding this matter. If it is determined by the Administrative Committee to continue the matter with the full Board, attached for review is a draft agreement for loan of surplus property for the Board's consideration for February 12, 2013.

Attachments: January 10, 2013 Correspondence from Jerry Funderberg, President, Preston Castle
Draft Agreement

C: Christine Poe, Executive Assistant
file

Mr. Jon Hopkins, Director
Amador County General Services Administration
12200B Airport Road
Jackson, Ca. 95642

1/10/2013

Dear Sir:

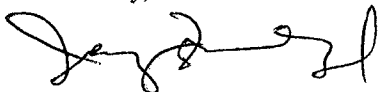
It has come to our attention that an original Ione whip rack is in the Amador County museum barn. It was donated to the County by Mr. Eric Schmidt many years ago. One of our Preston Castle members is a direct descendant of Mr. Schmidt. His name is Howard Coote. Mr. Schmidt was Howard's great uncle. Schmidt's Ione business was a general merchandise store and saddlery, located on the corner of Main Street and Preston Avenue (picture included). The whip rack has a Schmidt donation plaque on it at the County museum (in the old barn). Howard and one of our members (Mr. Gene Riddle- Curator) has visited the barn and seen it. It is located near the south end of the barn, up front by the chicken wire.

Eric Schmidt was a member of one of the original Ione settling families in the 1800s. The whip rack has both history and heritage that are important to the people of Ione. The PCF is building a museum to display Ione and Preston artifacts from the 1800s. We would like to borrow the whip rack from the County, and display it in our firehouse (next to the firehose cart), or the museum behind the castle next to the horse drawn buggy and Yeager freight wagon (being restored). The whip rack belongs in Ione, on display for the general public to see. The castle and museum exhibitions have attracted many people to our tours. We are intending to create historic interest with as many exhibits as we can build and display. The Schmidt whip rack would add something special to the museum.

The goal of the PCF is to restore the entire castle, complete the museums, and turn part of the facilities into business enterprises. Soon, we will obtain the deed to the castle property from the State of California. The property includes fourteen acres of land, and all the old buildings inclusive. Much work is needed now and in the future to accomplish these goals. We hope you can see how important this whip rack is to the PCF and the people of Ione. We also hope our plea is heard in the minds and hearts of all you officials representing the Amador County Museum. We've also heard that the Amador County Historical Society is involved. If we need to talk to that organization, please let us know at your convenience. If a meeting is necessary, we are available.

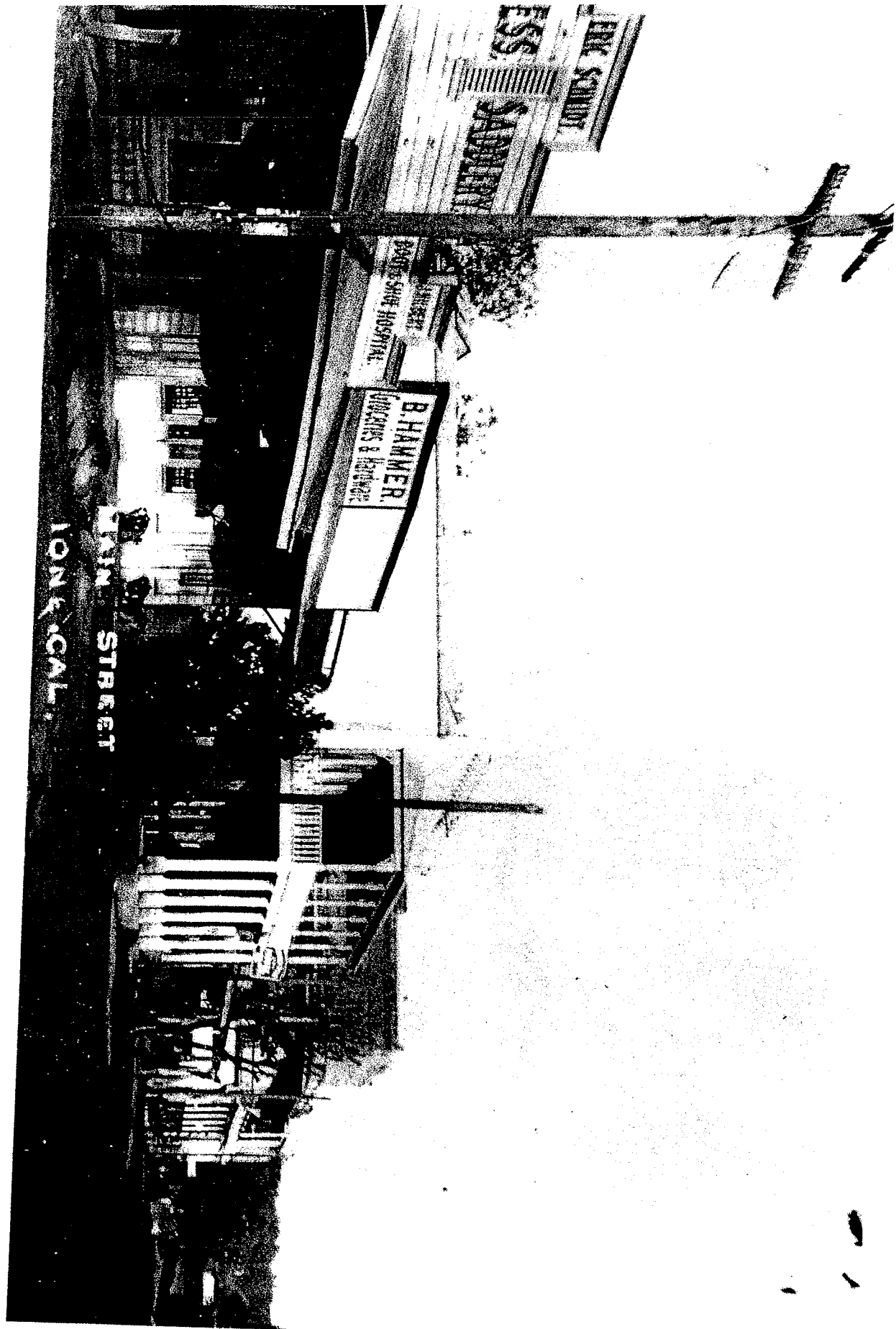
Please feel free to call Gene Riddle anytime at 209-274-4318, or me at 209-256-3623.

