



**Capitol | PFG**

*Crafting Optimal Financial Solutions*

July 26, 2015

Doug Colucci  
Area Specialist, Area Office  
Rural Development  
United States Department of Agriculture  
9701 Dino Drive, Suite 170  
Elk Grove, CA 95624-4042

RE: *El Dorado County Financing Plan*

Dear Mr.Colucci:

As you may know, Capitol PFG is registered with the Securities & Exchange Commission as Municipal Advisor. The firm and its advisors are qualified to advise El Dorado County on the issuance of debt and related matters. This letter is meant to support El Dorado County's ("County") application for USDA Rural Development financing by illustrating the Interim Financing Plan (Plan) for the proposed El Dorado County Public Safety Facility Project ("Project"). The Plan includes a description of the Interim Financing and a discussion of the revenues that will be available to make debt service payments.

#### Description of Interim Financing

On July 26, 2016, the El Dorado County Board of Supervisors ("Board of Supervisors") will approve the USDA application and consultant contracts for an interim financing. The County anticipates that the interim financing will be in the form of a three year obligation that will take the form of a three year note in the amount of \$60,700,000. It will consist of six semi-annual interest payments and one principal payment that will be paid at maturity. The County will be responsible for making semi-annual payments and will pay costs of issuing the note. The County assumes that the interim financing proceeds will be available for expenditure on January 1, 2017 and that the interim financing will be repaid on January 1, 2020.

#### Repayment Plan

On July 11, 2016, the Board of Supervisors directed staff to move forward with interim financing for a \$60,700,000 Public Safety Facility Project. The approval was based on an up-front County contribution of approximately \$420,000 to pay costs associated with issuing the interim financing and annual costs of approximately of \$910,500. Both the up-front costs and the annual costs have been incorporated in the County's 5 Year General Fund Budget Projection.

The Board of Supervisors has taken steps to implement balanced general fund budget forecasts. Current budget forecasts include three years of annual costs. Annual

costs will be paid during ½ of Fiscal Year 2016-17; during all of Fiscal Years 2017-18 and 2018-19; and ½ of Fiscal Year 2019-2020. Total costs during the three years is approximately \$2,731,500. The budget forecast also incorporates debt service payments on the USDA Rural Development financing for ½ of Fiscal Year 2019-2020 and all of 2020-21. Proceeds from the USDA Rural Development financing will be used to pay the principal balance of the interim financing. We understand that the term of the USDA Rural Development loan will be 40 years.

#### Reserves

In addition to budgeting the up-front and interest costs during fiscal 2016-17, the County has also budgeted reserves of approximately \$44,190,917, including a USDA reserve of approximately \$2.2 million. The County may make additional contributions above annual interim financing costs in future years. Although the 5 Year Budget Projection currently shows that the reserves will be reduced during the 5 Year Budget Projection, available reserves are forecasted to be \$17.6 million in Fiscal Year 2020-21. We believe that the current management and Board of Supervisors will take the actions that may be necessary to maintain adequate reserves during the forecast period.

#### Retention of Underwriter

Upon the Board of Supervisors' approval of the application, our firm will be assisting the County in retaining an underwriter for the purchase of the interim financing. Although the underwriter has not been identified yet, the firm will be qualified and experienced with the planned interim financing. The underwriter will assist us in developing the structure of the interim financing based on the need to minimize repayment costs and meet the County's objectives.

#### Conclusion

The County has demonstrated to us that it has adequate financial resources to make the above payments during the 5 Year Budget Forecast. The Board's action on July 11 to pursue operational efficiencies coupled with additional budget flexibility, lead us to conclude that the County can afford payments on the interim and permanent financing during the 5 Year Budget Forecast.

Please contact me in the event you have any questions or concerns. Thank you in advance of your consideration.

Sincerely,



Cathleen Dominico  
Managing Partner

Attachment – Debt Service Schedule

cc: Jonathan P. Cristy, Kronick, Moskowitz, Tiedemann & Girard



BOND DEBT SERVICE

El Dorado County  
2017 Interim Financing

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/01/2017					
07/01/2017			455,250	455,250	
01/01/2018			455,250	455,250	910,500
07/01/2018			455,250	455,250	
01/01/2019			455,250	455,250	910,500
07/01/2019			455,250	455,250	
01/01/2020	60,700,000	1.500%	455,250	61,155,250	61,610,500
	60,700,000		2,731,500	63,431,500	63,431,500

# Mountain Democrat

PROOF OF PUBLICATION  
(2015.5 C.C.P.)

## Proof of Publication of NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA  
County of El Dorado

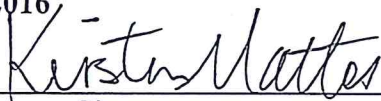
I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 2889 Ray Lawyer Drive, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

7/15

All in the year 2016

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 15<sup>th</sup> day  
of JULY, 2016



Signature

NOTICE OF PUBLIC HEARING  
NOTICE IS HEREBY GIVEN that the County of El Dorado will hold a hearing on Tuesday, July 26, 2016, at 9:00 AM at 330 Fair Lane, Placerville, CA.  
Application for Funding  
U.S. Department of Agriculture  
Rural Development  
Rural Housing Service (RHS)  
Community Facility  
Loan and Grant Program  
The purpose of the public hearing will be to give citizens an opportunity to evaluate and comment on the County's intent to submit an application to the U.S. Department of Agriculture, Rural Development, Community Facility loan and grant program. The application seeks \$60,700,000 in funding which is proposed for the construction of a Public Safety Facility for the community of El Dorado County. Persons interested in the program should appear before the County Supervisors at the above public hearing to make their comments known. If you are unable to attend the hearing, you may direct written comments to the County of El Dorado, Clerk of the Board, 330 Fair Lane, Placerville, CA 95667. Written comments must be received by 5:00 PM on Monday, July 25, 2016.  
7/15 2379





# Capitol | PFG

*Crafting Optimal Financial Solutions*

July 26, 2015

Doug Colucci  
Area Specialist, Area Office  
Rural Development  
United States Department of Agriculture  
9701 Dino Drive, Suite 170  
Elk Grove, CA 95624-4042

RE: Statement of Proposed Security for Loan

Dear Mr. Colucci:

The security of the USDA Rural Development financing will be in the form of a lease financing whereby the County will use the public safety facility as the leased asset. The County's use of the leased asset will enable USDA to provide proceeds to the County in return for lease payments that will repay the USDA loan. The County will make lease payments from its general fund.

