

EL DORADO
COUNTY



ENVIRONMENTAL
MANAGEMENT
DEPARTMENT

*Environmental
Health Division*

*Air Quality
Management
District*

*Solid Waste &
Hazardous
Materials
Divisions*

Vector Control



**PLACERVILLE
OFFICE**
2850 Fairlane Ct.
Building C
Placerville, CA 95667

Ph. 530.621.5300
Fax. 530.642.1531
Fax. 530.626.7130

**SOUTH LAKE
TAHOE OFFICE**
3368 Lake Tahoe Blvd.
Ste 303
South Lake Tahoe, CA
96150

Ph. 530.573.3450
Fax. 530.542.3364

COUNTY OF EL DORADO

ENVIRONMENTAL MANAGEMENT DEPARTMENT

December 18, 2006

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

Subject: Agreement with the Law Offices of Thomas M. Bruen

Honorable Board Members:

◆ **Recommendation:**

The Environmental Management Department is recommending that the Board make findings that an independent consultant can more economically and feasibly perform work in accordance with County Ordinance Chapter 3.13, Section 3.13.030, and authorize the Chair to execute Agreement # 021-A-06-07-BOS with the Law Offices of Thomas M. Bruen for a total not to exceed amount of \$100,000. (Non-General Fund)

◆ **Reason for Recommendation:**

The Environmental Management Department has utilized the legal services of The Law Offices of Thomas M. Bruen for over a decade. This firm has provided critical legal support to County Counsel and the Department regarding a variety of solid, liquid, hazardous waste, and air quality matters. Their services have included a) preparation, drafting and review of memoranda, contracts, resolutions, municipal service agreements, b) review, analysis and application of environmental law as it applies to environmental and waste management; c) review and drafting of solid and hazardous waste ordinances; research and examination of applicable law, and d) assisting as counsel in litigation matters as directed by County Counsel including matters of the Union Mine Landfill and the Air Quality Management District.

◆ **Fiscal Impact:**

The cost of \$100,000 is available in the CSA #10 budget and the AQMD.

◆ **Net County Cost:**

There is no change in Net County Cost.

◆ **Action to be Taken Following Approval:**

Upon execution by the Chair, the Board Clerk's Office will forward copies of the Agreement to the Environmental Management Department for distribution, encumbrance, and administration.

Respectfully,

A handwritten signature in black ink that reads "Gerri Silva". The signature is written in a cursive style with a horizontal line at the end.

Gerri Silva, M.S., REHS
Interim Director of Environmental Management

CONTRACT ROUTING SHEET

Date Prepared: 11/30/2006

Need Date: 12-18-06

PROCESSING DEPARTMENT:

Department: Environmental Mgmt

Dept. Contact: Linda Milligin

Phone #: 6668

Department

Head Signature: [Signature]

CONTRACTOR:

Name: Law Offices of Thomas Bruen

Address: 1990 North California Blvd.
#940

Walnut Creek, CA 94596

Phone: 925-295-3131

2006 DEC -1
BL DONALD
COUNSEL
[Signature]

CONTRACTING DEPARTMENT: Enviromental Management

Service Requested: Review of Agreement for legal services with Tom Bruen

Contract Term: Perpetual Contract/Amendment Value: \$100,000.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: Sent email to Patti Barton on 12-1-06

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

Approved: Disapproved: Date: 12/6/06 By: [Signature]

Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT	DATE	INDEX NO.	BY
12/15/2006		431100	[Signature]
MIKE GILBERT			
WALTER			

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

Approved: Disapproved: Date: 12/7/06 By: [Signature]

Approved: Disapproved: Date: _____ By: _____

DEC 07 2006

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

Departments:

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

COPY

AGREEMENT #021-A-06/07-BOS FOR LEGAL SERVICES BETWEEN EL DORADO COUNTY AND THE LAW OFFICES OF THOMAS M. BRUEN

This Agreement #021-A-06/07-BOS is made and entered into between EL DORADO COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established county service area as defined by Government Code Section 25210 et seq., and THE LAW OFFICES OF THOMAS M. BRUEN (hereinafter referred to as the "Firm"), a California Professional Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1990 North California Boulevard, Suite 940, Walnut Creek, California 94596, effective on the date services were first performed for the County in the matters described below, for the performance of specified legal services for County.