Sincerely,



Jerry Funderberg, President
Preston Castle Foundation

c.c. Mr. Richard Forster, Amador County Supervisor and
PCF Board Member



ERIC SCUDLOTT

B. HAMMER,
DRUGS & HERBALS

...SURE HOSPITAL

MAIN STREET
ION & CAL.

AGREEMENT FOR LOAN OF SURPLUS PROPERTY

THIS AGREEMENT FOR LOAN OF SURPLUS PROPERTY (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and PRESTON CASTLE FOUNDATION, a California nonprofit corporation ("PCF").

RECITALS

A. County is the owner of certain personal property consisting of an original Ione whip rack, currently stored at the Amador County Museum.

B. PCF is a California nonprofit corporation formed for the purpose of restoring the historic Preston Castle building and constructing museums to house artifacts that demonstrate the history and heritage of the community of Ione.

C. In accordance with the California Government Code and County regulations, County's Board of Supervisors has declared that the Ione whip rack is surplus property.

D. PCF desires to acquire the Ione whip rack as a loan for the express purpose of displaying the Ione whip rack in the museum located near Preston Castle in Ione, California and to allow access to view the Ione whip rack during tours that demonstrate the history of the Ione community.

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

1. Loan of Personal Property. County hereby loans the Ione whip rack to PCF, subject to the terms and conditions set forth in this Agreement.

2. Use of Personal Property.

a. PCF shall place the Ione whip rack in the museum located on the Preston property leased from the State of California (or another location suitable for display of the Ione whip rack as a part of the history of the Ione community), and to allow access to the public to view the Ione whip rack in conjunction with tours and other buildings located near the Preston Castle site. PCF agrees to restore and preserve the historical nature of the Ione whip rack for the benefit of the citizens of the Ione community and the County of Amador.

b. PCF shall not transfer, assign or convey in any manner the Ione whip rack to any other person or entity.

c. In the event that PCF breaches its covenants contained in this Agreement title to the Ione whip rack shall automatically revert to the County, and PCF or its successors or assigns shall in such case immediately deliver the Ione whip to the County at a place to be determined by the County.

3. Term and Termination. The term of this Loan Agreement shall extend until terminated as set forth in this paragraph. Either Party may terminate the Loan Agreement, without cause, by providing no less than 14 days written notice to the other Party. Upon any such termination, PCF shall deliver the Ione whip rack to the County at a place to be determined by the County.

4. Agreement Execution. Each individual executing this Agreement on behalf of PCF represents that he or she is fully authorized to execute and deliver this Agreement.

