

# 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:	
May 28, 2013	

To: Board of Supervisors  
 Date: May 22, 2013

Agmt.

From: Aaron Brusatori, Community Dev. Agency Phone Ext. x429  
 (Department Head - please type)

Department Head Signature [Signature]

Agenda Title: Contract Renewal for Arc of Amador to Provide Recycling Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The clients of Arc of Amador have been providing recycling services in Amador County for more than 20 years and have been under contract with the County Waste Management Department for nearly 10 years. The experienced folks at the Arc are considered pioneers in recycling services and have provided exemplary service throughout their tenure of service to the County. This contract continues the positive and mutually beneficial relationship between the Arc and the County for two years. The Waste Management Department will utilize SB 332 grant funds from the California Refund Value (CRV) collected on covered beverage containers to fund the contract.

Recommendation/Requested Action:  
Approve Renewal of Contract with Arc of Amador

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts \_\_\_\_\_

Use of SB 332 grant funds  
 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? Name \_\_\_\_\_ N/A   
 Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:  
 Chairman \_\_\_\_\_ Counsel GC  
 Auditor \_\_\_\_\_ GSA Director HOP  
 CAO \_\_\_\_\_ Risk Management [Signature]

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

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # MF

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

**AGREEMENT BETWEEN AMADOR COUNTY AND THE ARC  
FOR SERVICING OF RECYCLE BINS**

THIS AGREEMENT FOR SERVICING OF RECYCLING BINS (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 THE ARC, a California non-profit corporation ("Contractor").

RECITALS

A. County has received or will receive certain funds from the Department of Conservation ("DOC") of the State of California in conjunction with DOC's S.B. 332 City/County Payment Program, for use in furthering recycling efforts within Amador County.

B. Contractor provides staffing, transportation and equipment necessary to service recycling bins located in various locations by collecting recycled materials for delivery to processing facilities.

C. County desires to engage Contractor, and Contractor desires to be engaged by County, to service specified recycling bins in designated areas of Amador County, upon the terms and conditions set forth in this Agreement.

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

1. **SERVICES TO BE RENDERED BY CONTRACTOR.** Contractor shall provide transportation, materials and personnel to service recycling bins for the collection aluminum cans, plastic bottles, and glass in accordance with the following conditions:
  - 1.1 Contractor shall weekly collect all materials from the County's recycling bins (the "Bins") and shall provide for and replace clean plastic bags for each Bin in the following locations (the "Sites"): Volcano Park, Pine Grove Elementary School, Pine Grove Park, Upcountry Community Center in Pine Grove, Amory Hall in Volcano, Pioneer Elementary School, County General Services Building, Gas Station located at County General Services, County Administration Building, and County Health and Human Services Building.
  - 1.2 Contractor shall maintain the areas immediately surrounding the Bins free from debris.
  - 1.3 Contractor shall transport all materials collected to a processor for recycling, and shall properly deposit as refuse any collected material that is not recyclable.
  - 1.4 Contractor shall obtain volume reports from each processor to which recycled materials are delivered, and shall submit such reports to County on a monthly basis.

2. CHANGES IN SCOPE OF SERVICES. Only the County Board of Supervisor has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or such designated members of the Board shall be null and void.
3. TERM, TERMINATION OF AGREEMENT. This Agreement shall terminate two years from the date of this Agreement unless extended by mutual agreement of the parties. County reserves the right to terminate, cancel, suspend, or abandon the execution of all or any part of the Work contemplated by this Agreement with or without cause on seven (7) days written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

This Agreement may also be immediately terminated by County upon written notice to Contractor in the event Contractor or any of its employees fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

4. COMPENSATION TO CONTRACTOR. County shall pay to Contractor the sum of \$42.00 per hour for its weekly servicing of the Sites, not to exceed \$84.00 per round trip once per week. In addition to any money received from County, Contractor shall be entitled to retain any monies received from the processor to which the recycled materials are delivered.
5. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
6. SUPERVISION OF THE WORK.
  - 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
  - 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

7. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
  
8. LICENSES, PERMITS, AND LEGAL AND REGULATORY COMPLIANCE. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
  
9. INSURANCE.
  - 11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
    - 9.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.
    - 9.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.
    - 9.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars \$1,000,000 per occurrence and Two Million Dollars \$2,000,000 annual aggregate. If Professional Liability insurance is written on a claims made form, Consultant shall maintain and provide evidence of such insurance for a period of

at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

9.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. In the event the insurance coverage expires at any time or times during the term of this contract, Consultant agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

9.3 Certificates of insurance must include the following provisions:

9.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

9.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

9.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

9.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

9.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
11. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.
12. PUBLIC RECORDS ACT DISCLOSURE. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Consultant has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by Consultant if disclosure is deemed by County to be required by law or by court order.
13. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

14. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/Policies> which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as Attachment A.
15. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor:   The Arc  
   Attn: Shawna Molina, Executive Director  
   75 Academy Drive  
   Sutter Creek, CA 95685

To County:   Amador County Public Works  
   810 Court Street  
   Jackson, CA 94642

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

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

16. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
17. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
18. 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.

19. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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

COUNTY:

CONTRACTOR:

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

Richard M. Forster  
Chairman, Board of Supervisors

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

Shawna Molina  
Executive Director

Federal I.D. No.: 23-7312930

APPROVED AS TO FORM:  
GREGORY GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

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

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

Deputy



**ATTACHMENT A**

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY  
AND DRUG & ALCOHOL TESTING POLICY FOR  
FOR CONTRACTORS**

The undersigned, authorized signatory for \_\_\_\_\_ (the  
“Contractor”), certifies as follows:

1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Contractor’s officers, subcontractors, and agents who perform services pursuant to the Agreement to which this Attachment “C” is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

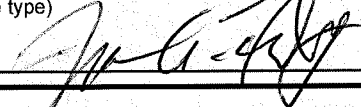
Title: \_\_\_\_\_

# 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:	
May 28, 2013	

To: **Board of Supervisors**  
 Date: May 21, 2013

From: James Foley, Health & Human Services Director Phone Ext. 625  
 (Department Head - please type)

Department Head Signature 

Agenda Title: 2014 Title X Federal Funding Exhibits - Statement of Compliance and Certificate of Debarment

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

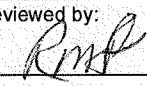



Annual renewal of the Federal Title X Family Planning Program funding for calendar year 2014 requires a Statement of Compliance (Exhibit A) to certify that the applicant will comply with all Title X regulations and a Certificate of Debarment (Exhibit F) certifying that neither the County or it's principals is presently debarred or suspended.

Recommendation/Requested Action:  
**Authorize chairman to sign Exhibits A and F.**

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

Is a 4/5ths vote required?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached:      Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached:      Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached:      Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Review?      N/A <input checked="" type="checkbox"/> Name _____ Committee Recommendation: _____	Comments: <u>Exhibits attached.</u>

Request Reviewed by:

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 Return to the attention of Penny Stone at Public Health.

### FOR CLERK USE ONLY

Meeting Date <u>May 28, 2013</u>	Time <u>9 a.m.</u>	Item # <u>46</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
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.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	Department _____	
_____	For meeting of _____	

Save

**Exhibit A**  
**(Assurance of Compliance)**

**Agency Number:** 508000

**Agency Name:** Amador County Public Health Department

**A. Assurance of Compliance by Agency**

This exhibit certifies that the applicant will comply with all Title X Regulations. Applicant must submit the completed form with original signature.

Amador County Public Health Department assures that it will:

1. Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.
2. Provide services in a manner which protects the dignity of the individual.
3. Provide services without regard to religion, race, color, national origin, disability condition, age, sex, number of pregnancies, or marital status.
4. Not provide abortions as a method of family planning.
5. Provide that priority in the provision of services will be given to persons from low income families.
6. Protect all personal health information as per the HIPAA guidelines.

Amador County Public Health Department certifies that it will:

7. Encourage family participation in the decision of the minor seeking family planning services.
8. Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.
9. Comply with Title X regulations consistently at all sites included in the program.

