

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT FOR LEGAL SERVICES BETWEEN
EL DORADO COUNTY, ROBERT G. HOLDERNESS AND DONAHUE DAVIES LLP

This Agreement is authorized by the El Dorado County Board of Supervisors on January 23, 2017, and is made and entered into between the COUNTY OF EL DORADO (“County”) and ROBERT G. HOLDERNESS of the HOLDERNESS LAW FIRM, a law firm duly authorized to do business in the State of California and DONAHUE DAVIES LLP, which is also a law firm duly authorized to do business in the State of California (hereinafter collectively referred to as “Attorney”). The address for both law firms is the same, namely, 1 Natoma Street, Folsom, California 95630. This Agreement is effective January 10, 2017.

1. Scope of Services. County hereby retains Attorney to advise, assist, and represent the County’s Auditor Controller, Joe Harn (hereinafter “Auditor Controller”) in regard to all legal aspects, including but not limited to any related litigation, administrative, or judicial proceedings arising from the following matters:

- a. The claim for reimbursement of expenditures made by the Diamond Springs/El Dorado Fire District from the Development Impact fees collected by the County under the Mitigation Fee Act; and
- b. The claim for reimbursement of expenditures by the El Dorado Hills Community Services District from the Development Impact fees collected by the County under the Mitigation Fee Act.

Attorney may also provide such additional services as may be mutually agreed by the parties; provided, that such additional services must be authorized in writing by the County and may require an amendment to this Agreement.

2. Independent Contractor. Attorney and all persons who perform services for or through Attorney pursuant to this Agreement shall be an independent contractor and shall not be deemed to be an employee of County for any purpose. County Counsel shall be responsible for administering this Agreement.

3. Standards of Performance. Attorney and every employee thereof shall provide their

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

7 4. Compensation. County shall compensate Attorney for professional services rendered at
8 the hourly rate of three hundred dollars (\$300.00) per hour. Attorney shall keep proper records to enable
9 County to verify the services rendered, and such records shall be made reasonably available to County or
10 its agents for inspection and audit. Compensation under this agreement shall not exceed Fifty thousand
11 dollars (\$50,000).

12 5. Cost Reimbursement. In addition to the above, County shall reimburse Attorney for the
13 actual, reasonable, and necessary expense of travel in accordance with the policies of El Dorado County
14 set forth in Exhibit A, attached hereto and incorporated herein by this reference. Any individual travel
15 expense which will exceed \$100.00 must be approved by County in advance. County shall reimburse
16 Attorney for the reasonable costs of long distance telephone calls, mailing, photocopying, legal research
17 on electronic databases, and, upon prior approval, for extraordinary photocopying and extraordinary
18 facsimile transmissions. Other reasonable, customary, and necessary expenses, including but not limited
19 to statutory fees, witness fees, reporters' per diem and transcription fees, jury fees, and expenses of
20 serving process, shall be advanced by Attorney and reimbursed by County. Expert consultants and
21 witnesses may be retained by Attorney on terms acceptable to County. Such expert consultants and
22 witnesses shall invoice Attorney. Attorney may submit approved invoices in excess of \$750.00 to
23 County in special billings for expedited payment, to be deposited in Attorney's trust account for payment
24 from Attorney to said expert consultants and witnesses.

25 6. Billings. Attorney shall submit to County, for County Counsel's review and approval, a
26 confidential itemized statement of services rendered and costs incurred under this Agreement monthly.
27 Such statement shall describe the nature of the services rendered, and specify the time expended in
28 rendering such services, calculated in one-tenth (.1) hour segments. Provided, however, that in

1 Attorney's discretion, such statements need not be submitted until the total amount due exceeds five
2 hundred (\$500.00) dollars.

3 7. Qualifications. Attorney certifies that he accepts this retention because he has the time,
4 energy, skills, and ability necessary to perform the duties required in an efficient, trustworthy,
5 professional, and businesslike manner. It is understood that the services under this Agreement must be
6 provided immediately, and that they are time-critical. Attorney is engaged by County for his unique
7 qualifications and skills. Attorney shall not subcontract, delegate or assign the services to be provided
8 under this Agreement, in whole or in part, to any other person or entity not employed in Attorney's firm
9 without consent of County.

