

**ORIGINAL**

AGREEMENT FOR SERVICES #135-S1811

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Wilbur H. Dixon individually and doing business as Madeira Group International, duly qualified to conduct business in the State of California, whose principal place of business is 1140 Kennedy Lane, Walnut Grove, CA 95690, and whose mailing address is: P. O. Box 980, Walnut Grove, CA, 95690, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide detailed professional pre-employment background investigations for candidates for employment with the Probation Department, and Sheriff's Office on an "as requested" basis; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the equipment and materials necessary to provide detailed professional pre-employment background investigations for candidates for employment with the Probation Department and Sheriff's Office on an "as requested" basis in accordance with Exhibit A - Scope of Work, incorporated herein and made by reference a part hereof..

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period August 4, 2017 through August 3, 2020.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit B - Compensation and Method of Payment, incorporated herein and made by reference a part hereof.

Invoices for Services provided to the Sheriff's Office are to reference Agreement # 135-S1811 and sent to:

El Dorado County Sheriff's Office  
Attention: Accounting Department  
300 Fair Lane  
Placerville, CA 95667

Invoices for services provided to the Probation Department are to reference Agreement # 135-S1811 and shall be sent to:

El Dorado County Probation Department  
Attention: Accounting Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682

Total amount of this Agreement for services shall not exceed \$245,000.

## **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

## **ARTICLE V**

**Confidentiality:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable State and Federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE VI**

**License:** Contractor warrants and represents that he/she is duly licensed in good standing by the

State of California to perform the services under this Agreement, and that Contractor shall maintain said license in good standing throughout the term of this Agreement.

#### **ARTICLE VII**

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

#### **ARTICLE VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE IX**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE X**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and sub-contractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE XI**

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

adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

## **ARTICLE XII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIII**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
  
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**ARTICLE XIV**

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

COUNTY OF EL DORADO  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: BRYAN GOLMITZ  
CAPTAIN

COUNTY OF EI DORADO  
PROBATION DEPARTMENT  
3974 DUROCK ROAD, SUITE 205  
SHINGLE SPRINGS, CA 95682  
ATTN: BRIAN RICHART, CHIEF  
PROBATION OFFICER

or to such other location as the County directs.

With a carbon copy to:

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

Notices to Contractor shall be addressed as follows:

WILBUR H. DIXON  
MADEIRA GROUP INTERNATIONAL  
P. O. BOX 980  
WALNUT GROVE, CA 95690

or to such other location as the Contractor directs.

## ARTICLE XV

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XVI

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage AND A \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in

effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

## ARTICLE XVII

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is

directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XVIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XX**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXI**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.



**ARTICLE XXIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Bryan Golmitz, Captain, Sheriff's Office or successor and Brian Richart, Chief Probation Officer, or successor.

**ARTICLE XXIV**

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

**ARTICLE XXV**

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

**ARTICLE XXVI**

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

**ARTICLE XXVII**

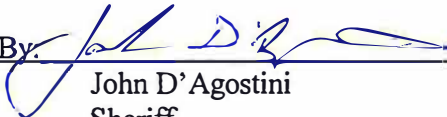
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  \_\_\_\_\_  
Bryan Golmitz, Captain  
Sheriff's Office

Dated: 8/17/17

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  \_\_\_\_\_  
John D'Agostini  
Sheriff

Dated: 8/21/17

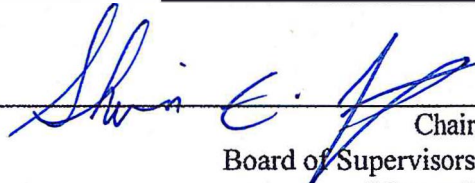
By:  \_\_\_\_\_  
Brian Richart, Chief Probation Officer

Dated: 8.10.17


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

-- COUNTY OF EL DORADO --

Dated: 9/12/2017

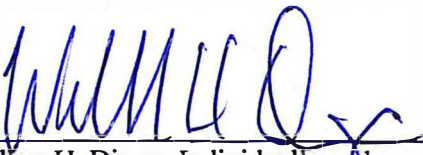
By:  Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 9/12/2017

-- CONTRACTOR --

By:   
Wilbur H. Dixon, Individually and  
dba Madeira Group International  
"Contractor"

Dated: 08/10/2017

## Exhibit A - Scope of Work

Madeira Group International (MGI) will conduct pre-employment background investigation services for the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT on sworn, non-sworn, part-time and administrative personnel at their request. MGI will supply all required forms to prospective applicants to conduct the background investigations on applicants for the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT.

MGI will provide Personal History Statements, Drug Use Questionnaires, Pre-employment Questionnaires, Releases of Information and other required forms to the applicants for the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT. Several "Levels" of Backgrounds will be available to the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT to choose from, depending on the type of applicant they intend to process, and the amount of time they have available for hiring the applicant (See Exhibit B). The EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT can notify MGI at the time of the background request as to the type of background they wish to conduct.

