

242-51211

CONTRACT ROUTING SHEET

Date Prepared: 9/21/11

Need Date: _____

PROCESSING DEPARTMENT:

Department: County Counsel
Dept. Contact: Ed Knapp
Phone #: (530) 621-5770
Department
Head Signature: [Signature]

CONTRACTOR:

Name: Brady & Vinding
Address: 400 Capitol Mall., #2640
Sacramento, CA 95814
Phone: _____

CONTRACTING DEPARTMENT: County Counsel

Service Requested: Legal Services to represent County as co-counsel with County Counsel

Contract Term: _____

Compliance with Human Resources Requirements? ()

Compliance verified by: _____

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

Approved: ✓ Disapproved: _____ Date: 9/31/11 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Assignment

Date: _____
Atty: _____
Index # _____
By: _____

FORWARD TO RISK MANAGEMENT? YES

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

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

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

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

1 AGREEMENT FOR LEGAL SERVICES BETWEEN
2 EL DORADO COUNTY AND BRADY & VINDING

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 BRADY & VINDING, (“Attorney”), a law firm duly authorized to do
6 business in the State of California, whose address is 400 Capitol Mall, Suite 2640,
7 Sacramento, California, 95814, effective on the date services were first performed for the
8 county in the matters described below, for the performance of specified legal services for
9 county.

10 1. Scope of Services. County hereby retains Attorney to advise, assist, and
11 represent County as co-counsel with County Counsel in regard to all legal aspects related to
12 the relationship between the County and the Shingle Springs Rancheria, and any related
13 administrative proceedings or other matters.

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

17 2. Independent Contractor. Attorney and all persons who perform services for or
18 through Attorney pursuant to this Agreement shall be an independent contractor and shall not
19 be deemed to be an employee of County for any purpose. Attorney’s services shall be under
20 the general direction of the County Counsel who shall also be responsible for administering
21 this Agreement.

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

3 4. Compensation. County shall compensate Attorney for professional services
4 rendered at the respective hourly rates of the individuals employed by Attorney providing the
5 services at a blended rate of \$300.00 per hour for attorneys, and at the customary rate for
6 paralegals.

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

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

25 6. Billings. Attorney shall submit to County for County Counsel's review and
26 approval a confidential itemized statement of services rendered and costs incurred under this
27 Agreement monthly. Such statement shall describe the nature of the services rendered, and
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1 specify the time expended in rendering such services, calculated in one-quarter (.25) hour
2 segments. Provided, however, that in Attorney's discretion, such statements need not be
3 submitted until the total amount due exceeds five hundred (\$500.00) dollars.

4 7. Qualifications. Attorney certifies that it accepts this retention because it has
5 the time, energy, skills and ability necessary to perform the duties required in an efficient,
6 trustworthy, professional and businesslike manner. It is understood that the services under
7 this Agreement must be provided immediately, and that they are time-critical. Attorney is
8 engaged by County for its unique qualifications and skills. Attorney shall not subcontract,
9 delegate or assign the services to be provided under this Agreement, in whole or in part, to
10 any other person or entity not employed in Attorney's firm without consent of County. It is
11 specifically agreed that a partner attorney of the firm will be primarily involved in the conduct
12 of the work, and that a partner will be available to attend meetings of the County Board of
13 Supervisors as directed.

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

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

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

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

23 d. Professional liability (for example, malpractice insurance) covering
24 services provided under this Agreement is required with a limit of liability not less than
25 \$1,000,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

21 9. Standard of Liability. County understands and acknowledges that the
22 performance of the services provided for herein may invite criticism, controversy, or litigation
23 which may be motivated by public or private opposition to any project although not based on
24 the adequacy or accuracy of Attorney's performance. County agrees that any such criticism,
25 controversy, or litigation alone shall not cause County to withhold payments due to Attorney
26 hereunder. County further agrees that the mere failure of County or any third party, including
27 a court in litigation, to agree with Attorney's findings, conclusions, or recommendations alone
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1 shall not be construed as a failure on the part of Consultant to perform its obligations under
2 this Agreement, or to meet the standard of care this Agreement requires.

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

12 11. Ownership of Documents. All documents and writings prepared by or for
13 Attorney in the course of performing this Agreement shall become County's property
14 immediately and County shall have the right to use such materials in its discretion without
15 notice or compensation to Attorney or anyone else other than compensation provided under
16 this Agreement.

17 12. Notification of Conflict. Attorney shall immediately notify County if any
18 services to be performed under this Agreement involves an actual or potential conflict of
19 interest, financial or otherwise. Attorney shall not engage in any activity under this
20 Agreement that involves any actual or potential conflict of interest unless Attorney first makes
21 a full and complete disclosure of all relevant facts and obtains a written waiver of such
22 conflict in advance from County.