Please contact me in the event you have any questions or concerns. Thank you in advance of your consideration.

Sincerely,

Cathleen Dominico  
Managing Partner

cc: Jonathan P. Cristy, Kronick, Moskovitz, Tiedemann & Girard

# CONTRACT ROUTING SHEET

Date Prepared: 6/27/2016

Need Date: July 11, 2016

**PROCESSING DEPARTMENT:**

Department: County Counsel

Janeth SanPedro

Phone #: X5770

Department

Head Signature: 

Michael J. Ciccozzi

**CONTRACTOR:**

Name: Kronick Moskovitz Tiedemann & Girard

Address: 400 Capitol Mall, 27<sup>th</sup> Floor  
Sacramento CA 95814

Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** County Counsel - CAO Fund [USDA Loan Application]

Service Requested: Bond Counsel Agreement re Public Safety Facility Financing

Contract Term: Completion of services Contract Value: not to exceed \$46,000.00

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 6/27/2016 By: 

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2016 JUN 27 PM 2:00

PLEASE FORWARD TO RISK MANAGEMENT. THANKS! EBIX Compliant

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Insurance certs are in EBIX.

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_





- 1 e. Prepare transcripts of the proceedings for the authorization, issuance, and  
2 delivery of the obligations.
- 3 f. Upon due and proper completion of the proceedings to satisfaction of Attorney,  
4 deliver a final approving opinion confirming the validity of the obligation.

5 **2. Services Outside the Scope of this Agreement.** Attorney's duties in this  
6 engagement are limited to those set forth in Paragraph 1. Among other things, Attorney has not  
7 undertaken to render services under this Agreement with respect to any litigation concerning  
8 the financing.

9 If County requests Attorney to provide any such services in writing, compensation  
10 therefor shall be made and calculated at Attorney's hourly rate schedule for the type of services  
11 requested (public finance or litigation) in effect at the time such services are rendered.

12 **3. Compensation.** In consideration of the services set forth in paragraph 1, the  
13 County agrees to pay Attorney a fee of \$45,000.00 for legal services rendered thereafter in  
14 connection with the authorization, issuance, and delivery of the obligations, payable at the time  
15 of delivery of the obligations.

16 Attorney shall keep proper records to enable County to verify the services rendered, and  
17 such records shall be made reasonably available to County or its agents for inspection and  
18 audit.

19 The total amount of this Agreement, inclusive of all costs and expenses shall not exceed  
20 \$46,000.00

21 **4. Costs.** County shall also reimburse Attorney for the actual, reasonable and  
22 necessary expense of travel in accordance with the policies of El Dorado County set forth in  
23 Exhibit A, attached hereto and incorporated herein by this reference. Any individual travel  
24 expense which will exceed \$100.00 must be approved by County in advance. County shall  
25 reimburse Attorney for all costs and expenses incurred by Attorney including, but not limited to  
26 the following: long distance telephone calls, postage, photocopying, parking, messenger and  
27 other delivery fees. Other reasonable, customary and necessary expenses, including but not  
28 limited to statutory fees, witness fees, reporters' per diem and transcription fees, jury fees, and



1 expenses of service process, shall be advanced by Attorney and reimbursed by County.

2       **5.     Billings.** Attorney shall submit to County a statement for fees and costs  
3 incurred every month. Such statements shall identify the services rendered including the  
4 amount, rate and basis for calculation of Attorney's fees. However, when the fees and costs for  
5 a particular month are minimal, Attorney has the discretion to carry them over to the next  
6 month's statement until the total amount due exceeds \$500.00.

7             Statements shall be mailed to County at the following address:

8                     County of El Dorado  
9                     Office of County Counsel  
10                    Attention: Michael Ciccozzi  
11                    330 Fair Lane  
12                    Placerville, California 95667

13       **6.     Termination.** This Agreement shall be terminable by the County at any time  
14 and for any reason, or without cause. Funds budgeted for the purposes of this Agreement are  
15 made available on a fiscal year basis, and budgeting is subject to change at any time. Should  
16 funding not be made available, this Agreement shall be automatically terminated in its entirety.  
17 Attorney may terminate this Agreement upon sufficient written notice to County, made in such  
18 a manner so that the County shall not be prejudiced, but in no event less than thirty (30) day's  
19 notice. Upon termination of this Agreement for any reason, Attorney shall immediately cease  
20 all work, except as may be reasonably required to avoid prejudice to County which shall be  
21 immediately reported to County and within ten (10) days shall provide a final bill to County for  
22 all services rendered. Attorney shall take all steps necessary to ensure smooth transition to any  
23 other counsel which may be retained by County. The obligation of confidentiality shall  
24 continue and shall not terminate when this Agreement ends.

25       **7.     Independent Contractor.** Attorney and all persons who perform services for or  
26 through Attorney pursuant to this Agreement shall be an independent contractor and shall not  
27 be deemed to be an employee of the County for any purpose. Attorney's services shall be  
28 under the general direction of the County Counsel, who shall also be responsible for  
administering this Agreement on behalf of the County.

1           **8.       Standards of Performance.** Attorney and every employee thereof shall  
2 provide their services, advice and any reports in full compliance with all applicable law and  
3 professional standards. Attorney represents that it is specially trained, experienced, expert an  
4 competent to perform the services required under this Agreement and that each individual  
5 providing legal services is a member in good standing of the State Bar and is licensed to  
6 practice in California. Further, Attorney certifies that it will not accept representation in any  
7 matters, including litigation, under this Agreement if it or any employee thereof has any  
8 personal or financial interest therein.