**Original Signature:** \_\_\_\_\_

**Name:** Richard Forster

**Title:** Chairman, Board of Supervisors

**Date:** 5/28/2013

## Exhibit F

### F. Certificate of Debarment

The certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Code of Federal Regulations Title 45, Part 76 Government wide Debarment and Suspension (Nonprocurement).

(1) Your agency certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Agency Name:** Amador County Public Health Department

**Name of Contact:** Penny Stone

**Name and Title of Contractor's Authorized Representative:**

Richard Forster, Chairman, Board of Supervisors

**Signature:**

---

1. By signing and submitting this proposal, your agency is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 28, 2013

Agmt.

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

Meeting Date Requested:

05/28/13

From: James Foley

(Department Head - please type)

Phone Ext. 625

Department Head Signature *James Foley*

Agenda Title: Agreement between the County of Marin and Amador County

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Adopt resolution approving the agreement between Amador County and Marin County relative to administrative services for the Medi-Cal Administrative Activities (MAA) and the Targeted Case Management (TCM) programs. This is a two year agreement with the amount per year passed on the sliding participation fee scale approved by the LGA Consortium.

Recommendation/Requested Action:

Please approve the attached Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Yearly budgeted fee \_\_\_\_\_

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 *RMA*

Counsel *GO*

Auditor \_\_\_\_\_

GSA Director *Hop*

CAO \_\_\_\_\_

Risk Management *AS*

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

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 44

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

**AGREEMENT  
Between the  
COUNTY OF MARIN  
and  
AMADOR COUNTY**

THIS AGREEMENT is made and entered into by and between the COUNTY OF AMADOR, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF MARIN, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to extend health services to local residents, through the provision of Medi-Cal Administrative Activities (MAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to provide health services to its local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A which is part of this AGREEMENT; and

WHEREAS, HOST ENTITY was selected by LGA Consortium to collect and disburse LGA participation fees; and

WHEREAS, the Marin County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. HOST ENTITY, Responsibilities: HOST ENTITY shall perform duties listed in attached Exhibit A.
- II. LGA Responsibilities: LGA shall perform duties listed in attached Exhibit A.
- III. HOST ENTITY is the "host entity" only for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund, as described in the terms of this Agreement. In return for this host entity responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- IV. With the exception of Marin County claims, HOST ENTITY will not be responsible for producing claims, altering data or providing other materials related to LGA, as required by the State, to process LGA MAA or TCM claims. Additionally, HOST ENTITY will not be financially responsible for paying any participation fee or other costs for any LGA which has failed to pay the total amount of its fee in a timely manner.
- V. With the exception of audit exceptions arising from Marin County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA AND TCM trust funds and public funds, generally, in the collection and disbursement of funds for the MAA and TCM trust fund pursuant to the terms of this Agreement

- VI. Insurance and Indemnification: Each of the parties of this Agreement is an entity which is self-insured and/or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/or omissions in the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this Agreement, but only in proportion to and to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.
- VII. Termination: Either LGA or HOST ENTITY may terminate this AGREEMENT upon thirty (30) days written notice.
- VIII. Effective Date of AGREEMENT: This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2013 through June 30, 2015
- IX. Extent of Contractual Documents: This AGREEMENT shall consist of this basic document and Exhibit A - "Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management," attached hereto and incorporated into this AGREEMENT.

"HOST ENTITY"  
Duly Authorized

COUNTY OF MARIN

By \_\_\_\_\_  
Larry Meredith, PhD, Director  
Health and Human Services  
County of Marin

"LGA"  
Duly Authorized

COUNTY OF AMADOR

By \_\_\_\_\_  
Name Richard M. Forster  
Title Chairman, Board of Supervisors  
Address 810 Court Street  
Jackson, CA 95642

## EXHIBIT A

### AGREEMENT CONCERNING MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

#### HOST ENTITY will:

1. Prepare and transmit Host Entity/LGA AGREEMENT and invoice to the LGA in the amount identified in the sliding participation fee scale approved by the LGA Consortium, due and payable no later than March 31, 2014 for the fiscal year 2013/2014 and March 31, 2015 for fiscal year 2014/2015.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely to hold funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Services to coordinate administration of the MAA/TCM programs for the LGA.
4. Pay the California State Department of Health Services (DHS) for FY 2013/2014 and FY 2014/2015 MAA/TCM administrative costs as agreed to by the LGA, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by DHS.
5. Pay the LGA MAA/TCM consultant of FY 2013/2014 and 2014/2015 costs as agreed to by LGA, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA MAA/TCM Consultant.