1. The County shall have the right in its sole discretion to determine the particular services to be provided by the Firm from time to time under this Agreement. These services may include the following:

(a) Review and drafting of waste flow control legislation; research and examination of applicable law, and preparing memoranda and rendering opinions in connection therewith;

(b) Preparation, drafting and review of memoranda, contracts, resolutions, municipal service agreements, construction and operation contracts, grant agreements, trust indentures, rate setting policies and procedures and other documents necessary in

connection with structuring the program and financing the facilities;

(c) Review, analysis and application of environmental law as it applies to environmental and waste management;

(d) Review and drafting of solid and hazardous waste ordinances; research and examination of applicable law, and preparing memoranda and rendering opinions in connection therewith;

(e) Participation in meetings, personal conferences, telephone conferences, discussions and other communications and proceedings held in furtherance of County requirements.

(f) Assisting as counsel in litigation matters as directed by County Counsel.

2. The Firm and all persons who perform services for or through Firm pursuant to this Agreement shall be an independent contractor and shall not be deemed to be an employee of the County for any purpose. The Firm's services shall be under the general direction of County Counsel's Office, which shall also be responsible for administering this Agreement.

3. The Firm and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. The Firm represents that it is specially trained, experienced, expert and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Further,

the Firm certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

4. Firm shall maintain insurance in a form acceptable to County to be in full force and effect from the first day of the term of this Agreement, as set forth in Exhibit A attached hereto and incorporated herein. Firm specifically represents that it maintains errors and omissions insurance applicable to the services to be rendered under this Agreement.

5. The County agrees to pay the Firm for services rendered hereunder at the rate of \$225.00 per attorney hour for partners, and such lesser amount as the parties agree is fair and appropriate for associates. The Firm will use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with the County.

The Firm will keep the County currently advised as to the level of attorney hours and client services performed. Firm travel time not devoted to the performance of client services under this retainer agreement shall not be charged to the County.

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

The Firm recognizes that this Agreement has been legislatively authorized for an amount not to exceed \$100,000.00.

6. In addition to the above, County shall reimburse Firm for the actual, reasonable and necessary expense of travel in accordance with the El Dorado County Board of Supervisors policy No. D-1 as set forth in Exhibit B attached hereto and incorporated herein. County shall reimburse Firm for the reasonable costs of long distance telephone calls, mailing, legal research on electronic database, and, upon prior approval, for extraordinary photocopying and extraordinary facsimile transmissions. Other reasonable, customary and necessary expenses, including but not limited to statutory fees, witness fees, reporters per diem and transcription fees, jury fees, and expenses of serving process, may be advanced by Firm and reimbursed by County. Expert consultants and witnesses may be retained by Firm on terms acceptable to County. Such expert consultants and witnesses may invoice Firm. Prior to incurring expenses in excess of Five Hundred Dollars and No/100 (\$500.00) Firm shall consult with County and obtain approval.

7. The Firm shall submit to County Counsel for review and approval an itemized statement of services rendered at periodic intervals of not less than one and not more than three months. Such statement shall identify the nature of the services rendered, and specify the time expended in rendering such services, calculated in one-tenth (.10) hour segments. Simultaneously, Firm shall submit a summary statement to County for payment processing.

8. The Firm certifies that it accepts this retention because it has the time, energy, skills, and ability necessary to perform the

duties required in an efficient, trustworthy, professional, and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical. The Firm is engaged by County for its unique qualifications and skills. The Firm shall not subcontract, delegate, or assign the services to be provided under this Agreement, in whole or in part, to any other person or entity not employed in Firm without consent of County. It is specifically agreed that a partner attorney of the Firm will be primarily involved in the conduct of the work, and that a partner will be available to attend meetings of the County Board of Supervisors as directed.

9. Firm agrees that it will comply with all ethical duties, will maintain the integrity of the attorney-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure. All documents and information obtained by or generated by Firm pursuant to this Agreement, all opinions and conclusions of Firm any reports, information, data, statistics, forms, procedures, systems, studies and all communications with County, are confidential. Firm agrees to take all steps reasonably necessary to maintain this confidentiality. Firm is responsible for insuring that it and all of its employees faithfully adhere to the confidentiality requirements of law and this Agreement.

10. Firm shall immediately notify County if any service to be

performed under this Agreement involves an actual or potential conflict of interest, financial or otherwise. Firm shall not engage in any activity under this Agreement that involves any actual or potential conflict of interest unless Firm first makes a full and complete disclosure of all relevant facts and obtains a written waiver of such conflict in advance from County.