5. Construed Pursuant to California Law. The provisions of this Agreement will be constructed pursuant to the laws of the State of California.

6. Incorporation of Agreements and Amendments. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

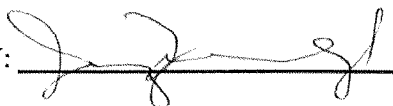
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

PRESTON CASTLE FOUNDATION,
California nonprofit corporation

BY: _____

CHAIRMAN, BOARD OF SUPERVISORS

BY:  _____

Name: Jerry Funderburgh

Title: President

APPROVED AS TO FORM:
GREG GILLOTT, COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

~~Deputy~~

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
02/12/13	

To: Board of Supervisors

Date: January 22, 2013

Agmt

From: Mark J. Bonini, Chief Probation Officer
(Department Head - please type)

Phone Ext. 229

Department Head Signature *MB*

Agenda Title: Approval of Agreement #601-S1211 with El Dorado County for Space Available Detention of Juvenile Ct. Wards

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

This agreement provides beds at the El Dorado County Juvenile Hall on a "space available" basis at the rate of \$120 per day, per bed. The Probation Department currently has an agreement with El Dorado County to provide two (2) reserved beds at the rate of \$100 per day, per bed. Agreement #601-S1221 will provide bed space above the two reserved beds, if space is available, at the higher rate of \$120 per day, per bed. The term of the agreement will become effective upon final execution by both parties and may be terminated at any time by El Dorado County or Amador County upon thirty (30) days written notice to the other.

El Dorado County requests two (2) signed original agreements be returned to them. One original fully-executed agreement will be returned to the Probation Department. The Probation Department will send this fully-executed original agreement to the Board Clerk for retention.

Recommendation/Requested Action:

Approve Agreement #601-S1211 by the Chairperson of the BOS signing on page -6- on 3 originals (2 originals returned to Probation)

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None - funds are budgeted for juvenile detention costs

Is a 4/5ths vote required?

Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name Agreement Committee Review

Comments: 3 original agreements attached for the Chairperson's signature.

Committee Recommendation:

Approved - see attached Route Slip

Request Reviewed by:

Chairman _____

Counsel *GO*

Auditor *EDL*

GSA Director *HOP*

CAO *[Signature]*

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

2 signed agreements to Probation. Risk (electronically)

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 4C

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

AGREEMENT FOR SERVICES # 601-S1211

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and County of Amador, a political subdivision of the State of California; whose principal place of business is 675 New York Ranch Road, Jackson, CA 95672; (hereinafter referred to as "Placing County")

RECITALS

WHEREAS, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Placing County desires to place a ward of its Juvenile Court in El Dorado's facility to the extent that such accommodation may exist; and

WHEREAS, it is the intent of the parties hereto that the placement of said ward(s) of the Juvenile Court conforms with all applicable federal, state and local laws; and

NOW, THEREFORE, El Dorado and Placing County mutually agree as follows:

ARTICLE I

Scope of Services: The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the court of the Placing County, a medical release, and any other documentation/information deemed necessary.

The Placing County must bring any medication, if so prescribed, with the ward or the medication maybe provided by the parent (s) or guardian (s) of the ward.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and may be terminated at any time by El Dorado and/or Placing County upon (30) days written notice to the other.

ARTICLE III

Compensation for Services: For services provided herein, Placing County agrees to pay El Dorado the sum of One Hundred Twenty Dollars (\$120.00) per calendar day, for each ward placed within the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that El Dorado and Placing County are political subdivisions of the State of California. As such, El Dorado and Placing County are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of El Dorado business, El Dorado will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, El Dorado and Placing County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and El Dorado and Placing County are released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any El Dorado department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado shall be addressed as follows:

COUNTY OF ELDORADO PROBATION DEPARTMENT
3974 DUROCK ROAD, SUITE 205
SHINGLE SPRINGS, CA 95682
ATTN: CHIEF PROBATION OFFICER

Or to such other location as the County directs. With a carbon copy to:

COUNTY OF ELDORADO
CHIEF ADMINISTRATIVE OFFICE PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE PLACERVILLE, CA 95667
ATTN: TERRI DALEY, PURCHASING AGENT

Notices to Placing County shall be addressed as follows:

COUNTY OF AMADOR
PROBATION DEPARTMENT
675 NEW YORK RANCH ROAD
JACKSON, CA 95642
ATTN: MARK J. BONINI, CHIEF PROBATION OFFICER

Or to such other location as the Contractor directs.

