

1 AGREEMENT FOR LEGAL SERVICES BETWEEN EL DORADO COUNTY  
2 AND KRONICK MOSKOVITZ TIEDEMANN & GIRARD

3 This Agreement is made and entered into between EL DORADO COUNTY  
4 ("County"), a governmental entity organized and existing under the laws of the State of  
5 California, and KRONICK MOSKOVITZ TIEDEMANN & GIRARD ("Attorney"), a law firm  
6 duly authorized do to business in the State of California, whose address is 400 Capitol Mall,  
7 27<sup>th</sup> Floor, Sacramento, California 95814, for the performance of specific legal services for  
8 County.

9 **1. Scope of Services.** The County retains the Attorney to review, advise, assist, and  
10 furnish any and all legal services, as may be requested by the County, in connection with the  
11 financing of the Public Safety Facility Project and all related matters thereto. Services may  
12 include, but are not necessarily limited to, providing advice to County boards, commissions,  
13 officers and staff, preparation and/or review of documents, attending meetings, preparation and  
14 filing of petitions or pleadings as may be requested by the County, and assistance with  
15 obtaining permits or certifications, if necessary and as may be requested by the County.  
16 Attorney shall work under the direction and control of County Counsel.

17 Attorney will also perform such services as are necessary and as may be requested by  
18 the County to organize and incorporate a non-profit corporation or other organization under the  
19 provisions of applicable statutes and to perform all other customary legal services necessary to  
20 the organization, financing, construction, and initial operation of the Public Safety Facility  
21 Project. Such services may include, but not be limited, to the services set forth in Exhibit A.

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

25 **2. Compensation.** In consideration of the services set forth in paragraph 1, the  
26 County shall pay at the respective hourly rates of the individuals employed by Attorney;  
27 provided that services rendered shall be primarily rendered by Jonathan Cristy whose hourly  
28 rate shall be \$300.00. Attorney may utilize the services of other attorneys or staff of the law

1 firm to provide services, provided that their hourly rate shall not exceed \$300.00 and that they  
2 are under the direction and supervision of Jonathan Cristy. Billings shall be at the customary  
3 rate for paralegals and other personnel.

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

7 **3. Costs.** County shall also reimburse Attorney for the actual, reasonable and  
8 necessary expense of travel in accordance with the policies of El Dorado County set forth in  
9 Exhibit B, attached hereto and incorporated herein by this reference. Any individual travel  
10 expense which will exceed \$100.00 must be approved by County in advance. County shall  
11 reimburse Attorney for the reasonable costs of long distance telephone calls, mailing,  
12 photocopying, and upon prior approval, for extraordinary photocopying and extraordinary  
13 facsimile transmissions. Other reasonable, customary and necessary expenses, including but  
14 not limited to statutory fees, witness fees, reporters' per diem and transcription fees, jury fees,  
15 and expenses of service process, shall be advanced by Attorney and reimbursed by County.  
16 Expert consultants and witnesses may be retained by Attorney on terms acceptable by County

17 **4. Billings.** Attorney shall submit to County itemized statements of services  
18 rendered and costs incurred monthly. Such statements shall identify the services rendered, and  
19 specify the time expended in rendering such services, calculated in no larger than one-tenth  
20 (.10) hour increments, provided however, that in Attorney's discretion, such statements need to  
21 not be submitted until the total amount due exceeds \$500.00.

22 **5. Termination.** This Agreement shall be terminable by the County at any time  
23 and for any reason, or without cause. Funds budgeted for the purposes of this Agreement are  
24 made available on a fiscal year basis, and budgeting is subject to change at any time. Should  
25 funding not be made available, this Agreement shall be automatically terminated in its entirety.  
26 Attorney may terminate this Agreement upon sufficient written notice to County, made in such  
27 a manner so that the County shall not be prejudiced, but in no event less than thirty (30) day's  
28 notice. Upon termination of this Agreement for any reason, Attorney shall immediately cease

1 all work, except as may be reasonably required to avoid prejudice to County which shall be  
2 immediately reported to County and within ten (10) days shall provide a final bill to County for  
3 all services rendered. Attorney shall take all steps necessary to ensure smooth transition to any  
4 other counsel which may be retained by County. The obligation of confidentiality shall  
5 continue and shall not terminate when this Agreement ends.

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

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

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

26 **9. Attorney-Client Relationship.** Attorney agrees that it will comply with all  
27 ethical duties, will maintain the integrity of the lawyer-client relationship, and will take all  
28 steps available to preserve all applicable legal privileges, confidences, and records from

1 disclosure. All documents and information obtained by or generated by Attorney pursuant to  
2 this contract, all opinions and conclusions of Attorney, any reports, information, data, statistics,  
3 forms, procedures, systems, studies and all communications with County, are confidential.  
4 Attorney agrees to take all steps reasonably necessary to maintain this confidentiality. Attorney  
5 is responsible for ensuring that it and all of its employees faithfully adhere to the confidentiality  
6 requirements of law and this Agreement.