9           **9.       Qualifications.** Attorney certifies that it accepts this retention because it has the  
10 time, energy, skills and ability necessary to perform the duties required in an efficient,  
11 trustworthy, professional and businesslike manner. It is understood that the services under this  
12 Agreement must be provided immediately, and that they are time critical. Attorney is engaged  
13 by County for its unique qualifications and skills. Attorney shall not subcontract, delegate or  
14 assign the services to be provided under this Agreement, in whole or in part, to any other  
15 person or entity not employed by Attorney without consent of County.

16           **10.      Attorney-Client Relationship.** Attorney agrees that it will comply with all  
17 ethical duties, will maintain the integrity of the lawyer-client relationship, and will take all  
18 steps available to preserve all applicable legal privileges, confidences, and records from  
19 disclosure. All documents and information obtained by or generated by Attorney pursuant to  
20 this contract, all opinions and conclusions of Attorney, any reports, information, data, statistics,  
21 forms, procedures, systems, studies and all communications with County, are confidential.  
22 Attorney agrees to take all steps reasonably necessary to maintain this confidentiality. Attorney  
23 is responsible for ensuring that it and all of its employees faithfully adhere to the confidentiality  
24 requirements of law and this Agreement.

25           **11.      Ownership of Documents.** All documents and other writings prepared by or  
26 for Attorney in the course of implementing this Agreement shall become the property of the  
27 County immediately and the County shall have the right to use such materials in its discretion  
28 without compensation to Attorney or any other party other than the compensation provided



1 under this Agreement.

2           **12. Notification of Conflict.** Attorney shall immediately notify County if any  
3 services to be performed under this Agreement involve an actual or potential conflict of  
4 interest, financial or otherwise. Attorney shall not engage in any activity under this Agreement  
5 that involves any actual or potential conflict of interest unless Attorney first makes a fully and  
6 compete disclosure of all relevant facts and obtains a written waiver of such conflict in advance  
7 from County.

8           **13. Indemnity.** To the fullest extent allowed by law, Attorney shall defend,  
9 indemnify, and hold harmless the County against and from any and all claims, suits, losses,  
10 damages, and liability for damages of every name, kind and description, including reasonable  
11 attorneys' fees and costs incurred, which are claimed to or in any way arise out of, directly or  
12 indirectly, or are connected with: (1) any negligent act, whether passive or active, error or  
13 omission, or willful misconduct, of Attorney, its subcontractor(s), agents or employee(s) or any  
14 of these; or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind  
15 related, directly or indirectly, to the services, responsibilities or duties required of Attorney by  
16 this Agreement. This duty of Attorney to indemnify and save County harmless includes the  
17 duties to defend set forth in California Civil Code section 2778.

18           **14. State Filing.** All independent contractors providing services to the County  
19 must file a State of California Form 590 certifying their California residency or, in the case of a  
20 corporation, certifying that it has a permanent place of business in California. Attorney will be  
21 required to submit a Form 590 prior to execution of this Agreement or County shall withhold  
22 seven (7) percent of each payment to be made to Attorney during the term of this Agreement.  
23 Attorney's taxpayer identification number is 26-1739425.

24           **15. Proof of Insurance.** Attorney shall continuously maintain, and shall provide  
25 proof of a policy of insurance in a form acceptable to County to be in full force and effect from  
26 the first day of the term of this Agreement that meets the following requirements:

27           A. Full workers' Compensation and Employer's Liability Insurance  
28 covering all employees of Law Firm as required by law in the State of California.

B. Commercial General Liability Insurance of not less than \$1,000,000.00

1 combined single limit per occurrence for bodily injury and property damage.

2 C. Automobile liability insurance of not less than \$500,000 is required in  
3 the event motor vehicles are used by the Law Firm in the performance of the contract.

4 D. Professional liability (for example, malpractice insurance) covering  
5 services provided under this Agreement with a limit of liability not less than \$1,000,000 per  
6 occurrence.

7 E. Attorney shall furnish a certificate of insurance satisfactory to the El  
8 Dorado County Risk Manager as evidence that the insurance required above is being  
9 maintained.

10 F. The insurance will be issued by an insurance company acceptable to the  
11 Risk Management Division, or be provided through partial or total self-insurance likewise  
12 acceptable to the risk Management Division.

13 G. Attorney agrees that the insurance required above shall be in effect at all  
14 times during the term of this contract. In the event said insurance coverage expires at any time  
15 or times during the term of this contract, Attorney agrees to provide at least thirty (30) days  
16 prior to said expiration date, a new certificate of insurance evidencing insurance coverage as  
17 provided for herein for not less than the remainder of the term of the contract, or for a period of  
18 not less than one year. New certificates of insurance are subject to the approval of the Risk  
19 Management Division and Attorney agrees that no work or services shall be performed prior to  
20 the giving of such approval. In the event Attorney fails to keep in effect at all times insurance  
21 coverage as herein provided, County may, in addition to any other remedies it may have,  
22 terminate this contract upon the occurrence of such event.

23 H. The certificate of insurance must include the following provisions stating  
24 that:

- 25 a. The insurer will not cancel the insured's coverage without thirty  
26 (30) day prior written notice to the County; and  
27 b. The County, its officers, officials, employees, and volunteers are  
28 included as additional insured, but only insofar as the operations



1 under this contact are concerned. This provision shall apply to all  
2 liability policies except workers' compensation and professional  
3 liability insurance policies.

4 I. Attorney's insurance coverage shall be primary insurance as respects the  
5 County, its officers, officials, employees and volunteers. Any insurance of self-insurance  
6 maintained by the County, its officers, officials, employees or volunteers shall be excess of the  
7 Attorney's insurance and shall not contribute with it.

8 J. Any deductibles or self-insured retentions must be declared to and  
9 approved by the County. At the option of the County, either: the insurer shall reduce or  
10 eliminate such deductibles or self-insured retentions as respects the County, its officers,  
11 officials, employees, and volunteers; or the Attorney shall procure a bond guaranteeing  
12 payment of losses and related investigations, claim administration and defense expense.