MGI background investigations include a personal interview with the applicant at their residence, or by telephone, to review all provided forms for accuracy and completeness and to obtain additional information for the Background Biography Synopsis and verification of information provided by the applicant. In situations where the applicant resides out of the area, the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT will have the option to instruct MGI to conduct the interview over the telephone, rather than in person, to avoid additional travel and/or mileage expenses at their option. (See Exhibit B).

MGI Record Check Request forms will be sent to Police and Sheriff Departments in areas where their applicants have lived, worked and/or attended school in the past and present. It is suggested by MGI that the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT conduct a parallel program, such as fingerprinting through the California DOJ, to augment the effectiveness of the background investigation. The complete MGI Pre-Employment Background Investigation will be developed for the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT to meet California Police Officer Standards and Training (POST) requirements, California Government Codes, ADA, FCRA, HIPPA and other state and federal regulations. It is strongly advised that a Client agency conduct a parallel program for *Livescan* and advise MGI of any pertinent findings.

All applicant documents will be gathered by MGI for the Client, such as birth certificate, high school and college transcripts, marriage certificates and divorce decrees, auto insurance certificate, any available traffic accident and police reports, selective service registration and/or military Form DD214, civil judgments, DMV printout, as well as two color photos of the applicant. These items will be collected from the applicant and provided to the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT upon completion. The completed investigation narrative will include current and past history regarding residential, military, financial, legal, and motor vehicle operation. The transcribed personal contacts of verification of employment and conversations with personal references will also be included. A final recommendation for hiring is not provided by MGI.

MGI will endeavor to provide the EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT with completed background investigation reports, along with all required forms and documents, within 20 to 30 calendar days of the applicant interview, unless an EXPEDITED schedule is agreed upon prior. The EL DORADO COUNTY SHERIFF'S OFFICE AND EL DORADO COUNTY PROBATION DEPARTMENT is aware that the applicant's timeliness in completing the background forms, obtaining the required personal documents and following through with interview appointments are paramount in this timetable.

## Exhibit B

### Compensation and Method of Payment

#### Level II (Standard by Telephone) - \$795.00

Standard Level II MGI Pre-Employment Background Investigation for sworn and non-sworn positions with the applicant interview process conducted over the telephone.

#### Level II (Standard in Person) - \$895.00

Standard Level II MGI Pre-Employment Background Investigation for sworn and non-sworn positions with the applicant interview process conducted in person at the applicant's residence or place of current employment, in either case, includes a neighborhood check with neighbor contacts.

#### Level III (Lateral) - \$995.00

Lateral Level III MGI Pre-Employment Background Investigation for Deputy and Dispatcher applicants requiring "in person" contact with the applicant at their residence AND an additional contact with a *Lateral Agency or POST Academy* for review of academy records, and/or contact with a current public safety agency for review of Personnel and Internal Affairs files, etc. *(OR when deemed necessary by MGI or the Client as a result of information developed during the background process or other "red flag" situations.)*

#### Level IV - \$1095.00 + expenses

Standard or Lateral Level IV MGI Pre-Employment Background Investigation with the applicant interview process requiring the applicant interview process **OR** travel to be conducted more than 250 miles from the Agency's Headquarters or main place of business and/or requires overnight travel.

*Note: Interview locations exceeding 250 miles round trip may be conducted by Email and Telephone at the Level II or Level III rates - \$895.00/\$995.00 – on a case by case basis, at the discretion of the Client. "Expedited" backgrounds available with an additional RUSH Fee of \$795.00 on top of the contracted rate.*

#### Level V - \$400.00 or Best Available contracted rate

Computerized Voice Stress Analysis      CVSA      Provided by Outside Contractors

**Additional Expenses:** The Consultant (MGI) may incur additional expenses as a result of background investigation which may include record check request fees, airline fare, airport parking fees, vehicle rental and/or personal vehicle mileage (up to 52 cents/mile or the then current allowed IRS amount), Hotel, Lodging and \$55.00 per day (or portion thereof) per-diem. County and/or Department Travel reimbursement rates would prevail in all cases.

**The Level of the Background is always determined by the Client.** Any additional expenses must be approved by the Client prior to being incurred by the Consultant. All fees for services to the Consultant are due and payable upon receipt and within 30 days. Discounts (10% to 50%) on Flat Rate Levels will be extended on most discontinued backgrounds and applicant withdrawals, and a summary report provided, at the discretion of MGI.

The aggregate amount paid under this Agreement will not exceed \$245,000.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  1 of 14
	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



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  3 of 14
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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.

- 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



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel	Policy Number:  D - 1	Page Number:  5 of 14
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

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 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



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

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- (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.
  - (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.





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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:
- (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.



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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 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



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“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 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.