11. Firm 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 the negligent acts of its employees. The Firm 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 Firms services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Firm, 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 prohibited by statute. This duty of the Firms to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

12. This Agreement shall be terminable by the County at any time for any reason upon a 10-day notice to Firm. Funds budgeted for the purposes of this Agreement are made available on a fiscal year basis, and budgeting is subject to change at any time. Should funding not be made available, this Agreement shall be automatically terminated in its entirety. Firm may terminate this Agreement upon sufficient written notice to County, made in such a manner so that the County shall not be prejudiced. Upon termination of this Agreement for any reason, The Firm shall immediately cease all work, and within ten (10) days shall provide a final bill to County for all services rendered. The obligation of confidentiality shall continue and shall not terminate when this Agreement ends.

13. All independent consultants 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 it has a permanent place of business in California. The Firm will be required to submit a Form 590 prior to execution of this Agreement or County shall withhold seven (7) percent of each payment to be made to Firm during the term of this Agreement. This requirement applies to any Agreement exceeding \$1,500.00.

14. 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.

15. In accordance with changes in Internal Revenue Law, (Form 730) OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made under terms of this Agreement if Firm falls under "Contract-Employee" category as determined by County prior to execution of Agreement.

16. For the purpose of administering this Agreement, the County shall be represented by its County Counsel. The Firm shall designate in writing the person associated with Firm who has the responsibility to administer this Agreement on his or her behalf. This Agreement and the exhibits thereto are the entire agreement between the parties and they supersede all prior written or oral agreements or understandings between the parties. This Agreement may only be modified by mutual consent of the parties in writing fully executed by duly authorized officers of the parties. 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. The Firm waives any removal rights it may have under Code of Civil Procedure section 394.

IN WITNESS WHEREOF, COUNTY and FIRM have executed this Agreement #021-A-06/07-BOS the day and year first below written.

- - C O U N T Y O F E L D O R A D O - -

Dated: _____

By: _____

Chair,

Board of Supervisors

ATTEST:

Cindy Keck, Clerk

Board of Supervisors

Dated: _____

By: _____

- - F I R M -

Dated: Dec 10, 2006

By: Thomas M. Bruen

Thomas M. Bruen, President

State Bar Number 63324

Law Offices of Thomas M. Bruen,

A California Professional Corporation

ATTEST:

Dated: Dec. 10, 2006

By: Thomas M. Bruen

Secretary

Law Offices of Thomas M. Bruen,

A California Professional Corporation

EXHIBIT "A"
EL DORADO COUNTY INSURANCE REQUIREMENTS

EL DORADO COUNTY INSURANCE REQUIREMENTS

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

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

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

C. Automobile liability insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Firm in the performance of the Agreement.

D. In the event, Firm or any of its personnel are licensed professionals, and are performing professional services under this Agreement, professional liability (for example, malpractice insurance) covering such services is required with a limit of liability not less than \$1,000,000 per occurrence. For the purposes of this agreement, professional liability is required.

E. Firm 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 the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Firm 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, Firm 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 year. New certificates of insurance are subject to the approval of the Risk Management Division and Firm agrees that no work or services shall be performed prior to the giving of such approval. In the event the Firm 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 events.

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

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

b. The County, 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 all liability policies except worker's compensation and professional liability insurance policies.

I. The Firm'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 Firm's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of 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 Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

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, its officers and employees or any of them for payment of

any premiums or assessments under any policy issued by any insurance company.

M. Firm's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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

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

EXHIBIT "B"
EL DORADO COUNTY
BOARD OF SUPERVISORS TRAVEL POLICY NO. D-1



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 1 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

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

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.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number:	Page Number:
	D-1	2 of 13
	Date Adopted:	Revised:
	12/22/87	5/25/99

- 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.
- 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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 3 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

- g. 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.
 - (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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 4 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

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.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:
 - (1) A member of the Board of Supervisors requires NO specific authorization.
 - (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 5 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.

- e. 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.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 6 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

4. Mode of Transport

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number 7 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

- e. 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 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. 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.)



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 8 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

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

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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 9 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

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 the responsible department head and Chief



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number:	Page Number:
	D-1	10 of 13
	Date Adopted:	Revised:
	12/22/87	5/25/99

- (2) 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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number:	Page Number:
	D-1	11 of 13
	Date Adopted:	Revised:
	12/22/87	5/25/99

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.

5. **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:**

- (1) Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- (2) 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.
- (3) 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.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 12 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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 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



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number: D-1	Page Number: 13 of 13
	Date Adopted: 12/22/87	Revised: 5/25/99

(7) payment within the same fiscal year as the expense was incurred.

(8) 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.