13 K. Any failure to comply with the reporting provisions of the policies shall  
14 not affect coverage provided to the County, its officers, officials, employees or volunteers.

15 L. The insurance companies shall have no recourse against the County, its  
16 officers and employees or any of them for payment of any premiums or assessments under any  
17 policy issues by any insurance company.

18 M. Attorney's obligations shall not be limited by the foregoing insurance  
19 requirements and shall survive the expiration of this Agreement.

20 N. In the event Attorney cannot provide an occurrence policy, Attorney  
21 shall provide insurance covering claims made as a result of performance of this contact for not  
22 less than three years following completion of performance of this Agreement.

23 O. The certificate of insurance shall meet such additional standards as may  
24 be determined by the contracting County either independently or in consultation with the Risk  
25 Management Division, as essential for protection of the County.

26 **16. Contract Administrator.** For the purpose of administering this Agreement, the  
27 County shall be represented by its County Counsel, Michael Ciccozzi, or successor. Notices  
28

1 provided pursuant to this Agreement shall be effective immediately upon receipt and shall be  
2 directed as follows:

3 For County: Office of County Counsel  
4 Attention: Michael Ciccozzi  
5 El Dorado County  
6 330 Fair Lane  
7 Placerville, California 95667

8 For Attorney: Jonathan Cristy  
9 Kronick Moskowitz Tiedemann & Girard  
10 400 Capitol Mall, 27<sup>th</sup> Floor  
11 Sacramento, California 95814

12 **17. Entire Agreement.** This Agreement and any exhibits thereto are the entire  
13 agreement between the parties and they supersede all prior written or oral agreements or  
14 understandings between the parties. This Agreement may only be modified by mutual consent  
15 of the parties in writing fully executed by duly authorized officers of the parties. Any dispute  
16 resolution action arising out of this Agreement, including, but not limited to litigation,  
17 mediation or arbitration, shall be brought in El Dorado County, California, and shall be  
18 resolved in accordance with the laws of the State of California.

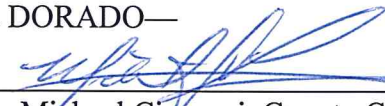
19 **18. Term.** This Agreement shall be effective on the date fully executed by all  
20 parties and shall expire three years thereafter.

21 **19. Counterparts.** This Agreement may be executed in one or more counterparts,  
22 each of which shall be an original and all of which together shall constitute one and the same  
23 instrument.

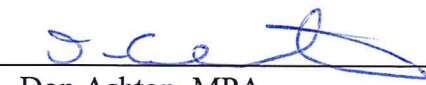
24 IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth  
25 below.

26 --COUNTY OF EL DORADO--

27 DATED: 6/27/16

28 By:   
Michael Ciccozzi, County Counsel  
Contract Administrator

DATED: 7/6/2016

By:   
Don Ashton, MPA  
Chief Administrative Officer

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--KRONICK MOSKOVITZ TIEDEMANN & GIRARD--

DATED: 6 JUL 2016

By: *Jonathan P. Cristy*  
Jonathan Cristy  
Attorney



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 1 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

**BACKGROUND:**

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures





**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 2 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

**POLICY:**

1. General Policy
  - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
  - b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
  - c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
  - d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
  - e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 3 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> D - 1	<b>Page Number:</b> Page 4 of 13
	<b>Date Adopted:</b> 12/22/1987	<b>Revised Date:</b> 10/20/2009

- (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.
  - (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.





**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

<b>Subject:</b>  <b>TRAVEL</b>	<b>Policy Number</b> <b>D - 1</b>	<b>Page Number:</b> <b>Page 5 of 13</b>
	<b>Date Adopted:</b> <b>12/22/1987</b>	<b>Revised Date:</b> <b>10/20/2009</b>

d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

**4. Mode of Transport**

- a. Transportation shall be by the least expensive and/or most reasonable means available.



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
  
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
  
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.
  - (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head



**COUNTY OF EL DORADO, CALIFORNIA  
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and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

**5. Reimbursement Rates**

a. a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County





**COUNTY OF EL DORADO, CALIFORNIA  
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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

**c. Meals**

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when



**COUNTY OF EL DORADO, CALIFORNIA  
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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the





**COUNTY OF EL DORADO, CALIFORNIA  
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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

**6. Advance Payments**

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

**7. Compliance - Claimant Responsibility**

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

**8. Procedures:**

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



**COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY**

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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.



COMMITTEES  
VICE CHAIR: APPROPRIATIONS  
VICE CHAIR: GOVERNMENTAL  
ORGANIZATION  
BUDGET  
INSURANCE  
WATER, PARKS AND WILDLIFE

# Assembly California Legislature



**FRANK BIGELOW**  
ASSISTANT REPUBLICAN LEADER  
ASSEMBLYMEMBER, FIFTH DISTRICT

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0005  
(916) 319-2005  
FAX (916) 319-2105

DISTRICT OFFICES  
33 BROADWAY, SUITE C  
JACKSON, CA 95642  
(209) 223-0505

730 NORTH I STREET, SUITE 102  
MADERA, CA 93637  
(559) 673-0501

2441 HEADINGTON ROAD  
PLACERVILLE, CA 95667  
(530) 295-5505

July 18<sup>th</sup>, 2016

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville CA 95667

Dear Board of Supervisors,

I am writing in support of the County's application for a USDA Rural Development Community Facilities Loan to fund the design and construction of the new public safety facility. The new facility is needed because the current facility has exceeded its life expectancy and is inadequate in terms of size, safety, security, and efficiency. The current building is over 46 years old. Many Sheriff's Office functions are housed in seven rented and two off-site locations that support essential functions.

The new facility will enable the Sheriff to improve operations and serve a county population of approximately 180,000 full time residents and over 200,000 part time residents and tourists. The facility is planned for a campus style consisting of a headquarters building, evidence storage building, training and special operations building, indoor shooting range and morgue. The property will also be developed to allow for the future installation of a solar farm.