ARTICLE VII

Indemnity: The Placing County shall defend, indemnify and hold El Dorado, its officers, employees and agents harmless from and against any and all claims, losses, demands, damage and liability for damage, including attorney's fees and other costs of defense incurred by El Dorado, its officers, employees or agents, whether for loss of property, or injury to or death of any person in any way arising from or related to the performance of this Agreement unless such claim, loss, demand damage or liability is caused solely by the negligence of El Dorado, its employees, officers or agents.

ARTICLE VIII

Prison Rape Elimination Act (PREA): Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the contract.

ARTICLE IX

Administrator: The El Dorado Officer or employee with responsibility for administering this Agreement is Gregory S. Sly, Chief Probation Officer, or successor.

ARTICLE X

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Vince Janette, or Successor
Deputy Chief Probation Officer
Probation Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Gregory S. Sly, or successor
Chief Probation Officer
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____, Chair
Board of Supervisors
"County of El Dorado"

ATTEST:
James S. Mitrisin,
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--PLACING COUNTY--

Dated: _____

By: _____
Chairperson
Board of Supervisors
"County of Amador"

ATTEST:

By: _____ Dated: _____

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 17, 2013

Agmt.

From: James Foley, Director
(Department Head - please type)

Phone Ext. 625

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:

02/12/13

Department Head Signature *James Foley*

Agenda Title: Amendment to Agreement with A-TCAA to provide Child Abuse Prevention services.

Summary: (Provide detailed summary of the purpose of this Item; attach additional page if necessary)
 This second amendment to agreement between Amador County Social Services and Amador-Tuolumne Community Action Agency for Community Based Child Abuse Prevention (CBCAP) services will increase the funding for fiscal year 2012-2013.

Recommendation/Requested Action:
Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts None

Budgeted _____

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *Ge*
 Auditor *EJ* GSA Director *hop*
 CAO _____ Risk Management *Jim*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
1 original to GSA and 2 originals to Chris @ Social Services for distribution. Electronic copy to Lisa @ Risk Management

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 4D

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes: _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____ of _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (this "Second Amendment") is made as of _____, 2013 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY ("Contractor").

A. County and Contractor executed an agreement (the "Original Agreement") dated as of July 1, 2011 whereby Contractor agreed to provide certain anti-child abuse prevention services to the community through the Community Based Child Abuse Prevention (CBCAP) Program, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment dated July 1, 2012. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

B. County and Contractor desire to modify the Agreement as set forth in this Second Amendment.

NOW, THEREFOR, the parties agree as follows:

1. Section 5.1 shall be modified to read as follows:

"Compensation to Contractor shall be paid on a time-and materials basis, with a cost-not-to-exceed limit of \$27,949, in accordance with the fee schedule and list of reimbursable expenses set forth on Attachment B attached to this Second Amendment and incorporated by this reference. In no event shall total compensation to Contractor under this Agreement exceed the sum of \$27,949. If the State allocation changes during the term of the Agreement, an amendment will be submitted for approval that changes the amount of compensation under this agreement to an amount not to exceed the State allocation.

Contractor will submit itemized invoices as follows:

Quarter ending September 30, 2012	NO LATER THAN October 31, 2012
Quarter ending December 31, 2012	January 31, 2013
Quarter ending March 31, 2013	April 30, 2013
Quarter ending June 30, 2013 (inclusive)	June 17, 2013"