#### LGA will:

1. Pay HOST ENTITY Fee by March 31, 2014 for FY 2013/2014, upon receipt of invoice for MAA/TCM participation fee.
2. Pay HOST ENTITY Fee by March 31, 2015 for FY 2014/2015, upon receipt of invoice for MAA/TCM participation fee.
3. Be financially responsible for all MAA/TCM claims of LGA, including any audit exceptions.
4. Be responsible for producing claims, altering data or providing other materials necessary to process LGA MAA or TCM claim.



# AGENDA TRANSMITTAL FORM

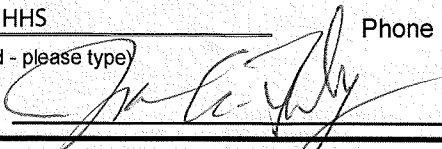
To: Board of Supervisors

Date: May 14, 2013

Agmt.

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

Phone Ext. 412

Department Head Signature 

<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>28</u>	
<u>05/14/2013</u>	
<u>AC</u>	

Agenda Title: Davis Guest Home and Amador County Behavioral Health 2nd Amendment FY 2013-2014

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this 2nd amendment with Davis Guest Home to provide a residential care facility to our Amador County psychiatric adult clients.

This agreement changes the term and fee schedule.

Recommendation/Requested Action:

**Approval of Amendment**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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 \_\_\_\_\_

Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

Please return two original Amendments to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 41

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 _____		

## 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 LONNY DAVIS, individually and d.b.a. DAVIS GUEST HOME, INC., a California corporation (the "Contractor").

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of June 26, 2012 whereby Contractor agreed to provide a residential care facility using a system of augmented support services to assist seriously mentally ill clients upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Service Agreement dated as of February 26, 2012.

B. County and Contractor desire to further modify the Original Agreement as set forth in this Second Amendment. The Original Agreement, as amended by the First Amendment and this Second Amendment shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effective through June 30, 2014.

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

### **ATTACHMENT B – FEE SCHEDULE**

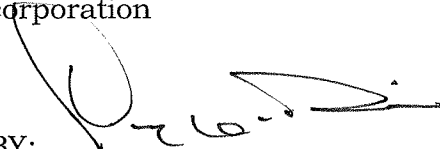
3. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY OF AMADOR

LONNY DAVIS, individually and d.b.a.  
DAVIS GUEST HOME, INC., a California  
corporation

BY: \_\_\_\_\_  
Richard M. ~~Foster~~ Forster  
Chairman, Board of Supervisors

BY:  \_\_\_\_\_  
LONNY DAVIS  
Federal I.D. No.: 94-2532667

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Gregory Gillott

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

**ATTACHMENT B – FEE SCHEDULE**

**Fiscal Year 2013-2014 Rate Sheet**

**Transitional Rate Program/ Services:**

\$ 993.00 SSI \*  
\$ 1,013.00 SSI/SSA\*  
\$ 80.00 Daily Patch Rate

\*The resident's SSI/SSI monthly residential board and care rate is currently \$993.00/\$1,013.00 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In Special Situations Davis Guest Homes may require an adjustment to the daily rate based  
Upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios.

This contract shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) during Fiscal Year 2013/2014.

**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:	
05/28/13	

To: **Board of Supervisors**

Date: May 6, 2013

From: James Foley, Director Phone Ext. 625  
(Department Head - please type)

Department Head Signature *[Handwritten Signature]*

Agenda Title: Agreement with UC Davis for Department of Social Services employee training

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

This is the annual agreement between U.C. Davis and Amador County Social Services relative to providing eligibility services training during fiscal year 2013-2014.