The communities in the unincorporated areas of the County and incorporated cities of Placerville and South Lake Tahoe value public safety and will greatly benefit from the new facility.

Thank you in advance for reviewing the County's application. Please let me know if you have any questions regarding this endorsement.

Sincerely,

A handwritten signature in blue ink that reads "Frank Bigelow".

Frank Bigelow  
Assemblyman, 5<sup>th</sup> Assembly District

TOM McCLINTOCK  
4TH DISTRICT, CALIFORNIA

2331 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-2511

2200A DOUGLAS BOULEVARD, SUITE 240  
ROSEVILLE, CA 95661  
(916) 786-5560

Congress of the United States  
House of Representatives  
Washington, DC 20515-0504

COMMITTEE ON  
NATURAL RESOURCES  
SUBCOMMITTEE ON FEDERAL LANDS  
CHAIRMAN  
SUBCOMMITTEE ON  
WATER, POWER, AND OCEANS  
COMMITTEE ON THE BUDGET

July 19, 2016

Secretary Tom Vilsack  
U.S. Department of Agriculture  
219A Whitten Building  
1400 Independence Avenue, SW  
Washington, DC 20250

RE: Community Facilities Guaranteed Loan Program

Dear Secretary Vilsack:

I write in support of El Dorado County's application to the competitively-awarded United States Department of Agriculture Community Facilities Guaranteed Loan Program.

The county seeks funds to design and construct a new public safety facility for the Sheriff's Department. This new facility will replace an aging and inadequate 46-year-old building that no longer meets safety requirements.

The new facility will enable the Sheriff to centralize and improve operations and serve a growing county population of approximately 180,000 full-time residents and over 200,000 part-time residents and tourists. The proposal consists of the headquarters building, evidence storage, training and special operations, indoor shooting range, and morgue.

The availability of the Community Facilities Loan Program is intended to assist in building essential community facilities in rural areas. I believe that El Dorado County's application is highly competitive on its merits.

Thank you for your consideration. Should you have any questions, please contact Adam Pugh in my office, at (202) 225-2511.

Sincerely,



Tom McClintock

STATE CAPITOL  
P.O BOX 942849  
SACRAMENTO, CA 94249-0004  
(916) 319-2006  
FAX (916) 319-2106

DISTRICT OFFICE  
8799 Auburn Folsom Rd., Ste. A  
Granite Bay, CA 95746  
(916) 774-4430  
FAX (916) 774-4433



July 19<sup>th</sup>, 2016

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Dear Board of Supervisors,

I am writing in support of the County's application for a USDA Rural Development Community Facilities Loan to fund the design and construction of the new public safety facility. The need for a new facility is based on the fact that the current facility in El Dorado County has exceeded its life expectancy at over 46 years old, and is inadequate in terms of size, safety, security, and efficiency.

Due to the current building's inability to support the essential functions of the County's public safety program, many Sheriff's Office functions are housed in seven rented and two off-site locations. The new facility will enable the Sheriff to improve operations and serve a county population of approximately 180,000 full time residents and over 200,000 part time residents and tourists out of one location. The facility is planned for a campus style consisting of a headquarters building, evidence storage building, training and special operations building, indoor shooting range and morgue. The property will also be developed to allow for the future installation of a solar farm.

The communities in the unincorporated areas of the County and incorporated cities of Placerville and South Lake Tahoe value public safety and will greatly benefit from the implementation of a new, fully functional public safety facility.

Thank you in advance for reviewing the County's application. Please let me know if you have any questions regarding this endorsement.

Sincerely,

BETH GAINES  
Assemblywoman, 6<sup>th</sup> District





# The County of El Dorado

Chief Administrative Office

Larry Combs, Chief Administrative Officer

Facilities Division

Phone (530)621-5890 Fax (530)295-2524

September 21, 2015

Mr. Doug Colucci  
Area Specialist, Rural Development,  
United States Department of Agriculture  
9701 Dino Drive, Suite 170  
Elk Grove, CA 95624-4042

Re: USDA Rural Development, Pre-Application:  
County of El Dorado Board of Supervisors

Dear Mr. Colucci:

Listed below is the current County of El Dorado Board of Supervisors. I have also included their biographies as listed on the County web site.

<u>Supervisor:</u>	<u>District:</u>	<u>Term:</u>
Ron Mikulaco	One	Jan 2013 – Dec 2016
Shiva Frentzen	Two	Sep 2014 - Dec 2016
Brian Veerkamp	Three	Jan 2013 – Dec 2016
Michael Ranalli	Four	Jan 2015 – Dec 2018
Sue Novasel	Five	Jan 2015 – Dec 2018

If you have further questions please do not hesitate to contact me.

Sincerely,

Russ Fackrell, Facilities Manager  
Chief Administrative Office.

## Ron Mikulaco, District One Supervisor



### El Dorado County Government Center

330 Fair Lane Placerville, CA  
95667

[bosone@edcgov.us](mailto:bosone@edcgov.us)

### Clerk of the Board

[edc.cob@edcgov.us](mailto:edc.cob@edcgov.us)

**Local Number:** (530) 621-5650

**From South Lake Tahoe:**  
(530) 573-7955 Ext 5650

**From El Dorado Hills:**  
(916) 358-3555 Ext 5650

**Toll Free:** (800) 491-6642

**Fax:** (530) 622-3645

Ron "Mik" Mikulaco was born in San Jose California in 1968. The second of three children he grew up in Cupertino, California and graduated from Monta Vista High School in 1986. The son of a Plumbing contractor he learned the trade and worked as a Plumber for many years. In 1989 he joined the U.S. Army and was in Field Artillery and served in the Third Infantry Division. He was stationed in Germany. Upon completion of Military service he returned to San Jose and worked as a Plumber, Paver and Roofer and eventually found a niche as an Estimating Engineer. He attended San Jose City College, Chabot College and played Baseball. In 2001 he moved to Folsom then in 2003 he moved to El Dorado Hills and has lived there since. He began his foray into politics in 2010 and soon realized a strong interest in local politics and began attending many local meetings. His interests are education, roads and infrastructure retirees, youth athletics, public services and service to the community. Mikulaco has a keen interest in racing and worked on a pit crew for a flat track motorcycle racing team. He also plays softball, baseball, volleyball, basketball and enjoys treasure hunting. He is also an excellent Chess player and has been referred to as a "Cagey" Poker player. Mikulaco enjoys surfing, yard work and gardening in his spare time and is a fan of "Machines and Machinery" with a strong admiration for tractors and heavy equipment.