10 8. Insurance. Attorney shall continuously maintain, and shall provide proof of, insurance
11 in a form acceptable to County to be in full force and effect from the first day of the term of this
12 Agreement, as set forth below:

13 a. Full Worker's Compensation and Employer's Liability Insurance covering all
14 employees of Law Firm as required by law in the State of California.

15 b. Commercial General Liability Insurance of not less than \$1,000,000 combined single
16 limit per occurrence for bodily injury and property damage.

17 c. Automobile liability insurance of not less than \$500,000 is required in the event
18 motor vehicles are used by Attorney in the performance of the contract.

19 d. Professional liability (for example, malpractice insurance) covering services provided
20 under this Agreement is required with a limit of liability not less than \$1,000,000 per occurrence. The
21 Holderness Law Firm provides self-insurance for professional liability (malpractice insurance) for the
22 services provided under this Agreement; the law firm of Donahue Davies LLP will provide professional
23 liability insurance (malpractice insurance) covering services provided under this Agreement with a limit
24 of liability not less than \$3,000,000 per occurrence.

25 e. Attorney shall furnish a certificate of insurance satisfactory to the El Dorado County
26 Risk Manager as evidence that the insurance required above is being maintained.

27 f. The insurance will be issued by an insurance company acceptable to the Risk
28 Management Division, or be provided through partial or total self-insurance likewise acceptable to the

1 Risk Management Division.

2 g. Attorney agrees that the insurance required above shall be in effect at all times during
3 the term of this contract. In the event said insurance coverage expires at any time or times during the
4 term of this contract, Attorney agrees to provide at least thirty (30) days prior to said expiration date, a
5 new certificate of insurance evidencing insurance coverage as provided for herein for not less than the
6 remainder of the term of the contract, or for a period of not less than one year. New certificates of
7 insurance are subject to the approval of the Risk Management Division and Attorney agrees that no work
8 or services shall be performed prior to the giving of such approval. In the event Attorney fails to keep in
9 effect at all times insurance coverage as herein provided, County may, in addition to any other remedies
10 it may have, terminate this contract upon the occurrence of such event.

11 h. The certificate of insurance must include the following provisions stating that:

12 1. The insurer will not cancel the insured's coverage without thirty (30) day prior
13 written notice to the County; and

14 2. The County, its officers, officials, employees, and volunteers are included as
15 additional insured, but only insofar as the operations under this contract are concerned. This provision
16 shall apply to all liability policies except worker's compensation and professional liability insurance
17 policies.

18 i. Attorney's insurance coverage shall be primary insurance as respects the County, its
19 officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County,
20 its officers, officials, employees or volunteers shall be excess of Attorney's insurance and shall not
21 contribute with it.

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

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

1 l. The insurance companies shall have no recourse against the County, its officers and
2 employees or any of them for payment of any premiums or assessments under any policy issued by any
3 insurance company.

4 m. Attorney's obligations shall not be limited by the foregoing insurance requirements
5 and shall survive the expiration of this agreement.

6 n. In the event Attorney cannot provide an occurrence policy, Attorney shall provide
7 insurance covering claims made as a result of performance of this contract for not less than three years
8 following completion of performance of this agreement.

9 o. The certificate of insurance shall meet such additional standards as may be
10 determined by the contracting County either independently or in consultation with the Risk Management
11 Division, as essential for protection of the County.

12 9. Standard of Liability. County understands and acknowledges that the performance of
13 the services provided for herein may invite criticism, controversy, or litigation which may be motivated
14 by public or private opposition to any matter although not based on the adequacy or accuracy of
15 Attorney's performance. County agrees that any such criticism, controversy, or litigation alone shall not
16 cause County to withhold payments due to Attorney hereunder. County further agrees that the mere
17 failure of County or any third party, including a court in litigation, to agree with Attorney's findings,
18 conclusions, or recommendations alone shall not be construed as a failure on the part of the Attorney to
19 perform his obligations under this Agreement, or to meet the standard of care this Agreement requires.

20 10. Attorney-Client Relationship. Attorney agrees that it will comply with all ethical duties,
21 will maintain the integrity of the attorney-client relationship, and will take all steps available to preserve
22 all applicable legal privileges, confidences, and records from disclosure. All documents and information
23 obtained by or generated by Attorney pursuant to this Agreement, all opinions and conclusions of
24 Attorney, any reports, information, data, statistics, forms, procedures, systems, studies, and all
25 communications with the Auditor Controller, are confidential. Attorney agrees to take all steps
26 reasonably necessary to maintain this confidentiality. Attorney is responsible for insuring that he and all
27 of his employees faithfully adhere to the confidentiality requirements of law and this Agreement.