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

Comments: \_\_\_\_\_

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GG*

Auditor \_\_\_\_\_ GSA Director *[Handwritten]*

CAO \_\_\_\_\_ Risk Management *[Handwritten]*

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

**FOR CLERK USE ONLY**

Meeting Date May 28, 2013 Time 9 a.m. Item # 4J

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



UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

Agreement #EW-2013-02

Training Services Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and AMADOR COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives;

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2013 through June 30, 2014. All courses must be completed by June 30, 2014.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$250,000
      - b) Per accident \$500,000
    - 2) Property damage \$50,000
  - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

AMADOR COUNTY

By 

By \_\_\_\_\_

Name Dennis Pendleton  
Title Dean, UC Davis Extension

Name Richard M. Forster  
Title Chairman, Board of Supervisors

Date 4/10/13

Date \_\_\_\_\_

FEIN: 94-6036494

APPROVED AS TO FORM:


  
Gregory Gillott  
Amador County Counsel



EXHIBIT A

**TRAINING PROGRAM**

1. 6.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum. One training unit is equivalent to 6 hours of on-site training.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Off-site coordination of training.
  - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - i. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 23,700.00
University's in-kind contribution	\$ 2,370.00
User's share of cost	\$ 21,330.00

# 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:	
05/28/13	

To: Board of Supervisors

Date: May 16, 2013

*Misc.*

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

Phone Ext. X759

Department Head Signature \_\_\_\_\_

Agenda Title: Award Bid #13-06 Personal Protective Equipment sets for AFD

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

On Thursday, May 9, 2013 at 1:30 PM bids for (16) Personal Protective Equipment sets for Amador Fire Protection District - Bid #13-06, were received, opened and read publicly. Cascade Fire Equipment Company was the only Bid received and has been reviewed by AFD.

Recommendation: Award Bid #13-06 to Cascade Fire Equipment Company and authorize the Purchase Agent to issue a Purchase Order in the amount of \$30,706.56 for the purchase of (16) Personal Protective Equipment sets.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

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

Comments: \_\_\_\_\_

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman [Signature]

Counsel CG

Auditor \_\_\_\_\_

GSA Director Hop

CAO \_\_\_\_\_

Risk Management [Signature]

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

GSA-Jon Hopkins; Auditor

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 7A

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 _____		

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 21, 2013

*Misc.*

<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>05/28/13</u>	

From: Greg Gillott Phone Ext. 366  
(Department Head - please type)

Department Head Signature *Greg Gillott*

Agenda Title: California School Cash Reserve Program 2013-2014 Pool Bonds/Certificates of Participation

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Consider and possible action regarding a request to the Board to provide notice that it will refuse to issue Tax and Revenue Anticipation Notes ("TRANS") on behalf of the Amador Unified School District and Office of Education. As has similarly occurred in past years, the affirmative action will allow the District and Office of Education to go forward with issuing their own TRANS to provide for sufficient cash flow.

Recommendation/Requested Action:

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 <u><i>Rut</i></u>	Counsel <u><i>GG</i></u>
Auditor _____	GSA Director <u><i>Hof</i></u>
CAO _____	Risk Management <u><i>Jms</i></u>

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

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 7B

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
--	---	--



BY CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

RECEIVED

MAY 13 2013

AMADOR  
COUNTY COUNSEL

Amador County Board of Supervisors  
c/o Greg Gillott,  
County Counsel  
810 Court Street  
Jackson, California 95642

Michael Ryan,  
Treasurer  
810 Court Street  
Jackson, California 95642

Richard Glock,  
County Superintendent of Schools  
217 Rex Avenue  
Jackson, California 95642

Re: California School Cash Reserve Program  
2013-2014 Pool Bonds/Certificates of Participation

Dear Mr. Gillott, Mr. Ryan, and Mr. Glock:

Pursuant to the provisions of California Government Code Section 53853, we are writing to you on behalf of the county boards of education, school districts and community college districts listed on Schedule I attached hereto (as used hereinafter, the "Districts") that do not have fiscal accountability status.