### Current Boards, Committees and Commissions Memberships:

Abandoned Vehicle Abatement Service Joint Powers Authority

California Identification Random Access Network

California State Association Of Counties

Capital Southeast Connector Joint Powers Authority - Elected

Community Action Council

El Dorado Water and Power Authority

Evelyn Horn Scholarship Committee

Indian Gaming Commission Development Subcommittee

Local Enforcement Agency Independent Hearing Panel

Sacramento Area Commerce & Trade Organization

Sacramento-placerville Transportation Corridor Joint Powers Authority

Tahoe Conservancy

Tahoe Transportation District



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**Shiva Frentzen, District Two Supervisor**



**El Dorado County  
Government Center**  
330 Fair Lane Placerville, CA  
95667  
bostwo@edcgov.us

**Clerk of the Board**  
edc.cob@edcgov.us

**Local Number:**(530) 621-5651

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(530) 573-7955 Ext 5651

**From El Dorado Hills:**  
(916) 358-3555 Ext 5651

**Toll Free:** (800) 491-6642  
**Fax:** (530) 622-3645

Shiva has been a resident of Cameron Park for 22 years. She holds a Bachelor of Science degree in Accounting and Computer Science, as well as a Master's in Computer Science from California State University, Sacramento. She has been in the technology field for over 25 years.

Shiva and her husband have enjoyed raising their two children in El Dorado County. Her son graduated from the University of Maryland with a Master's degree in International Relations and completed his second deployment in Afghanistan as a Social Scientist with the Human Terrain System. The family is blessed to have him back in the U.S. after serving his country. He recently moved to Kansas City to settle down with his wife. Her daughter attends the University of California, San Diego majoring in Bioinformatics.

Shiva has been a business leader in El Dorado County for more than a decade. She is President of a local company specializing in website design, web hosting and an online business directory. Her online business directory was created in 2004 to help keep tax dollars in El Dorado County. The directory is an outstanding resource for residents and business owners to easily locate products and services in El Dorado County. As past president of the El Dorado County and Shingle Springs/Cameron Park Chambers of Commerce, she made significant contributions to the growth and success of the Chambers, while working tirelessly to promote a business friendly environment.

In 2010, Shiva Frentzen was elected to the Cameron Park Community Services District Board of Directors, where she concentrated her efforts on bringing financial accountability and transparency to the District. Maintaining the highest level of fire and emergency services has been top priority. She was the first CPCSD board member to advocate for an immediate end to deficit budgets and for creating financial reserves for the District. She was instrumental in bringing under control the excessive attorney fees being paid by the District. She actively advocates on behalf of senior citizens, youth and children by supporting programs that enhance the lives of these members of our community.



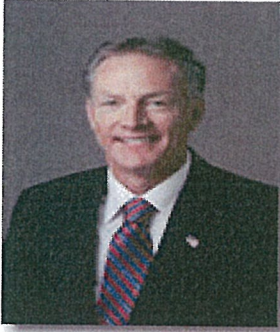
Her record as a community leader has not gone unnoticed. In 2012, Shiva received the Reader's Choice Award for Civic Leader of the year in El Dorado County from Style magazine. She has also received the 2007 Community Service Award from the El Dorado County Chamber of Commerce for demonstrating a strong and ongoing commitment to the support of our community. Shiva was the recipient of the 2006 Larry Cameron Award for being instrumental in obtaining a \$25,000 grant from El Dorado County to promote events in the Cameron Park/Shingle Springs communities. She was also instrumental in applying for a \$35,000 Economic Development Block Grant from the state of California, to conduct a feasibility study for bringing a farmers market to Cameron Park.

#### **Current Boards, Committees and Commissions Memberships:**

California Rural Home Mortgage Finance Authority  
California State Association Of Counties  
Chamber Of Commerce - County  
Chamber Of Commerce - South Lake Tahoe  
Community Action Council  
El Dorado Water and Power Authority  
Golden Sierra Job Training Agency  
Intergovernmental Management Group  
Local Agency Formation Commission - Lafco  
Mountain Counties Air Basin Control Council  
National Association of Counties (Naco)  
Rural County Representatives of California  
Sacramento Area Commerce & Trade Organization  
Sacramento Area Council Of Governments  
Sacramento-Placerville Transportation Corridor Joint Powers Authority  
Sierra Economic Development Corporation  
Sierra Planning Organization  
Transit Authority  
Transportation Commission  
Water Agency



**Brian K. Veerkamp, District Three Supervisor**



**El Dorado County Government Center**

330 Fair Lane Placerville, CA  
95667

[bosthree@edcgov.us](mailto:bosthree@edcgov.us)

**Clerk of the Board**

[edc.cob@edcgov.us](mailto:edc.cob@edcgov.us)

**Local Number:** (530) 621-5652

**From South Lake Tahoe:**

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**From El Dorado Hills:**

**(916) 358-3555 Ext 5652**

**Toll Free: (800) 491-6642**

**Fax: (530) 622-3645**

**"We Work For You"**

Brian K. Veerkamp is a 5th generation resident of El Dorado County, descendant of the pioneering families of Wagner and Veerkamp. He follows in the footsteps of his great-great uncle John Wagner, an El Dorado County Supervisor from 1919 to 1934.

Brian won his seat for District III Supervisor in the November 2012 General Election. He stands strong on his family's pioneer values to "do the right thing" and his call to all residents of El Dorado County to believe that "together we can."