28 In addition to the foregoing, Attorney is responsible for complying with the provisions of the

1 California Rules of Professional Conduct, Rule 3-310(F). County agrees that County will not interfere in
2 Attorney's independence of professional judgment or with the lawyer-client relationship between
3 Attorney and the Auditor Controller.

4 11. Notification of Conflict. Attorney shall immediately notify County if any services to be
5 performed for the Auditor Controller under this Agreement involve an actual or potential conflict of
6 interest, financial or otherwise. Attorney shall not engage in any activity under this Agreement that
7 involves any actual or potential conflict of interest unless Attorney first makes a full and complete
8 disclosure of all relevant facts and obtains a written waiver of such conflict in advance from County
9 and/or the Auditor Controller as required by the nature of the conflict.

10 12. Indemnity. Attorney shall be responsible for performing the work under this Agreement
11 a safe, professional, skillful and workmanlike manner, and shall be liable for his own negligence and the
12 negligent acts of his employees. To the fullest extent allowed by law, Attorney shall defend, indemnify,
13 and hold harmless the County and the Auditor Controller against and from any and all claims, suits,
14 losses, damages, and liability for damages of every name, kind and description, including reasonable
15 attorneys' fees and costs incurred, which are claimed to or in any way arise out of, directly or indirectly,
16 or are connected with: (1) any negligent act, whether passive or active, error or omission, or willful
17 misconduct, of Attorney, his subcontractor(s), agents or employee(s) or any of these; or (2) any breach of
18 any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the
19 services, responsibilities or duties required of Attorney by this Agreement. This duty of Attorney to
20 indemnify and save County and Auditor Controller harmless includes the duties to defend set forth in
21 California Civil Code section 2778. The duty of the Attorney, and each of them, to defend, indemnify,
22 and hold harmless under this Agreement, including any claim as to professional liability, shall be joint
23 and several.

24 13. Term. The term of this Agreement shall begin on the date first stated above, and shall
25 remain in effect until terminated by any party or until all work contemplated hereunder shall be
26 completed. However, this Agreement shall be terminable by County at any time and for any reason, or
27 without cause. Funds budgeted for the purpose of this Agreement are made available on a fiscal year
28 basis, and budgeting is subject to change at any time. Should funding not be made available, this

1 Agreement shall be automatically terminated in its entirety. Attorney may terminate this Agreement
2 upon sufficient written notice to County and the Auditor Controller, made in such a manner so that the
3 County and the Auditor Controller shall not be prejudiced, but in no event less than thirty (30) days
4 notice. Upon termination of this Agreement for any reason, Attorney shall immediately cease all work,
5 except as may be reasonably required to avoid prejudice to County and the Auditor Controller which
6 shall be immediately reported to County and the Auditor Controller, shall immediately transfer all files
7 relating to County's matters either to the Auditor Controller or any other lawyer hired by County to
8 represent the Auditor Controller, at County's direction, and within ten (10) days shall provide a final bill
9 to County for all services rendered. The obligation of confidentiality shall continue and shall not
10 terminate when this Agreement ends. Attorney shall take all steps necessary to ensure smooth transition
11 to any other counsel which may be designated by County.

12 14. State Filing. All independent consultants providing services to the County must file a
13 State of California Form 590 certifying their California residency or, in the case of a corporation,
14 certifying that it has a permanent place of business in California. Attorney will be required to submit a
15 Form 590 prior to execution of this Agreement or County shall withhold seven (7) percent of each
16 payment to be made to Attorney during the term of this Agreement. Attorney's taxpayer identification
17 number is 94-2702306 (HOLDERNESS) and 68-0116581 (DONAHUE DAVIES LLP).