The Districts have elected to participate in a cash flow borrowing program (the "Program") sponsored by the California School Boards Association Finance Corporation. As in prior years, the Program is structured to provide participating county boards of education, school districts and community college districts with economies of scale by reducing the staff time and issuance costs incurred in tax and revenue anticipation note ("TRAN") borrowings. One or more TRANs are expected to be issued from time to time by or on behalf of each of the Districts and pooled with some or all of the other participating county boards of education, school districts and community college districts in the Program to secure the issuance of Bonds or Certificates of Participation ("COPs"), depending on market conditions. If Bonds are selected, they would be issued by the California School Cash Reserve Program Authority in one or more series of Bonds (a single series of Bonds corresponding to each pool of TRANs if there are more than one), the principal of and interest on which will be paid from principal and interest payments on the



TRANS in the corresponding pool. If COPs are selected, they would be executed by a trustee to evidence and represent proportionate undivided interests in the payments of principal and interest on the TRANS in the corresponding pool. Enclosed is an Executive Summary of the Program prepared by Orrick, Herrington & Sutcliffe LLP, bond counsel, which provides an overview of how the Program is structured.

California Government Code Section 53853 provides that the County Board of Supervisors is to issue TRANS on behalf of county boards of education, school districts and community college districts that have not been accorded fiscal accountability status. However, an exception applies to TRANS issued in conjunction with other TRANS. Under this exception, if the County Board of Supervisors fails to authorize, by resolution, the issuance of a TRANS in the name of a requesting county board of education, school district or community college district within 45 calendar days following its receipt of the resolution requesting that issuance, or if the County Board of Supervisors notifies the county board of education, school district or community college district that it will not authorize that issuance within that 45-day period, then such TRANS may be issued by the requesting county board of education, school district or community college district in its name.

Due to the timing of the Program, we are respectfully requesting, on behalf of the Districts, that the County Board of Supervisors (i) exercise its option to notify the Districts that it will not authorize the issuance of the TRANS of the Districts within the 45-day period, and (ii) provide notice to that effect to the Districts by signing and returning the enclosed form of notice to Orrick, Herrington & Sutcliffe LLP in the enclosed letter-sized self-addressed, stamped envelope. The County's cooperation is greatly appreciated.

Pursuant to California Government Code Section 53853, we are enclosing a CD-Rom containing the resolution adopted by each District's Governing Board approving the borrowing and, as required by California Government Code Section 53853, officially requesting the County Board of Supervisors to adopt a resolution authorizing the issuance of the TRANS on their behalf. However, we would like to emphasize again that we are respectfully requesting, on behalf of the Districts, that the County Board of Supervisors exercise its option to notify the Districts that it will not authorize the issuance of the TRANS of the Districts within the 45-day period so that the Districts may issue the TRANS in their own names under the Program as soon as possible. For your convenience, we are also enclosing the forms of Indenture, Trust Agreement, Certificate Purchase Agreement, Purchase Agreement, Funding Agreement, if applicable, and alternative Credit Agreements (found in the enclosed CD-Rom) which will be used in connection with the Program. These documents are referenced in the resolutions. If you require an original or hard copy of any of the documents, please contact Mary Ellen Kissell at the number below.

If the County Board of Supervisors finds it necessary to issue the TRANS on behalf of the Districts, **please contact Laura Gao at the number below and we will send you the**



**resolutions of the Board of Supervisors approving the issuance of the TRANs for each District. A resolution will need to be adopted for each District. It will be critical to schedule the adoption of these resolutions as soon as possible.**

We note the addition of the financial advisory firm Dale Scott & Company to the financing team for the Program. Dale Scott & Company joins existing partners Orrick, Herrington & Sutcliffe and Piper Jaffray & Co. to continue to deliver the Program's outstanding results and service to California county boards of education, school districts and community college districts. Effective March 25, 2013, Mark Farrell joined Dale Scott & Company and will continue to serve as the primary contact for participants in the Program.

Should you have any questions regarding the enclosed materials, please call the following individuals at Orrick, Herrington & Sutcliffe LLP:

- (1) Laura Gao, Project Manager (213) 612-2131;
- (2) Donald S. Field, Esq. (949) 852-7727;

or the following individuals at Dale Scott & Company:

- (1) Mark Farrell, Senior Financial Advisor (415) 956-1030;
- (2) Mary Ellen Kissell, Controller (415) 956-1030.