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

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

COUNTY:
COUNTY OF AMADOR

CONTRACTOR:
AMADOR-TUOLUMNE COMMUNITY
ACTION AGENCY

BY: _____
Richard M. Forster, Chairman
Board of Supervisors

BY: Shelly Hance
Shelly Hance, Executive Director

Federal I.D. No.: 94-276-5408

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott, County Counsel

BY: _____

Operating costs				
Office/program Supplies/duplication costs	Includes office supplies, copying fees, program and outreach supplies, postage, household supplies		2,700 CBCAP 700 CAPIT 100 PSSF Total: 3,500	3,500
Space costs	Includes rent, utilities, maintenance, communications, technology	9,243 CHAT Total: 9,243	3,000 CBCAP 2,800 CAPIT 100 PSSF Total: 5,900	15,143
Liability Insurance	Includes liability (not auto, health)		22 CBCAP 56 CAPIT 22 PSSF Total: 100	100
Training	Nurturing Parent program training for program staff		2,000 CBCAP 539 CAPIT 239 PSSF Total: 2,778	2,778
Travel	Staff mileage costs for home visiting and to transport clients to counseling appointments and other mental health services @ .51 per mile	2,000 ACBH Total: 2,000	1,460 CAPIT 1,000 PSSF Total: 2,460	4,460
Educational Materials	Nurturing Parent program curriculum including participant handouts		1,800 CBCAP 100 CAPIT 100 PSSF Total: 2,000	2,000
Evaluation costs	Nurturing Parent participant pre and post assessments		450 CBCAP 350 CAPIT 100 PSSF Total: 900	900
	Total non-personnel	11,243	17,638	28,881
Agency Indirect @ 10.5%	Federally approved indirect cost rate determined by formal accounts analysis and comparison required by the Department of Health and Human Services approval process.	7,127 CHAT 6,142 Cowell/ACBH Total: 13,269	2,656 CBCAP 5,252 CAPIT 1,286 PSSF Total: 9,194	22,463
	TOTAL BUDGET	143,637	96,753	240,390
	TOTAL CBCAP		27,949	
	TOTAL CAPIT		55,272	
	TOTAL PSSF		13,532	

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: February 5, 2013

Agmt

From: Aaron Brusatori, P.E.
(Department Head - please type)

Phone Ext. 429

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>02/12/13</u>	

Department Head Signature *Aaron Brusatori*

Agenda Title: First Amendment - Consultant Agreement Drake Haglan and Assoc. - 4 Bridges

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The first amendment is prepared to make two changes to our contract with Drake Haglan and Associates. The first change is to include updated language changes to Attachment F, as required by our funding source. The second change is to correct the value of the fixed fee that was included in section 6.2 of the approved agreement. The value currently in section 6.2 represents the total contract value, not the fixed fee portion.

Recommendation/Requested Action:
Approval of Amendment 1 to the Drake Haglan and Associates contract and endorsement by the Chairman.

Fiscal Impacts (attach budget transfer form if appropriate) None Staffing Impacts None

None	
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Review? N/A <input type="checkbox"/>	Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Name _____	Ordinance Attached Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Committee Recommendation: _____	Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor *EJD* GSA Director *Hop*

CAO _____ Risk Management *SM*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
DOT & PW; Risk (Electronically)

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 4E

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department For meeting of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN
COUNTY OF AMADOR AND DRAKE HAGLAN AND ASSOCIATES, INC.

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN
COUNTY OF AMADOR AND DRAKE HAGLAN AND ASSOCIATES, INC. (this
"First Amendment") is made as of February _____, 2013 by and between
COUNTY OF AMADOR, a political subdivision of the State of California
("County") and DRAKE HAGLAN AND ASSOCIATES INC., a California
corporation ("Consultant").

RECITALS

A. County and Consultant executed an agreement (the "Original Agreement") dated as of December 18, 2012 whereby Consultant agreed to provide professional consulting services upon request from County, upon the terms and conditions set forth in the Original Agreement.

B. County and Consultant desire to modify the Original Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The first sentence in Subsection 6.2 shall be amended to read as follows:

"In addition to the allowable incurred costs, the County will pay the Consultant a fixed fee of \$92,159.07."

2. Attachment "F" of the Original Agreement is replaced in its entirety with Attachment "F" attached to this First Amendment and incorporated herein.

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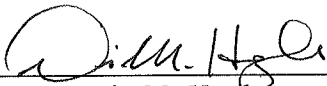
3. Except as set forth in this First Amendment, the Original Agreement shall remain unmodified and in full force and effect.

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

COUNTY:
COUNTY OF AMADOR

CONSULTANT:
DRAKE HAGLAN AND ASSOCIATES, INC.


BY: _____
Chairman, Board of Supervisors

BY:  _____
Dennis M. Haglan
President

Federal I.D. No.: 26-0747074

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

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF AMADOR

BY:  _____

BY: _____

ATTACHMENT F

FEDERAL DEPARTMENT OF TRANSPORTATION REQUIREMENTS CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

Notwithstanding anything to the contrary contained in the Agreement, including the other Attachments/Exhibits attached thereto, the following provisions shall apply if funding for the Services is provided, in whole or in part, from the California State Department of Transportation (Caltrans) or the United States Department of Transportation:

1. Discrimination

- a. The County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The County shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The County's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the County of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 81 U.S. 1001 and/or the program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- b. Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

2. Project Personnel

All inquiries during the term of this Agreement will be directed to the project representatives identified below:

County Project Manager:

Aaron Brusatori 209-223-6429 abusatori@amadorgov.org

County Contract Administrator:

Barbara Belvoir 209-223-6429 bbelvoir@amadorgov.org

Consultant Project Manager:

Dennis Haglan 916-363-4210 dhaglan@drakehaglan.com

3. Changes in the Work

In addition to the provisions of Section 3 in the Agreement, the parties agree that there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by the County's Project Manager.