23 13. Indemnity. Attorney shall be responsible for performing the work under this
24 Agreement a safe, professional, skillful and workmanlike manner, and shall be liable for its
25 own negligence and the negligent acts of its employees. To the fullest extent allowed by law,
26 Attorney shall defend, indemnify, and hold harmless the County against and from any and all
27 claims, suits, losses, damages, and liability for damages of every name, kind and description,
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1 including reasonable attorneys' fees and costs incurred, which are claimed to or in any way
2 arise out of, directly or indirectly, or are connected with: (1) any negligent act, whether
3 passive or active, error or omission, or willful misconduct, of Attorney, its subcontractor(s),
4 agents or employee(s) or any of these; or (2) any breach of any statutory, regulatory,
5 contractual or legal duty of any kind related, directly or indirectly, to the services,
6 responsibilities or duties required of Attorney by this Agreement. This duty of Attorney to
7 indemnify and save County harmless includes the duties to defend set forth in California Civil
8 Code section 2778.

9 14. Term. The term of this Agreement shall begin on the date first stated above,
10 and shall remain in effect until terminated by any party or until all work contemplated
11 hereunder shall be completed. However, this Agreement shall be terminable by County at any
12 time and for any reason, or without cause. Funds budgeted for the purpose of this Agreement
13 are made available on a fiscal year basis, and budgeting is subject to change at any time.
14 Should funding not be made available, this Agreement shall be automatically terminated in its
15 entirety. Attorney may terminate this Agreement upon sufficient written notice to County,
16 made in such a manner so that the County shall not be prejudiced, but in no event less than
17 thirty (30) days notice. Upon termination of this Agreement for any reason, Attorney shall
18 immediately cease all work, except as may be reasonably required to avoid prejudice to
19 County which shall be immediately reported to County, shall immediately transfer all files
20 relating to County's matters either to County or any other lawyer hired by County, at
21 County's direction, and within ten (10) days shall provide a final bill to County for all
22 services rendered. The obligation of confidentiality shall continue and shall not terminate
23 when this Agreement ends. Attorney shall take all steps necessary to ensure smooth transition
24 to any other counsel which may be designated by County.

25 15. State Filing. All independent consultants providing services to the County
26 must file a State of California Form 590 certifying their California residency or, in the case of
27 a corporation, certifying that it has a permanent place of business in California. Attorney will
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1 be required to submit a Form 590 prior to execution of this Agreement or County shall
2 withhold seven (7) percent of each payment to be made to Attorney during the term of this
3 Agreement. Attorney's taxpayer identification number is 45-1781799.

4 16. Contract Administrator. For the purpose of administering this Agreement, the
5 County shall be represented by its County Counsel, Louis Green, or successor. Notices
6 provided pursuant to this Agreement shall be effective immediately upon receipt and shall be
7 directed as follows:

8
9 For County: Louis Green, County Counsel
10 El Dorado County
11 330 Fair Lane
12 Placerville, California 95667

13 For Attorney: Michael Brady
14 Brady & Vinding
15 400 Capitol Mall, Suite 2640
16 Sacramento, California 95814

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

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

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1 action to enforce the terms of this Agreement, the prevailing party shall recover its reasonable
2 attorneys' fees. Attorney waives any removal rights it may have under Code of Civil
3 Procedure section 394.
4

5 Dated:

COUNTY OF EL DORADO

6
7
8 By: _____
Chair, Board of Supervisors
"County"

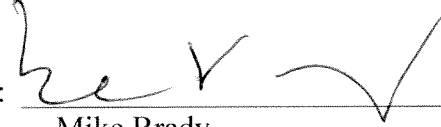
9 ATTEST:
10 Suzanne Allen de Sanchez, Clerk
11 of the Board of Supervisors

12 By _____ Date: _____
13 Deputy Clerk

14
15 Dated:

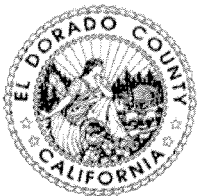
BRADY & VINDING

16 *September 21, 2011*

17 By:  _____
18 Mike Brady,
"Attorney"
19 State Bar Number

20 ELK/km

21 s:\coco\agreements\bradyandvinding2011



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

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	Date Adopted: 12/22/1987	Revised Date: 10/20/2009

POLICY:

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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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.



COUNTY OF EL DORADO, CALIFORNIA
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.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

5. Reimbursement Rates

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

b. Private Auto

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

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

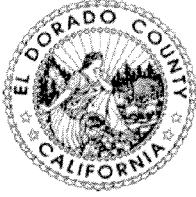
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officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

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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BOARD OF SUPERVISORS POLICY

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

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

Maximum Allowable Meal Reimbursement

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

d. Lodging

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



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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nicholson Insurance, Inc. License # 0498116 4317 Northstar Way, Ste B Modesto, CA 95356 Mark D. Nicholson	209-526-2697	CONTACT NAME: _____
	209-526-4631	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
		INSURER(S) AFFORDING COVERAGE
		INSURER A : The Hartford
		INSURER B : _____
		INSURER C : _____
		INSURER D : _____
		INSURER E : _____
		INSURER F : _____

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		51SBAIN854	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	51WBCVO3915	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Ten (10) days notice of cancellation applies due to non-payment of premium.

Certificate holder is named as an additional insured.

CERTIFICATE HOLDER **CANCELLATION**

ELDORAD El Dorado County Karolyn 330 Fair Lane Placerville, CA 95667	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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