On behalf of the Districts, we thank you for your cooperation in effecting a successful financing.

Very truly yours,

DALE SCOTT & COMPANY

cc: Amador County participating districts  
Scott Beck, Kutak Rock LLP

**Amador County**  
**Schedule I**

Amador County Office of Education  
Amador County Unified School District



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May 2013

EXECUTIVE SUMMARY OF THE  
2013-2014 CALIFORNIA SCHOOL CASH RESERVE PROGRAM

We are acting as bond counsel in connection with the California School Cash Reserve Program (the “Program”) in which numerous school districts, community college districts and County boards of education (collectively, the “Districts”) throughout the State of California are participating by the simultaneous issuance of one or more series of tax and revenue anticipation notes (the “Notes”). The Program is being sponsored by the California School Boards Association Finance Corporation.

The resolutions adopted by the participating Districts approve the Program in two alternative structures. The traditional structure involves the issuance of bonds payable from a pool of Notes (see Traditional Structure: Pool Bonds below), while the alternate structure would involve the execution of certificates of participation (see Alternate Structure: Certificates of Participation below). The decision as to which structure will be implemented this year will be made based on market conditions.

Traditional Structure: Pool Bonds

Under the traditional structure of the Program, each District issues an initial series of Notes in July 2013 which is sold to a joint powers authority, the California School Cash Reserve Program Authority (the “Authority”). The Authority pools each District’s Notes with Notes of other Districts issued in July 2013 under the Program. The Authority may form more than one pool of Notes, and the Authority sells one or more series of Pool Bonds, each of which is secured by a pool pursuant to an Indenture between the Authority and U.S. Bank National Association, as Trustee. The Pool Bonds would be purchased by Piper Jaffray & Co., as Underwriter, who would in turn sell the Pool Bonds to the investing public.

Under a variation to the traditional structure of the Program, the county board of education of a county will issue one or more series of Notes (“County Board Notes”), and the county superintendent of schools of such county, with the approval of such county board of education, will make temporary transfers and/or conditional apportionments, funded with all or a portion of the proceeds of the applicable series of County Board Notes, to one or more school districts located within such county pursuant to California Education Code Section 42621 or California Education Code Section 42622, respectively, and the obligations of each such school district with respect to such temporary transfers and/or conditional apportionments will be evidenced by a series of Notes issued by such school district. Such county board of education will sell each such series of County





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Board Notes to the Authority as part of the traditional structure of the Program provided that, as additional security for the payment of the applicable series of such County Board Notes, such county board of education will pledge and assign all of its right, title and interest in the related Notes issued by each such school district to the Trustee as assignee of such series of County Board Notes under the traditional structure of the Program.

Following the initial issuance of Notes and corresponding Pool Bonds in July 2013, certain Districts (including ones that did not participate in the July 2013 initial issuance of Notes) may issue subsequent Notes in late 2013 and/or early 2014 depending on cash flow needs of such Districts, which Notes would be purchased by the Authority with the proceeds of additional Pool Bonds.

#### Alternate Structure: Certificates of Participation

Under the alternate structure of the Program, each District would issue an initial series of Notes in July 2013 which would be deposited with the Trustee together with some or all of the Notes issued by other Districts participating in the Program pursuant to a Trust Agreement between such Districts and the Trustee. The Trustee would execute and deliver certificates of participation (the "Certificates") evidencing and representing proportionate undivided interests in the payments of principal of and interest on the Notes. The Certificates would be purchased by the Underwriter for resale to the investing public.

Following the initial issuance of Notes and corresponding Certificates in July 2013, certain Districts (including ones that did not participate in the July 2013 initial issuance of Notes) may issue subsequent Notes in late 2013 and/or early 2014 depending on cash flow needs of such Districts, which Notes would be deposited with the Trustee pursuant to a Trust Agreement. The Trustee would execute and deliver Certificates and the Certificates would be purchased by the Underwriter for resale to the investing public.