Born and raised in El Dorado County, Brian attended local elementary schools, El Dorado High School and then pursued his higher education goals. He holds a Bachelor of Science degree in Business Administration with a minor in Economics. Two years of law school, two Associate of Arts Degrees, one in Fire Technology and the other in General Studies. He also earned many advanced leadership, governance, management and finance training certificates. He is a Charter Adjunct Professor with a Lifetime Teaching Credential for Los Rios Community College and continues to share his knowledge and training with Los Rios students.

Brian recently retired after 30 years in Public Emergency Services that began with a position as a Volunteer/Paid Call Firefighter and culminated in his last position as Fire Chief of the El Dorado Hills Fire Department. During his tenure as Chief, he worked collaboratively with many agencies within the County and surrounding region to serve and protect our people, their property and our business community. He was instrumental in the consolidation of Districts, the mitigation of many local disasters, the enhancement of service delivery levels and the protection of many precious assets of El Dorado County. The Department's efforts under Brian's leadership allowed them to maintain financial stability for Fire and Emergency Services resulting in cost effective, high level and efficient service to our citizens.

Brian's commitment to "Service Above Self" is evident in the many ways he finds to give back to his El Dorado County Community. Fourteen years as elected board member with the Camino Union School District; three years as board member of the El Dorado County Emergency Services Authority JPA; twenty-five years as Emergency Medical Services Training Program Director for El Dorado County Fire Chief's Association. He is a



seventeen-year Rotarian, new member of Kiwanis Club of Placerville, Marshall Foundation for Community Health Board Member and also maintains affiliations with Boys and Girls Club, Tax Payers Association and the NRA.

Brian resides in Placerville with Lori, his wife of 32 years. He has two daughters, a son-in-law, one granddaughter and many other family members that call El Dorado County home.

#### **Current Boards, Committees and Commissions Memberships:**

Abandoned Vehicle Abatement Service Joint Powers Authority

American River Authority

American River Authority

Capital Southeast Connector Joint Powers Authority - Elected

Cemetery Advisory Committee

Community Action Council

El Dorado County Youth Commission

El Dorado Water and Power Authority

Evelyn Horn Scholarship Committee

Indian Gaming Commission Development Subcommittee

Intergovernmental Management Group

Iowa Hill Joint Advisory Committee

Local Agency Formation Commission - Lafco

National Association of Counties (Naco)

Sacramento Area Council Of Governments

Sierra Nevada Conservancy Board

South Lake Tahoe Basin Waste Management Authority

South Lake Tahoe Recreation Facilities Joint Powers Authority

Tahoe Regional Planning Agency

Transit Authority

Transportation Commission

University of California-Cooperative Extension (UCCE) Advisory Council

Water Agency



## Michael Ranalli, District Four Supervisor



### **El Dorado County Government Center**

330 Fair Lane Placerville, CA  
95667

[bosfour@edcgov.us](mailto:bosfour@edcgov.us)

### **Clerk of the Board**

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**From South Lake Tahoe:**

(530) 573-7955 Ext 6513

**From El Dorado Hills:**

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**Toll Free:** (800) 491-6642

**Fax:** (530) 622-3645

Supervisor Michael Ranalli is a wine grape grower and has lived in El Dorado County, and in the Fourth District that he now proudly represents, for over 30 years. Michael and his wife Colleen have been married for 20 years and live in Lotus where they own and operate Ranalli Vineyards.

The youngest of four children, Michael is originally from a Western Pennsylvania steel town and came to California with a strong blue-collar work ethic. Hired by Intel Corporation in the late 1970s, Michael spent more than two decades at Intel in engineering, management and executive leadership with success across multiple continents, cultures, and languages.

Michael's journey to the Board of Supervisors began with the creation of a business plan for his vineyard. He undertook an extensive study of the historic role of agriculture in the County, the evolution of agricultural market segments, trends, statistics and regulations. He was particularly struck by the steep and steady decline of the timber industry and looked for emerging economic opportunities that could replace that lost business. With this in mind, he especially focused on the role of grape-growing in the County's agricultural economy.

The realization that local farmers and ranchers could not make a viable living in their own community hit Michael hard. It seemed the only people farming in El Dorado County were either families with generations of family tradition or people who had come to farming after some other successful business, hence "the gentleman farmer." Commenting on his vineyard business plan, his brother quipped "well, that's a nice hobby."

During his research, he began to understand the relationship of different sectors of agriculture as well as the interplay of many other facets of El Dorado County, such as roads, jobs, law enforcement, education and health services. He came to realize that it is important to study and understand how the multitude of regulations affect all segments of our economy and each other.



Michael began attending Agriculture Commission meetings, Planning Commission meetings, County Budget hearings and Board of Supervisors meetings to educate himself on the policies and processes that affect the economic viability of our County. He discovered that his experience was very common. At every opportunity, citizens would speak about their devastating personal experiences that resulted from trying to accomplish reasonable projects within the County.

Michael's voluntary attendance at various County meetings as an interested citizen in 2010 coincided with the mandatory five-year review of the County's 2004 General Plan. In 2011, he began reading and researching the history of prior economic plans for the County and the formation of various committees. He became increasingly familiar with numerous aspects of the County's General Plan, Zoning Ordinance and the interdependency with economic development. He and others also realized the need to remove significant regulatory barriers to economic stability and the difficulty El Dorado County has in attracting high tech companies with greater revenues, higher paying management, scientific and production line jobs.

Prompted by the fact that the County's General Plan was not in compliance with state law and that regulations and excessive fees were stagnating the local economy, Michael actively participated in the Community and Economic Development Advisory Committee (CEDAC) meetings. He became the coordinator for the CEDAC led Regulatory Reform efforts and was appointed by the Board of Supervisors to CEDAC in 2012. CEDAC is an eleven member committee, advisory to the Board of Supervisors, which as prescribed by the Economic Element of the General Plan, is made up of business and industry representatives. His 22 years with Intel Corporation provided an ideal background to serve on a committee that advises our County on economic issues.