4. Dispute Resolution

a. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement between the parties shall be decided by a committee consisting of County's Project Manager and County's Director of General Services, who may consider written or verbal information submitted by Consultant.

b. No later than thirty (30) days after completion of the Work, Consultant may request in writing review by the County's Board of Supervisors of unresolved claims or disputes, other than audit.

c. Neither the pendency of a dispute nor its consideration by the committee will excuse Consultant from its obligation to fully and timely perform the Work in accordance with this Agreement.

5. CONSULTANT'S ENDORSEMENT. The responsible engineer of design professional shall sign all plans, specifications, estimates and engineering data furnished by him or her and, where appropriate, indicate his or her California registration number.

6. CERTIFICATIONS. Consultant shall execute the following certifications: Exhibit 10-F (Certification of Consultant, Commissions and Fees), Exhibit

10-P (Nonlobbying and Suspension Certification), Exhibit 12-E (Debarment and Suspension Certification), and Exhibit 17-F (Final Report-Utilization of DBE) All references in this paragraph are to the CalTrans Local Assistance Procedures Manual.

7. Prompt Payment

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

8. Release of Retainage

The Consultant agrees further to release retainage payments, if any, to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subconsultants.

9. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

10. Administrative Remedies.

Consultant's failure to make good faith efforts to comply with the County's DBE program shall be considered a material breach of this Agreement and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

11. Disadvantaged Business Enterprise (DBEs) Participation.

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

- a. Non-Discrimination: Consultant shall not discriminate on the basis of

race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County may deem appropriate.

- b. Goals: The Underutilized DBE (UDBE) participation goal for this Agreement is 2.59 percent. The Consultant must meet the UDBE goal or document a good faith effort to meet the goal. Participation by DBE Prime and Sub-consultants shall be in accordance with the information contained in the Bidder/Proposer DBE Information Form ADM 0227F, attached hereto and incorporated by reference into this Agreement.
 - (1) Consultant shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations in the award and administration of federally assisted contracts. The regulations in their entirety are incorporated herein and by reference.
 - (2) Each subcontract signed by Consultant in the performance of this Agreement must include an assurance that Consultant and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement.
- c. Prompt Payments of Withheld Funds to DBE and Non-DBE Subcontractors: Consultant shall pay to subcontractor(s) all moneys withheld in retention from the subcontractor within thirty (30) days from receiving payment from the County for work satisfactorily completed, even if other work is not completed and has not been accepted in conformance with the terms of the contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or non-payment to the Consultant or deficient subcontract performance or noncompliance by a subcontractor.
- d. Records: Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to the County.
- e. Termination of a DBE: In conformance with Federal DBE regulation Section 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, Consultant shall not:
 - (1) Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Project Manager of the County to perform the work with other forces (other than Consultant's own personnel) or to obtain

materials from other sources; and

- (2) If a DBE subcontractor is terminated or fails to complete its work for any reason, Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.
 - (3) Noncompliance by Consultant with the requirements of this paragraph is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as the County deems appropriate.
- f. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Consultant in writing with the date of certification. Consultant shall then provide to the Project Manager of the County written documentation indicating the DBE's existing certification status.

12. National Labor Relations Board Certification.

Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

13. Americans with Disabilities Act (ADA) of 1990.

By signing this Agreement, Consultant assures the County that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

14. Drug-Free Certification.

By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Consultant who works under this Agreement shall:
- (1) Receive a copy of Consultant's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Consultant's Statement as a condition of employment on this Agreement.

15. Union Organizing.

By signing this Agreement, Consultant hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

- a. Consultant will not assist, promote, or deter union organizing by employees performing work on this Agreement.
- b. No funds received from the County under this Agreement shall be used to assist, promote, or deter union organizing.
- c. Consultant will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.
- d. If Consultant incurs costs, or makes expenditures to assist, promote, or deter union organizing, Consultant will maintain records sufficient to show that no reimbursement from the County funds has been sought for these costs, and Consultant shall provide those records to the County upon request.