18 15. Contract Administrator. For the purpose of administering this Agreement, the County
19 shall be represented by its Chief Assistant County Counsel, David A. Livingston or successor. Notices
20 provided pursuant to this Agreement shall be effective immediately upon receipt and shall be directed as
21 follows:

22 For County: David A. Livingston, Chief Assistant County Counsel
23 El Dorado County
24 330 Fair Lane
Placerville, California 95667

25 For Attorney: Robert G. Holderness
26 The Holderness Law Firm
27 1 Natoma Street
Folsom, California 95630

1 16. Entire Agreement. This Agreement and the exhibits thereto are the entire agreement
2 between the parties and they supersede all prior written or oral agreements or understandings between
3 the parties. This Agreement may be modified only with the consent of the parties in writing fully
4 executed by duly authorized officers of the parties.

5 17. Venue. Any dispute resolution action arising out of this Agreement, including but not
6 limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall
7 be resolved in accordance with the laws of the State of California. In any action to enforce the terms of
8 this Agreement, the prevailing party shall recover its reasonable attorneys' fees. Attorney waives any
9 removal rights it may have under Code of Civil Procedure section 394.

10 ///

11 Dated: _____

COUNTY OF EL DORADO

12
13 By: _____
14 Shiva Frentzen, Chair, Board of Supervisors
of the County of El Dorado

15 ATTEST:
16 James Mitrising, Clerk
of the Board of Supervisors
17 Dated: _____

18 By _____
19 Deputy Clerk

20
21 Dated: January 23, 2017

THE HOLDERNESS LAW FIRM

22
23 By: Robert G. Holderness
24 Robert G. Holderness

25
26 Dated: 1/23/17

27 DONAHUE DAVIES LLP
28 By: _____



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 1 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance – Responsibility of Claimant

EXHIBIT "A"



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 2 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this 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. Travel shall be authorized only when the travel is in the best interest of the County.
- C. 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.
- D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
- E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.
- G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.
- H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 3 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

- I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head's discretion and claimed through normal claiming procedures.
- II. Authorization to Travel
 - A. General Conditions
 1. Except as otherwise provided in this policy, advance authorization is required for travel.
 2. Where department head approval is required, that approval may not be delegated unless specifically stated.
 - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
 3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.
 - B. In-County Travel
 1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
 2. In-county overnight travel requires advance written authorization by the department head or designee.
 - C. Out-of-County Travel
 1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members' immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 4 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
 - (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
 - (b) Travel required to perform duties pursuant to an order of the court.

III. Transportation Expenses

A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 5 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:
 - 1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 - 2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.
- (e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
 - 1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
 - 2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 6 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

- (f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:
1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
 2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
 3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location
2. County Vehicle Transportation
- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
 - (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
 - (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.
3. Rental Vehicle Transportation
- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
 - (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
 - (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 7 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

- (d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency
 - (e) Rental cars shall be returned to the renting location and on time to avoid additional charges.
 - (f) The traveler shall waive additional vehicle insurance provided by the rental company.
4. Commercial Carrier Transportation
- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.
 - (b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.
 - (c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 8 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

of County work is allowed and any additional time required to complete the trip shall be considered personal time.

- (d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can be demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.
- (e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
- (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
 - (ii) Parking fees
 - Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment. A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
 - Valet parking will only be reimbursed if it is required by the lodging venue. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.
 - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
 - (iv) Reasonable costs for snow chain installation and removal; and
 - (v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.
- (b) The following transportation expenses may not be claimed:



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 9 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
- (ii) Repairs on non-County vehicles;
- (iii) Mileage for personal trips while on County business;
- (iv) Purchase cost of snow chains;
- (v) Gratuities for taxi or rideshare services and
- (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
 - a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
 - b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
 - c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
 - d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 10 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.

4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
 - (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
 - (b) Lunch, when travel time:
 - (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
 - (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
 - (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 11 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

V. Lodging Expenses

A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (*e.g.*, western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 12 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
 4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
 5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
 - (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
 - (b) The CAO has given advance written authorization.
 6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
 7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.
- VI. Advance Payments
- After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.
- A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than \$100 or more than \$1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public



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

Subject: Travel	Policy Number: D - 1	Page Number: 13 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or \$10.00, whichever is greater, the payment must be approved by the original approving authority

VIII. Compliance and Claim Processing

A. 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. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

RESPONSIBLE DEPARTMENT

Chief Administrative Office

DATES ISSUED AND REVISED; SUNSET DATE

Issue Date:	12/13/2016	Sunset Review Date:	12/31/2020
Original Adoption Date:	12/22/1987	Previous Revision Date:	10/20/2009