Even though his work with CEDAC was time consuming, Michael found that it was important to engage with other associations and organizations. He was asked to speak about regulatory issues within the General Plan at the Taxpayers Association of El Dorado County in 2011. He became a member of the Taxpayers Association in 2012, and was voted to their board in 2014. He joined El Dorado Wine Grape Growers Association in 2010, became a member of their marketing committee in 2011, and became a board member in 2013. He joined the Divide Chamber of Commerce in 2012 and became a board member in 2013. In 2013 he became a member of the El Dorado County Farm Bureau.

#### **Current Boards, Committees and Commissions Memberships:**

[American River Authority](#)

[California Rural Home Mortgage Finance Authority](#)

[El Dorado Water and Power Authority](#)

[Golden Sierra Job Training Agency](#)

[Iowa Hill Joint Advisory Committee](#)

[Local Agency Formation Commission - Lafco](#)

[Mountain Counties Air Basin Control Council](#)

[Rural Counties' Environmental Services Joint Powers Authority](#)



[Rural County Representatives of California](#)

[Sierra Economic Development Corporation](#)

[Sierra Nevada Conservancy Board](#)

[Sierra Planning Organization](#)

[South Tahoe Redevelopment Successor Agency Oversight Board](#)

[Transit Authority](#)

[Transportation Commission](#)

[Water Agency](#)

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## Sue Novasel, District Five Supervisor



**El Dorado County  
Government Center**  
330 Fair Lane Placerville, CA  
95667  
[bosfive@edcgov.us](mailto:bosfive@edcgov.us)

**Clerk of the Board**  
[edc.cob@edcgov.us](mailto:edc.cob@edcgov.us)

**Local Number:** (530) 621-6577  
**From South Lake Tahoe:**  
(530) 573-7955 Ext 6577  
**From El Dorado Hills:**  
(916) 358-3555 Ext 6577  
**Toll Free:** (800) 491-6642  
**Fax:** (530) 622-3645

Sue is a 4th generation Californian, being born and raised in Salinas, California. She has been married to her husband Bob for over 30 years and together they raised two daughters while living in the Meyers area of Lake Tahoe. Sue graduated from Salinas High School then received an Associate of Arts degree from Lake Tahoe Community College. While attending LTCC, Sue served as the student representative to the college's board of trustees, earning her the right to carry the Olympic Torch for the school during its journey to the 1984 Summer Games in Los Angeles. Sue also received a Bachelor's degree from the University of Nevada, Reno, with an emphasis in finance and marketing. She earned her A+ certification as a computer technician, became a notary and founded a business in wedding coordination.

Sue served as a trustee to the Lake Tahoe Unified School District for over 11 years and is past president and clerk of the school board. While serving on the board, the district opened a new Digital Arts Academy, Sports Medicine facility, Career Tech building and a Student Union at the local high school. At an elementary school where over 80 % of the pupils were below the poverty level, the district started a highly-successful Two-Way Emersion program, where students now learn two languages at the same time, transforming it into a top-notch community school.

Sue served as President of Soroptimist International of South Lake Tahoe, President of Lake Tahoe Wildlife Care, President of Lake Tahoe Community College's Foundation, board member of the Tahoe Chamber of Commerce, Secretary of South Lake Tahoe Wedding and Honeymoon Association and member of Barton Hospital Foundation's Community Advisory Committee. She served on many other local non-profit and service



organization boards in the nearly 40 years of living in the Tahoe Basin, including the Meyers Community Plan Team, which established zoning ordinances, environmental thresholds and community design elements for the first area plan in the Tahoe Basin that was approved by the TRPA and included in the El Dorado County Plan. She continued her work in the Meyers community by being the Chair of the Meyers Community Roundtable Committee for over 12 years.

In 2008, Sue was appointed to the City of South Lake Tahoe's 56-acre Citizen Advisory Board, which planned the Lakeview Commons project, a highly successful community project that created an incredible public place on the shores of Lake Tahoe. Sue was elected as the District V Supervisor in the November 2014 General Election. She plans to use her vast experience as a public servant to ensure our way of life is protected, valued and improved upon.

#### **Current Boards, Committees and Commissions Memberships:**

Chamber Of Commerce - County

Chamber Of Commerce - South Lake Tahoe

Children And Families Commission

El Dorado Water and Power Authority

Mental Health Commission

South Lake Tahoe Basin Waste Management Authority

South Lake Tahoe Recreation Facilities Joint Powers Authority

South Tahoe Redevelopment Successor Agency Oversight Board

Tahoe Conservancy

Tahoe Paradise Resort Improvement District

Tahoe Regional Planning Agency

Tahoe Transportation District

**U.S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

Form AD-1047 (1/92)



### Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Nonprocurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 may terminate this transaction for cause or default.



# U.S. DEPARTMENT OF AGRICULTURE

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)**

### Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
  - (b) Establishing an ongoing drug-free awareness program to inform employees about -**
    - (1) The dangers of drug abuse in the workplace;**
    - (2) The grantee's policy of maintaining a drug-free workplace;**
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.**
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -**
    - (1) Abide by the terms of the statement; and**
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position**

AD-1049 (REV 5/90)

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

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Check  If there are workplaces on file that are not identified here.

---

Organization Name Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature Date



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)





EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President



**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

The \_\_\_\_\_  
(name of recipient)

\_\_\_\_\_  
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, \_\_\_\_\_ on this  
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*





## CERTIFICATION ON NON-LOBBYING ACTIVITIES

### CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE





UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION**  
**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

\_\_\_\_\_  
(Signature-Individual(s))

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature-Individual(s))

\_\_\_\_\_  
(Date)

-----  
  
(SEAL)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Applicant)

\_\_\_\_\_  
(Signature of Authorized Entity Official)

\_\_\_\_\_  
(Title of Authorized Entity Official)

ATTEST:

\_\_\_\_\_  
(Signature of Attesting Official)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title of Attesting Official)

\_\_\_\_\_  
(City, State, and Zip Code)