16. Debarment, Suspension, and Other Responsibilities.

Consultant warrants that it:

- a. The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension,

debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

- b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

17. Political Reform Act Compliance.

Consultant is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by the County, as provided for in the Conflict of Interest Code for the County, shall promptly file economic disclosure statements for the disclosure categories determined by the County, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

18. Prohibition of Expending State or Federal Funds for Lobbying.

- a. Consultant certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. Campaign Contribution Disclosure. Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment G.

20. Cost Principles. Consultant understands and agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by Consultant to County. Any subcontract entered into by Consultant relating to this Agreement, shall bind the subcontractor to all of the provisions of this paragraph by incorporating the provisions of this paragraph in any such subcontract, and substituting the name of the subcontractor in place of the word "Consultant" where it appears in this paragraph.

21. Funding Requirements. This agreement is valid and enforceable only if sufficient funds are made available to the County for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions limitations, conditions, or any statute enacted by the Congress, State Legislature, or County Board of Supervisors that may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

22. Equipment Purchase.

- a. Prior Authorization in writing, by the County's Project Manager shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered by

Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the County's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- c. Any equipment purchased as a result of this Contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, the Consultant may either keep the equipment and credit the County in an equal amount to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County."
- d. All subcontracts in excess of \$25,000 shall contain the above provisions.

23. Confidentiality of Data.

- a. All financial, statistical, personal, technical, or other data and information relative to the County's operations, which are designated confidential by the County and made available to the Consultant in order to carry out this Contract, shall be protected by the Consultant from unauthorized use and disclosure.
- b. Permission to disclose information on one occasion, or public hearing held by the County relating to the Contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.
- c. The Consultant shall not comment publicly to the press or any other media regarding the Contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.
- d. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Contract without prior review of the contents thereof by the County, and receipt of the County's written permission.
- e. All information related to the construction estimate is confidential, and shall not be disclosed by the Consultant to any entity other than the County.

- f. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

24. Rebates, Kickbacks, or Other Unlawful Consideration. The Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: **Board of Supervisors**

Date: January 24, 2013

Misc. Appts. Resigns.

From: John Plasse, Supervisor District I

Phone Ext. 470

(Department Head - please type)

Department Head Signature

John Plasse

Agenda Title: Planning Commission

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Approval of the re-appointment of Mr. Ray Lindstrom, as the District I Planning Commissioner for a term of four years.

The term of office of each member shall be co-terminous with each term of office of the nominating Supervisor so that the member's term of office shall automatically terminate at the end of each term of office of the nominating Supervisor. In order, for the member to serve another term of office, the member must be nominated and appointed for the succeeding term of office.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman

Counsel

Go

Auditor

GSA Director

Hog

CAO

Risk Management

JMT

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Planning Department; Appointee; Committee Clerk to update database and files

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

6A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes:

Resolution

Ordinance

Other:

Noes

Resolution

Ordinance

Absent:

Comments:

Distributed on

A new ATF is required from

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by

Department

ATTEST:

For meeting

Clerk or Deputy Board Clerk

of

Save ...

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: **Board of Supervisors**

Misc. Appts / Resign

Date: January 25, 2013

From: Richard M. Forster, Chairman

Phone Ext. 470

(Department Head - please type)

Department Head Signature

Richard M. Forster

Agenda Title: Planning Commission

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Approval of the re-appointment of Mr. Dave Wardall, District II Planning Commissioner for a term of four years.

The term of office of each member shall be co-terminous with each term of office of the nominating Supervisor so that the member's term of office shall automatically terminate at the end of each term of office of the nominating Supervisor. In order, for the member to serve another term of office, the member must be nominated and appointed for the succeeding term of office.

Recommendation/Requested Action:
Approval

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
---	------------------

Is a 4/5ths vote required? Yes No

Committee Review? N/A <input type="checkbox"/> Name _____ Committee Recommendation: _____	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Ordinance Attached Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Comments: _____
--	---

Request Reviewed by:

Chairman _____	Counsel _____
Auditor <u>EJd</u>	GSA Director _____
CAO _____	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Planning Department; Appointee; Committee Clerk to update database and files

FOR CLERK USE ONLY

Meeting Date <u>February 12, 2013</u>	Time <u>9 a.m.</u>	Item # <u>6A</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

Distributed on _____ Completed by _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
--	---	--

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: **Board of Supervisors**

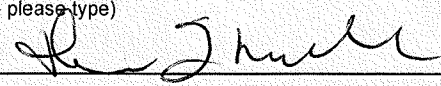
Misc. appts / Resign.