#### Use and Investment of Note Proceeds

Under either structure, the proceeds of each District's Note and the funds used to repay such Note will be invested by the Trustee in the County Treasury of the county in which the District requesting such investment is situated or another type of permitted investment under the Indenture or Trust Agreement; provided, however, that all money held by a county treasurer in a payment account attributable to a series of Notes securing a series of County Board Notes will be invested to the greatest extent possible at such county treasurer's discretion in the applicable county's pooled investment fund and as otherwise permitted by the California Government Code and the investment policy of such county.

#### Credit Enhancement

Under either structure, all or a portion of the payments made by each District on its Notes may be secured by (i) a letter or letters of credit issued by a bank or banks holding the highest short-term rating issued by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services



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LLC business (“S&P”) or Moody’s Investors Service (“Moody’s”), whichever is rating the applicable series of Pool Bonds or Certificates, and/or (ii) a policy of insurance backed by an insurance company holding the highest short-term rating issued by S&P or Moody’s, whichever is rating the applicable series of Pool Bonds or Certificates. At the time each series of Notes is priced, each District will confirm the selection of the type or types of credit enhancement and the designation of a bank or banks or insurance company, if, and as applicable. Either method of securing all or a portion of the payments by all the Districts participating in a particular Pool will enable the corresponding Pool Bonds or Certificates to have the highest short-term rating issued by S&P or Moody’s.

### County Resolution

California law provides that the Board of Supervisors of the County in which a participating District that does not have fiscal accountability status is situated shall issue the Notes in one or more series in the name of the District as soon as possible following receipt of a resolution of the governing board of the District requesting the borrowing (Government Code § 53853). If the Board of Supervisors fails to adopt a resolution authorizing the issuance of the Notes within 45 calendar days following its receipt of the District resolution or notifies the District that it will not do so within the 45-day period, then the District is authorized to issue the Notes in one or more series in its name pursuant to the previously adopted resolution.

The Notes of the District will be payable exclusively from money of the District and no money of the County will ever be used to pay the principal of and interest on the Notes or any expenses relating to the Program. If the Board of Supervisors adopts a resolution of issuance, the County’s sole responsibility is to issue the Notes by directing the appropriate officers of the County to execute the Notes and related closing documents. By the adoption of such a resolution, the County is also recognizing that the District has pledged certain of the District’s moneys to the repayment of the Notes and that the County, upon request of the District, will be obligated to deliver the District’s money on deposit in the County treasury in the amount necessary for the District to satisfy its obligations under the Notes and the resolution. Such obligation is mandated whether or not the County finds it necessary to adopt a resolution of issuance in connection with the Program.

### New Partner to Cash Reserve Program

We note the addition of the financial advisory firm Dale Scott & Company to the financing team for the Program. Dale Scott & Company joins existing partners Orrick, Herrington & Sutcliffe and Piper Jaffray & Co. to continue to deliver the Program’s outstanding results and service to California county boards of education, school districts and community college districts. Effective March 25, 2013, Mark Farrell joined Dale Scott & Company and will continue to serve as the primary contact for participants in the Program.



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Mark Farrell and his team will continue to provide all of the day-to-day support for participants, including providing adoption packages, collecting financial information, and working with participants on their cash flow and TRAN sizing projections. Piper Jaffray & Co., as Underwriter, will continue to lead the marketing and sales of the Pool Bonds or Certificates of Participation to investors.

We hope this letter answers any questions you may have and we look forward to another successful issuance of Notes under the Program. If you have further questions or if there is any way we may be of additional assistance to the County, please contact Donald Field at (949) 852-7727.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By

Donald Field

cc: Vina Guzman, California School Boards  
Association Finance Corporation  
Mark Farrell, Dale Scott & Company

\_\_\_\_\_, 2013

MEMORANDUM TO:

Amador County Office of Education  
Amador County Unified School District

Pursuant to California Government Code Section 53853(b), this will serve as notice that the Board of Supervisors of the County of Amador will not authorize issuance of a Tax and Revenue Anticipation Note ("TRANS") on behalf of the above-named District within 45 calendar days following its receipt of the resolution ("District Resolution") of the above named District. Reference is made to said Section 53853(b) authorizing the above named District to issue TRANS on its own behalf pursuant to the previously adopted District Resolution.

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Clerk of the Board of Supervisors of the  
County of Amador