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

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

18 **12. Indemnity.** To the fullest extent allowed by law, Attorney shall defend,  
19 indemnify, and hold harmless the County against and from any and all claims, suits, losses,  
20 damages, and liability for damages of every name, kind and description, including reasonable  
21 attorneys' fees and costs incurred, which are claimed to or in any way arise out of, directly or  
22 indirectly, or are connected with: (1) any negligent act, whether passive or active, error or  
23 omission, or willful misconduct, of Attorney, its subcontractor(s), agents or employee(s) or any  
24 of these; or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind  
25 related, directly or indirectly, to the services, responsibilities or duties required of Attorney by  
26 this Agreement. This duty of Attorney to indemnify and save County harmless includes the  
27 duties to defend set forth in California Civil Code section 2778.  
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1           **13. State Filing.** All independent contractors providing services to the County  
2 must file a State of California Form 590 certifying their California residency or, in the case of a  
3 corporation, certifying that it has a permanent place of business in California. Attorney will be  
4 required to submit a Form 590 prior to execution of this Agreement or County shall withhold  
5 seven (7) percent of each payment to be made to Attorney during the term of this Agreement.  
6 Attorney's taxpayer identification number is 26-1739425.

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

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

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

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

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

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

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

23           G. Attorney agrees that the insurance required above shall be in effect at all  
24 times during the term of this contract. In the event said insurance coverage expires at any time  
25 or times during the term of this contract, Attorney agrees to provide at least thirty (30) days  
26 prior to said expiration date, a new certificate of insurance evidencing insurance coverage as  
27 provided for herein for not less than the remainder of the term of the contract, or for a period of  
28 not less than one year. New certificates of insurance are subject to the approval of the Risk

1 Management Division and Attorney agrees that no work or services shall be performed prior to  
2 the giving of such approval. In the event Attorney fails to keep in effect at all times insurance  
3 coverage as herein provided, County may, in addition to any other remedies it may have,  
4 terminate this contract upon the occurrence of such event.

5 H. The certificate of insurance must include the following provisions stating  
6 that:

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

9 b. The County, its officers, officials, employees, and volunteers are  
10 included as additional insured, but only insofar as the operations under this contact are  
11 concerned. This provision shall apply to all liability policies except workers' compensation  
12 and professional liability insurance policies.

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

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

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

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

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

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

4 O. The certificate of insurance shall meet such additional standards as may be  
5 detennined by the contracting County either independently or in consultation with the Risk  
6 Management Division, as essential for protection of the County.

7 **15. Contract Administrator.** For the purpose of administering this Agreement, the  
8 County shall be represented by its County Counsel, Michael Ciccozzi, or successor. Notices  
9 provided pursuant to this Agreement shall be effective immediately upon receipt and shall be  
10 directed as follows:

11 For County: Office of County Counsel  
12 Attention: Michael Ciccozzi  
13 El Dorado County  
14 330 Fair Lane  
Placerville, California 95667

15 For Attorney: Jonathan Cristy  
16 Kronick Moskovitz Tiedemann & Girard  
17 400 Capitol Mall, 27<sup>th</sup> Floor  
Sacramento, California 95814

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

25 **17. Term.** This Agreement shall be effective on the date fully executed by all  
26 parties, and shall cover the period of March 1, 2016 through February 28, 2019, or until all  
27 work contemplated hereunder shall be completed, whichever occurs first.


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

--COUNTY OF EL DORADO--

DATED: 3/11/16

By:   
Michael Ciccozzi, County Counsel  
Contract Administrator

DATED: 3/11/16

By:   
Mollie Purcell  
Purchasing Agent

--KRONICK MOSKOVITZ TIEDEMANN & GIRARD--

DATED: 10 MAR 16

By:   
Jonathan Cristy  
Attorney



**EXHIBIT A  
SCOPE OF SERVICES**

Services may include, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause County to become duly organized and incorporated and to be authorized to undertake the Public Safety Facility Project;
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the Public Safety Facility Project; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) preparation and completion of such bonds or other obligations as may be necessary to finance the Public Safety Facility project; (f) completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Development, U.S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of by-laws, rules and regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the Public Safety Facility Project;
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith;
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary;
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the Public Safety Facility Project and to provide continuous rights-of-way therefore; rendering title opinions with reference thereto; and providing for the recordation thereof;
6. Obtain necessary permits and certificates from county and municipal bodies, from state regulatory agencies, and from other public or private source with respect to the approval of the Public Safety Facility Project, the construction and operation thereof, pipeline crossings, and the like;
7. Cooperate with employees, agents or consultants of County in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments;

1 8. When applicable, secure assistance of and cooperate with recognized bond counsel in  
2 the preparation of the documents necessary for the financing aspects of the Public Safety  
3 Facility Project. Where bond counsel is retained, Attorney will not be responsible for the  
4 preparation and approval of those documents pertaining to the issuance of the County's  
5 obligations.  
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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> <b>D - 1</b>	<b>Page Number:</b> <b>Page 2 of 13</b>
	<b>Date Adopted:</b> <b>12/22/1987</b>	<b>Revised Date:</b> <b>10/20/2009</b>

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

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- 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

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- (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.



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BOARD OF SUPERVISORS POLICY

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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.



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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





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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



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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.



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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



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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



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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.



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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.