Date: January 25, 2013

From: Theodore F. Novelli, Supervisor District III
(Department Head - please type)

Phone Ext. 470

Department Head Signature



Agenda Title: Planning Commission

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Approval of the re-appointment of Ms. Denise Tober, District III Planning Commissioner for a term of four years.

The term of office of each member shall be co-terminous with each term of office of the nominating Supervisor so that the member's term of office shall automatically terminate at the end of each term of office of the nominating Supervisor. In order, for the member to serve another term of office, the member must be nominated and appointed for the succeeding term of office.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor EJA

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Planning Department; Appointee; committee Clerk to update database and files

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

6A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: **Board of Supervisors**

Misc.
Appts/Resign.

Date: January 25, 2013

From: Louis D. Boitano, Supervisor District IV
(Department Head - please type)

Phone Ext. 470

Department Head Signature

Louis D. Boitano

Agenda Title:

Planning Commission

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Approval of the re-appointment of Mr. Andy Byrne, District IV Planning Commissioner for a term of four years.

The term of office of each member shall be co-terminous with each term of office of the nominating Supervisor so that the member's term of office shall automatically terminate at the end of each term of office of the nominating Supervisor. In order, for the member to serve another term of office, the member must be nominated and appointed for the succeeding term of office.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

Committee Review?

N/A

Name

Committee Recommendation:

Comments:

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)

Planning Department; Appointee; Committee Clerk to update database and files

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

6A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes:

Resolution

Ordinance

Other:

Noes

Resolution

Ordinance

Absent:

Comments:

Distributed on

A new ATF is required from

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by

Department
For meeting
of

ATTEST:

Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: Board of Supervisors

Date: January 25, 2013

Misc. Appts/Resign

From: Brian Oneto, Supervisor District V

Phone Ext. 470

(Department Head - please type)

Department Head Signature

Brian Oneto

Agenda Title:

Planning Commission

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Approval of the re-appointment of Mr. Raymond G. Ryan, as the District V Planning Commissioner for a term of four years.

The term of office of each member shall be co-terminous with each term of office of the nominating Supervisor so that the member's term of office shall automatically terminate at the end of each term of office of the nominating Supervisor. In order, for the member to serve another term of office, the member must be nominated and appointed for the succeeding term of office.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

EJS

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Planning Department; Appointee; Committee Clerk to update database and files

FOR CLERK USE ONLY

Meeting Date

February 12, 2013

Time

9 a.m.

Item #

6A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Misc. Appts/Resign.

Date: January 29, 2013

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>February 12, 2013</u>	

From: Brian Oneto, Supervisor District V
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Commission on Aging

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of the appointments of the following individuals to serve on the subject Board for three (3) year terms effective February 12, 2013 through February 11, 2016.

Approval of the re-appointment of Mr. Ron Regan, Member-At-Large; appointment of Sharon McVickers (alternate).

Approval of the re-appointment of Mr. Al Lennox, Member-At-Large

Approval of the appointment of Wendy Mathis, Member-At-Large

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
Resolution Attached: Yes No N/A
Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel *[Signature]*

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Committee Clerk; Appointees; Laurie Webb at Senior Center, 229 New York Ranch Road, Jackson, CA 95642

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 6B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
February 12, 2013	

To: Board of Supervisors

Date: January 29, 2013

Misc. Appts/Resign.

From: Richard M. Forster, Chairman
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Administrative Abatement Hearing Board

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Chairman's designees to subject Board are Supervisors John Plasse as (regular member) and Louis Boitano (alternate).

Approval of the re-appointments of the following individuals to the subject Board for two (2) year terms from February 12, 2013 through February 11, 2015. Captain Brian Middleton (Sheriff's Designee - regular member); Deputy Sheriff Ray Marchant (alternate); Joe Lowe, County Auditor (Elected official); Mark Bonini, Chief Probation Officer (alternate).

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel CG

Auditor EDL

GSA Director KOP

CAO [Signature]

Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Code Enforcement Officer; Sheriff's Office; Committee clerk to update database, files, send letters to all appointees

FOR CLERK USE ONLY

Meeting Date February 12, 2013 Time 9 a.m. Item # 6C

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
Completed by _____
of _____

A new ATF is required from _____
Department _____
For meeting _____
of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
ATTEST: _____
Clerk or Deputy Board Clerk