

1 AGREEMENT FOR LEGAL SERVICES BETWEEN
2 EL DORADO COUNTY AND SCHARFF, 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 SCHARFF, BRADY & VINDING, (“Attorney”), a law firm duly authorized
6 to do 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 the proceeding entitled *Paul Sayegh*
12 *v. County of El Dorado, et al*, El Dorado County Superior Court Case #PC20090366, and any
13 related administrative proceedings or other matters.

14 2. Independent Contractor. Attorney and all persons who perform services for or
15 through Attorney pursuant to this Agreement shall be an independent contractor and shall not
16 be deemed to be an employee of County for any purpose. Attorney’s services shall be under
17 the general direction of the County Counsel who shall also be responsible for administering
18 this Agreement. Louis B. Green, or designee shall be the contract administrator on behalf of
19 the County.

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

1 4. Compensation. County shall compensate Attorney for professional services
2 rendered at the respective hourly rates of the individuals employed by Attorney providing the
3 services at a blended rate of two hundred ninety dollars (\$290.00) per hour for attorneys, and
4 at the customary rate for paralegals.

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

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

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

3 Attorney acknowledges that the County is being indemnified for the costs of the
4 lawsuit by the developer of the project challenged. County may elect to forward the
5 Attorneys invoices to said developer for payment directly to Attorney on behalf of County.
6 Attorney agrees to accept payment from the developer as though made by the County. In the
7 event timely payment is not received from the developer, Attorney shall immediately notify
8 County. Notwithstanding payment by the developer, Attorney represents only the County and
9 Attorney's duty of loyalty runs only to the County.

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

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

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

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

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

3 d. Professional liability (for example, malpractice insurance) covering
4 services provided under this Agreement is required with a limit of liability not less than
5 \$1,000,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 15. State Filing. All independent consultants providing services to the County
4 must file a State of California Form 590 certifying their California residency or, in the case of
5 a corporation, certifying that it has a permanent place of business in California. Attorney will
6 be required to submit a Form 590 prior to execution of this Agreement or County shall
7 withhold seven (7) percent of each payment to be made to Attorney during the term of this
8 Agreement. Attorney's taxpayer identification number is 26-1739425.

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

13 For County: Louis Green, County Counsel
14 El Dorado County
15 330 Fair Lane
16 Placerville, California 95667

17 For Attorney: Michael Brady
18 Scharff, Brady & Vinding
19 400 Capitol Mall, Suite 2640
20 Sacramento, California 95814

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

25 18. Venue. Any dispute resolution action arising out of this Agreement, including
26 but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County,
27 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

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


10
11 ATTEST:

12 SUZANN ALLEN DE SANCHEZ
13 Clerk of the Board of Supervisors
14

15 By _____
16 Deputy Clerk

17
18 Dated: 7/8/09

SCHARFF, BRADY & VINDING

19
20 By: 
21 Michael V. Brady,
22 "Attorney"
23 State Bar Number 146370
24

25 LBG/stl
26 s:\coco\agreements\brady (Sayegh).agt
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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	Revised Date: 05/25/1999

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



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BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

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.



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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.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.



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BOARD OF SUPERVISORS POLICY

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- (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.
 - d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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- (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 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



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BOARD OF SUPERVISORS POLICY

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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.
- 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



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BOARD OF SUPERVISORS POLICY

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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 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



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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 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:



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- (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.

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



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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 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



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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 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



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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.
- 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



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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 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



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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.